AGENDA

REGULAR COMMISSION MEETING

7:00 PM or immediately following the First Budget Public Hearing

Wednesday, September 10, 2025

Commission Chambers

Page

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. DELETIONS OR WITHDRAWALS TO THE AGENDA
5. PRESENTATIONS / PROCLAMATIONS

5.1. Proclamation - National Diaper Need Awareness Week — 8 - 9
Agenda Item Report - AIR-25-296

5.2. Commendation for Officer Alvin Pollock - Chief Daniel DeCoursey — 10 - 13
Agenda Item Report - AIR-25-297

6. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE
7. CONSENT AGENDA

7.1. Approval of Minutes - Town Clerk Garcia-Lima — 14 - 41
Regular Commission Meeting - May 14, 2025
Special Commission Meeting - May 22, 2025
Agenda Item Report - AIR-25-278

7.2. Consideration and Approval of Cooperative Purchasing Agreement with Garber Ford Inc. through the Florida Sheriffs Association Contract - Police Chief DeCoursey — 42 - 381
RESOLUTION NO.: 2025-033
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF A COOPERATIVE PURCHASING AGREEMENT WITH GARBER FORD INC. THROUGH THE FLORIDA SHERIFFS ASSOCIATION CONTRACT FOR THE ACQUISITION OF POLICE VEHICLES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Agenda Item Report - AIR-25-251

7.3. Consideration and approval of purchase of firearms for the Police Department - Chief DeCoursey — 382 - 392
RESOLUTION NO.: 2025-034

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE PURCHASE OF FIREARMS FROM LOU'S POLICE DISTRIBUTORS NOT TO EXCEED THE AMOUNT OF $25,000; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Agenda Item Report - AIR-25-277

7.4. Consideration and approval of agreement with GL Distributors for protective items for the Police Department - Chief DeCoursey — 393 - 407

RESOLUTION NO.: 2025-035

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE PURCHASE OF PROTECTIVE EQUIPMENT FOR THE POLICE DEPARTMENT FROM GL DISTRIBUTORS THROUGH THE NASPO COOPERATIVE PURCHASING CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Agenda Item Report - AIR-25-274

7.5. Consideration and approval to sign agreement with Laura Cole, Crisis Management Expert for the Police Department - Town Manager Lynch & Chief DeCoursey — 408 - 425

RESOLUTION NO.: 2025-036

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH LAURA COLE TO PROVIDE CRISIS MANAGEMENT EXPERTISE TO THE POLICE DEPARTMENT; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Agenda Item Report - AIR-25-275

7.6. Consideration and Approval of Agreement with ClearGov for the Finance Department - Finance Director Daverman — 426 - 439

RESOLUTION NO.: 2025-037

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH CLEARGOV FOR THE FINANCE DEPARTMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Agenda Item Report - AIR-25-280

7.7. Consideration and Approval of the 2025 Amended and Restated Transportation System Surtax Interlocal Agreement (Third Amendment) – Public Services Director Jeff Odoms — 440 - 480

RESOLUTION NO.: 2025-038

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE 2025 AMENDED AND RESTATED TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT), SUBSTANTIALLY IN THE FORM ATTACHED AS EXHIBIT "A" AND INCORPORATED HEREIN; AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE THE INTERLOCAL AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Agenda Item Report - AIR-25-281

7.8. Consideration and Approval of Proposal from TK Elevator (TKE) for Town Hall Elevator Modernization - Public Services Director Odoms 481 - 556

RESOLUTION NO.: 2025-039

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO ENTER INTO AN AGREEMENT WITH TK ELEVATOR (TKE) FOR THE MODERNIZATION OF THE TOWN HALL ELEVATOR UTILIZING THE SOURCEWELL COOPERATIVE PURCHASING CONTRACT IN THE AMOUNT OF $485,007.64; AUTHORIZING THE TOWN MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Agenda Item Report - AIR-25-282

7.9. Review and Update of EMS Service Fee Schedules - Town Manager Lynch 557 - 561

RESOLUTION NO.: 2025-040

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA; AMENDING THE EMERGENCY MEDICAL TRANSPORT SERVICES FEE WITHIN THE TOWN; ESTABLISHING AN EMERGENCY MEDICAL TRANSPORT SERVICES FEE OF $1,200 FOR BASIC LIFE SUPPORT ("BLS"), ADVANCED LIFE SUPPORT LEVEL 1 ("ALS1") AND ADVANCED LIFE SUPPORT LEVEL 2 ("ALS2") TRANSPORT SERVICES; AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO TAKE ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Agenda Item Report - AIR-25-283

7.10. Approval of Compensation and Classification Study Findings - Human Resources Director Frishman 562 - 574

RESOLUTION NO.: 2025-041

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, RATIFYING THE APPROVAL AND ACCEPTANCE OF THE COMPENSATION STUDY; PROVIDING FOR

IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.
Agenda Item Report - AIR-25-285

7.11. Consideration and Approval of New Color Palette for the Town - Planning Consultant Vonder Meulen 575 - 581
File No.: 25-Z-02
Request: Town Color Palette
RESOLUTION NO.: 2025-043
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ADOPTING A REVISED COLOR PALETTE FOR THE PAINTING OF EXTERIOR STRUCTURES LOCATED WITHIN THE TOWN, ATTACHED HERETO AS EXHIBIT "A;" REPEALING RESOLUTION NO. 04-06-05, ADOPTED ON JUNE 9, 2004, ATTACHED HERETO AS EXHIBIT "B;" PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Agenda Item Report - AIR-25-287

7.12. Ratification of Emergency AC Repairs - Town Manager Lynch 582 - 586
RESOLUTION NO.: 2025-044
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, RATIFYING THE TOWN MANAGER'S AUTHORIZATION OF EMERGENCY AIR CONDITIONING REPAIRS COMPLETED BY QUAMEC ON AUGUST 14, 2025, IN THE AMOUNT OF $2,200; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Agenda Item Report - AIR-25-270

7.13. Consideration of Contribution to the Broward Early Learning Coalition (ELC) – School Readiness Match Program - Town Clerk Garcia-Lima 587 - 591
RESOLUTION NO.: 2025-045
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING A CONTRIBUTION TO THE BROWARD EARLY LEARNING COALITION (ELC) IN SUPPORT OF THE SCHOOL READINESS MATCH PROGRAM FOR FISCAL YEAR 2025–2026; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.
Agenda Item Report - AIR-25-279

7.14. Motion to approve the recommendation of the Town's insurance consultant to engage Cigna Healthcare as the Town's insurance carrier pursuant to Sec. 2-125(C)(4) of the Town's Code of Ordinances 592
Agenda Item Report - AIR-25-284

8. RESOLUTIONS

9. PUBLIC HEARING

9.1. Consideration and approval of adopting an inventory list of all real 593 - 601

property owned by the town and whether said properties are appropriate for affordable housing as per the Live Local Act requirements- Planning Consultant Vonder Meulen

RESOLUTION NO.: 2025-042

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ADOPTING AN INVENTORY LIST OF ALL REAL PROPERTY OWNED BY THE TOWN OF PEMBROKE PARK AND WHETHER SAID PROPERTY IS APPROPRIATE FOR AFFORDABLE HOUSING, ATTACHED HERETO AS EXHIBIT "A;" PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Agenda Item Report - AIR-25-286

10. ORDINANCES - SECOND READING

10.1. Consideration of Approval of Ordinance Amending Article III, Division 6, M-1 Industrial District, of the Town Code - Town Planning Consultant Vonder Meulen — 602 - 620

File No.: 25-Z-03

Request: M-1 Text Amendment

ORDINANCE NO.: 2025-004

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 28 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ZONING;" BY SPECIFICALLY AMENDING ARTICLE III, DIVISION 6, ENTITLED "M-1 INDUSTRIAL DISTRICT;" AMENDING SEC. 28-211, ENTITLED "INTENT AND DEFINITIONS;" AMENDING SEC. 28-211.5, ENTITLED "PERMITTED USES;" AND AMENDING SEC. 28-218, ENTITLED "SPECIAL HOURS OF BUSINESS OPERATIONS;" PROVIDING FOR A TEXT AMENDMENT TO THE M-1 (INDUSTRIAL) ZONING DISTRICT TO ALLOW FOR CERTAIN LARGE RETAIL USES WITHIN THE DISTRICT; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Agenda Item Report - AIR-25-291

10.2. Discussion and possible action on Tax Abatement Referendum - Town Manager Lynch — 621 - 632

ORDINANCE NO. 2025-005

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, SUBMITTING TO REFERENDUM AN ECONOMIC DEVELOPMENT INCENTIVE AD VALOREM TAX EXEMPTION; CREATING AN ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION PROGRAM FOR THE TOWN OF PEMBROKE PARK; PROVIDING FOR JURISDICTION; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR DEFINITIONS; ESTABLISHING AN APPLICATION PROCESS AND PROCEDURE; PROVIDING FOR ELIGIBILITY;

PROVIDING FOR CONTINUATION AND REVOCATION OF THE PROGRAM; PROVIDING THAT THIS ORDINANCE, WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE TOWN OF PEMBROKE PARK ON THE NOVEMBER 3, 2026 ELECTION BALLOT AND IT SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR THE ADVERTISING OF THE REFERENDUM ELECTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Agenda Item Report - AIR-25-290

11. ORDINANCES - FIRST READING

11.1. Consideration and approval of Ordinance Providing an adjustment to the Commission's compensation and Cost of Living Adjustment (COLA) - Town Manager Lynch — 633 - 639

ORDINANCE NO.: 2025-006

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 2 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ADMINISTRATION;" BY SPECIFICALLY AMENDING ARTICLE II, DIVISION 2, ENTITLED "COMPENSATION;" AMENDING SEC. 2-21, ENTITLED "TOWN COMMISSION COMPENSATION;" PROVIDING FOR AN ADJUSTMENT TO THE COMMISSION'S COMPENSATION AND AN ANNUAL COST OF LIVING ADJUSTMENT IN ACCORDANCE WITH THE CONSUMER PRICE INDEX; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Agenda Item Report - AIR-25-289

11.2. Consideration and approval of ordinance to authorize the Town Manager and Finance Director to be included as authorized signatories - Town Manager Lynch — 640 - 646

ORDINANCE NO.: 2025-007

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 24 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "TAXATION AND FINANCE;" BY SPECIFICALLY AMENDING ARTICLE III, ENTITLED "FINANCE;" AMENDING SEC. 24-102, ENTITLED "DISBURSEMENT BY CHECK ONLY; AUTHORIZATIONS TO SIGN CHECKS; TRANSFER FUNDS;" PROVIDING FOR THE TOWN MANAGER AND THE TOWN FINANCE DIRECTOR TO BE INCLUDED AS AUTHORIZED SIGNATORIES FOR TOWN CHECKS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Agenda Item Report - AIR-25-292

12. NEW BUSINESS

12.1. Consideration and Approval of the Contract with All County Paving for Roadway and Facility Paving Improvements - Public Services Director Odoms 647 - 769

Agenda Item Report - AIR-25-295

13. OLD BUSINESS

14. ATTORNEY REPORTS

15. TOWN MANAGER REPORTS

16. COMMISSION REPORTS

16.1. Commissioner Mohammmed
Acting Clerk Commissioner Morrissette
Clerk Commissioner Hodgkins
Vice Mayor Kashem
Mayor Jacobs

17. ANNOUNCEMENTS

17.1. Special Magistrate Hearing, Wednesday, September 17, 2025 at 9:00 a.m.
Second Budget Public Hearing, Wednesday, September 24, 2025 at 6:00 p.m.
Special Commission Meeting, Wednesday, September 24, 2025 at 6:30 p.m.
Workshop Commission meeting, Wednesday, September 24, 2025 at 7:00 p.m. or as soon as the Special Commission Meeting is completed.
Regular Commission meeting, Wednesday, October 15, 2025 at 7:00 p.m.

18. ADJOURNMENT

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.

Cynthia Garcia-Lima
Town Clerk

Agenda Item Report

Subject:	Proclamation - National Diaper Need Awareness Week
Meeting Date:	Regular Commission Meeting - September 10, 2025
Prepared For:	Town Commission
Staff Contact:	
Dept/Group:	
Recommendation for Counsel to consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

Septemebr 2025 National Diaper Need Awareness Week

TOWN OF PEMBROKE PARK
PROCLAMATION

NATIONAL DIAPER NEED AWARENESS WEEK

***WHEREAS**, diaper need, the condition of not being able to afford a sufficient supply of clean diapers to keep babies and toddlers clean, dry, and healthy, can adversely affect the health and well-being of children and their families; and,*

***WHEREAS**, national surveys and research studies report that nearly one in two families struggles with diaper need, and 48 percent of families delay changing a diaper to extend the available supply; and,*

***WHEREAS**, a daily or weekly supply of diapers is generally an eligibility requirement for babies and toddlers to participate in childcare programs and quality early-education programs that enable children to thrive and parents to work; and,*

***WHEREAS**, many parents struggling with diaper need report missing an average of five days of work each month due to an insufficient supply of diapers; and,*

***WHEREAS**, without enough diapers, babies and toddlers risk infections and health problems that may require medical attention resulting in medical costs, and parents may be prevented from accessing childcare needed to go to work or school, thereby destabilizing the family's economic prospects and well-being; and,*

***WHEREAS**, the people of Pembroke Park recognize that diaper need is a public health issue, and addressing diaper need can lead to economic opportunity for the state's families and communities and improved health for children, thus ensuring all children and families have access to the basic necessities required to thrive and reach their full potential; and,*

***WHEREAS**, Broward County is proud to be home to trusted community-based organizations including The Greater Fort Lauderdale Diaper Bank and The Florida Essential Needs Coalition that recognize the importance of diapers in ensuring health and providing economic stability for families and thus distribute diapers to families through various channels; and,*

***WHEREAS**, through their important work of addressing diaper needs, diaper banks play a critical role in supporting families, improving infant health and wellbeing, and advancing our local and state economic growth.*

***NOW, THEREFORE WE,** Mayor Geoffrey Jacobs, Vice Mayor Musfika Kashem, Clerk Commissioner William R. Hodgkins, Acting Clerk Commissioner Erik Morrissette and Commissioner Ashira Mohammed by virtue of the authority vested by the Town of Pembroke Park do hereby proclaim the week of September 15th, 2025, through September 21, 2025, as:*

NATIONAL DIAPER NEED AWARENESS WEEK

Dated this 10th day of September 2025.

_____
Geoffrey Jacobs, Mayor

_____
Musfika Kashem, Vice Mayor

_____
William R. Hodgkins, Clerk Commissioner

_____
Erik Morrissette, Acting Clerk Commissioner

_____
Ashira Mohammed, Commissioner

Agenda Item Report

Subject:	Commendation for Officer Alvin Pollock - Chief Daniel DeCoursey
Meeting Date:	Regular Commission Meeting - September 10, 2025
Prepared For:	Town Commission
Staff Contact:	Daniel DeCoursey, Police Chief
Dept/Group:	Police Department
Recommendation for Counsel to consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

Commendation 08.18.2025

Town of Pembroke Park Police Department

3150 SW 52 Avenue, Pembroke Park, Florida 33023
Telephone: 954-374-8639| Fax: 954-985-2172
www.tppfl.gov
Daniel DeCoursey, Chief of Police

TO: Officer Alvin "Josh" Pollock ID# 0051

FROM: Jose C. Baez, ID# 0053, Sergeant

DATE: August 18, 2025

SUBJECT: Commendation for Officer Alvin Pollock

On August 10, 2025, Officers Alvin Pollock and Community Service Aide (CSA) Dexter Bolden were conducting a routine business check at the Polo Club located at 5590 W. Hallandale Beach Boulevard, Pembroke Park, when venue security personnel notified Officer Pollock of a reported burglary of a conveyance that had occurred in the immediate area. Officer Pollock and CSA Bolden commenced an area check to locate the victim/reporting person. During that search, Officer Pollock was flagged down by an agitated Black Male Subject who was shouting that his car had been broken into and alleged that a member of the venue's security staff was responsible for the incident. The Subject stated that his vehicle had been burglarized. The subject added that a Glock semi-automatic handgun had been taken from his vehicle during the burglary.

Officer Pollock immediately notified the Broward Sheriff's Office (BSO) Communications Operator of this incident and requested that BSO Deputies respond to the scene for jurisdictional reporting purposes, as the incident occurred within their jurisdiction at 5600 W. Hallandale Beach Boulevard, West Park.

While conducting an area search for other Persons Involved, Officer Pollock was advised of a physical altercation occurring in the west parking lot of the Polo Club. The fight involved venue security personnel, the burglary victim, and an unidentified Black Male. The previous Subject ran toward Officer Pollock's marked vehicle to advise him that he had *"been beaten up"* during the altercation, and no one is *"taking him seriously."* Immediately after making this statement, the Subject began running away toward his vehicle. Officer Pollock executed a U-turn and followed the subject. At that time, the subject was observed opening the trunk of his vehicle and removing a black AR-Style pistol from within, and he began heading back toward the Polo Club while armed with the weapon.

Officer Pollock conducted an evasive maneuver with his police vehicle in an effort to intercept the subject's path towards the Polo Club establishment, then shouted commands at him from his vehicle. The Subject stopped, turned around, threw the rifle back into the trunk of his vehicle, and remained stationary. At that time, the Subject was detained and placed into the patrol vehicle for officer safety. Officer Ernesto Esteva arrived at the scene and made the weapon safe.

Town of Pembroke Park Police Department

3150 SW 52 Avenue, Pembroke Park, Florida 33023
Telephone: 954-374-8639| Fax: 954-985-2172
www.tppfl.gov

Daniel DeCoursey, Chief of Police

Officer Pollock conducted an NCIC/FCIC records check, which revealed negative results regarding the weapon being stolen or wanted for usage in a crime.

Members from the BSO West Park District responded to the scene. Deputy Raulerson advised that Rose would be placed into custody for Aggravated Assault with a Deadly Weapon under BSO Case #01-2508-000352.

Neither party in the incident at the Polo Club chose to prosecute, stating it was mutual combatants engaged. Subsequently, the Polo Club General Manager trespassed the subject from the property, Pembroke Park Police Case #PKPDOFF010636.

On that day, the suspect exhibited erratic behavior and brandished a rifle, which raised immediate concerns for the safety of innocent bystanders in the vicinity. Officer Pollock demonstrated remarkable composure and quick thinking in this high-pressure situation. Through a series of skillful verbal de-escalation techniques, he was able to engage the suspect and encourage him to reconsider his actions. This pivotal interaction led the suspect to voluntarily place the rifle back into the truck of his vehicle, a decision that undoubtedly prevented what could have escalated into a tragic situation. Had the suspect retained his weapon and acted out of anger to make a point, the potential for widespread harm was significant.

Thanks to Officer Pollock's decisive actions and the subsequent collaboration with the Broward Sheriff's Office, the suspect was successfully taken into custody without further incident. The swift resolution of this situation speaks volumes to the professionalism and dedication of all personnel involved in apprehending the suspect and ensuring public safety.

I extend my sincere gratitude to Officer Pollock and the other members of my squad who contributed to managing this incident effectively. Your outstanding efforts did not go unnoticed. Thank you for your commitment to keeping our community safe.

X_____
Dennis Allen, ID# 0008
Lieutenant

X_____ PIC049
Donald Prichard, ID# 0049
Captain

Town of Pembroke Park Police Department

3150 SW 52 Avenue, Pembroke Park, Florida 33023
Telephone: 954-374-8639| Fax: 954-985-2172
www.tppfl.gov

Daniel DeCoursey, Chief of Police

X Jason F. Ochoa
Jason F. Ochoa, ID# 0038
Deputy Chief

X
Daniel DeCoursey, ID# 0037
Chief of Police

Agenda Item Report

Subject:	Approval of Minutes - Town Clerk Garcia-Lima Regular Commission Meeting - May 14, 2025 Special Commission Meeting - May 22, 2025
Meeting Date:	Regular Commission Meeting - September 10, 2025
Prepared For:	Town Commission
Staff Contact:	Cynthia Garcia-Lima, Town Clerk
Dept/Group:	Clerk
Recommendation for Counsel to consider:	
Background Information:	
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

05.14.2025 - Regular Commission Meeting Minutes - Draft
05.22.2025 - Special Commission Meeting Minutes - Draft

MINUTES
REGULAR COMMISSION MEETING

7:00 PM – Wednesday May 14, 2025
Commission Chambers

The **REGULAR COMMISSION MEETING** of the Town of Pembroke Park was called to order on Wednesday, May 14, 2025, at 7:00 PM, in the Commission Chambers, with the following members present:

PRESENT: Mayor Ashira Mohammed; Vice Mayor Erik Morrissette; Clerk Commissioner William Hodgkins; Acting Clerk Commissioner Musfika Kashem; and Commissioner Geoffrey Jacobs

1 CALL TO ORDER
Mayor Mohammed called the meeting to order at 7:13pm

2 PLEDGE OF ALLEGIANCE
Led by Mayor and Commissioners

3 ROLL CALL
The meeting was called to order at 7:13 pm by Mayor Mohammed. Present at the meeting were Ashira Mohammed, Mayor; Erik Morrissette, Vice Mayor; William Hodgkins, Clerk Commissioner; Musfika Kashem, Acting Clerk Commissioner; Geoffrey Jacobs, Commissioner.

Additional staff in attendance were Jacobs Horowitz, Town Attorney; Cynthia Garcia-Lima, Town Clerk; Natalie Monfiston, Assistant City Clerk; and David Lynch, Town Manager.

4 DELETIONS OR WITHDRAWALS TO THE AGENDA

Commissioner Jacobs requested the addition of Item 12.9 – Broward Public Schools to the agenda.

Clerk Commissioner Hodgkins requested the addition of the following items:

- Item 12.10 – Pay Scale

- Item 12.11 – Parks and Recreation

ACTION: Clerk Commissioner Hodgkins made a motion to approve the amended agenda. Vice Mayor Morrissette seconded the motion, and it passed unanimously on a poll vote.

5 PRESENTATIONS / PROCLAMATIONS

5.1 Proclamation for National Safe Boating Week

5.2 Proclamation for National Police Week

5.3 Introduction of New Police Officer-Alvin Pollock

6 PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE

Reinisha McNeel, owner of Smartbridge Academy and resident of Pembroke Park, addressed the Town Commission regarding her upcoming academic summer camp program. She noted that flyers and program information had been provided to the Town Manager. Ms. McNeel highlighted that she has previously served on the Town's Planning and Zoning Committee and explained that Smartbridge Academy's enrichment camp is locally driven and designed to serve children and families of Pembroke Park. She requested the Town's support and sponsorship in the amount of $1,792.01 to assist with the program.

Dan Shawn of Craig A. Smith and Associates provided an update to the Commission regarding EKOS and its efforts to connect to the Town's sewer system. He advised the Commission on the potential impact and financial loss such a connection could present to the Town.

7 CONSENT AGENDA

7.1 Approval of Minutes - Town Clerk Garcia-Lima
April 7,2025, Workshop Commission Meeting
April 8, 2025, Special Workshop Commission Meeting
April 9, 2025, Regular Commission Meeting

7.2 Memorandum of Understanding between Florida Department of Law Enforcement (FDLE) and the Town to participate in the Florida Regional Law Enforcement Exchange System (RLEX) - Chief DeCoursey

7.3 Consideration and Approval of an Agreement for Stormwater System Maintenance Services - Public Services Director Merantus

7.4 Consideration and Approval of the Purchase of Four Portable Pumps for Stormwater and Emergency Operations - Public Services Director Merantus

7.5 Consideration and Approval of the Purchase of an Excavator for Public Services - Public Services Director Merantus

7.6 Consideration and Approval to Allocate $500 in Gift Cards for the Police Department - Mayor Mohammed

7.7 Consideration and Approval for Agreement with Keith for Professional Services - Town Manager Lynch

7.8 Consideration and Approval of the Purchase of Body-Worn Cameras for the Police Department - Chief DeCoursey

7.9 Consideration and Approval of the Purchase of a Vacuum Truck for Public Works Operations - Public Services Director Merantus

RESOLUTION NO.: 2025-016

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN MANAGER TO UTILIZE THE SOURCEWELL COOP CONTRACT SOLICITATION NO. RFP #101221, ATTACHED HERETO AS EXHIBIT "A," TO ACQUIRE THROUGH LEASE OR PURCHASE A VACTOR 2100i TRUCK, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "B" FROM ENVIRONMENTAL PRODUCTS GROUP IN ACCORDANCE WITH SEC. 1-129(5) OF THE TOWN'S CODE OF ORDINANCES; AUTHORIZING THE TOWN MANAGER TO TAKE ANY AND ALL STEPS NECESSARY TO EFFECTUATE THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER TO EXPEND FUNDS IN AN AMOUNT NOT TO EXCEED $559,541.70; AUTHORIZING THE TOWN MANAGER TO EXECUTE A LEASE TO PURCHASE AGREEMENT, SUBJECT TO THE REVIEW AND APPROVAL OF THE TOWN ATTORNEY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

7.10 Motion to Accept the Recommendation of the Pension Board and to approve the $152,912 contribution amount for the Commission Supplemental Retirement Plan - Town Manager Lynch

7.11 Consideration of support for 211 Broward in the Amount of $500.00 for the FY 2025-2026 Budget - Town Manager Lynch

7.12 Discussion and Possible Approval of a Summer Recess for the Town Commission - Acting Clerk Commissioner Kashem

7.13 Consideration and Approval of the FY 2025/2026 Budget Preparation Calendar

7.14 Consideration of Approval of State Highway Lighting Maintenance and Compensation Agreement - Public Services Director Merantus

7.15 Consideration and Approval of a Resolution adopting the proposed Millage Rate for FY 2025-2026 and setting the dates and times for the Tentative Budget Public hearing and the Final Budget Public Hearing, pursuant to FS 200.065. It is suggested the Tentative Budget Hearing be held on September 10, 2025 at 6:00 p.m. and the Final Budget Hearing on September 24, 2025 at 6:00 p.m.

RESOLUTION NO.: 2025-017

A RESOLUTION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ADOPTING A PROPOSED OPERATING MILLAGE RATE OF 8.5000 MILLS FOR THE FISCAL YEAR 2025-2026 COMMENCING OCTOBER 1, 2025, THROUGH SEPTEMBER 30, 2026; SETTING A DATE AND TIME FOR THE FIRST PUBLIC HEARING TO CONSIDER THE TENTATIVE MILLAGE RATE AND TENTATIVE BUDGET AND A DATE AND TIME FOR THE FINAL PUBLIC HEARING TO ADOPT THE FINAL MILLAGE RATE AND BUDGET; PROVIDING FOR DIRECTIONS TO THE TOWN MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.

ACTION: Clerk Commissioner Hodgkins made a motion to approve the Consent agenda. Vice Mayor Morrissette seconded the motion, and it passed unanimously on a poll vote.

8 PUBLIC HEARING

8.1 Awnings by Valrose - Sign Variance - Planning Consultant Vonder Meulen
File No: 25-SV-01
Applicant: Awnings by Valrose on behalf of 1730 PR LLC
Address: 1730 SW 30th Avenue
Request: The applicant is requesting four (4) variances from the sign code to increase the length and height of the sign. This application requests a variance from Section 21-20. (c).1.A limiting the letter height and Section 21-20. (c).1. B limiting the length of the sign.

RESOLUTION NO.: 2025-018

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING SIGN VARIANCE APPLICATION NO. 25-SV-01 AND GRANTING FOUR (4) SIGN

VARIANCES FOR THE PROPERTY LOCATED AT 1730 SW 30TH AVENUE, PEMBROKE PARK, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

ACTION: Vice Mayor Morrissette made a motion to approve Resolution 2025-018. Acting Clerk Commissioner Kashem seconded the motion, and it passed unanimously on a poll vote.

8.2 Pembroke Park Villas LLC - Site Plan Approval - Planning Consultant Vonder Meulen
File No: 22-SP-02
Applicant: Pembroke Park Villas LLC
Address: 4945 SW 41 Street
Request: The applicant is requesting a site plan approval for a new construction for 28 units townhome.
RESOLUTION NO.: 2025-019
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING A SITE DEVELOPMENT PLAN FOR APPLICATION 22-SP-02 LOCATED AT 4945 SOUTHWEST 41ST STREET, PEMBROKE PARK, FL/ PEMBROKE PARK VILLAS-28-UNIT TOWNHOME PROJECT; SUPERSEDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

ACTION: Commissioner Jacobs made a motion to approve Resolution 2025-019 with the modifications. Vice Mayor Morrissette seconded the motion, and it passed unanimously on a poll vote.

9. ORDINANCES

10. NEW BUSINESS

10.1 Discussion and possible action to reconsider the adoption of Resolution No. 2025-010, related to the appointment of the town mayor and other commission officers - Clerk Commissioner Hodgkins

The Town Attorney commented that the matter before the Commission is framed as a *motion to reconsider*. He explained that to reach a different conclusion, procedural steps must be followed. He stated that he met with Clerk Commissioner Hodgkins after the last Commission meeting to discuss the item, and after four weeks of consideration, he raised his concerns as they relate to the ordinance.

The Town Attorney noted the following observations:

- Commissioner Hodgkins is correct in part, as the ordinance references a rotation.
- The Charter requires an election every April in odd-numbered years.
- At the April meeting, the Commission made three attempts to rotate officers: two motions failed and a third did not receive a second. Ultimately, the Commission reappointed the existing slate of officers.
- The term “rotation” can be interpreted in several ways, including rotating one or all of the officer positions.
- The Charter does not provide for succession from Vice Mayor to Mayor, except in the event of absence or disability.

Clerk Commissioner Hodgkins stated that the resolution specifically references rotation of the Mayor and Vice Mayor positions. The Town Attorney read the relevant Charter provisions into the record.

Clerk Commissioner Hodgkins commented that, regardless of interpretation, the current arrangement does not appear to follow the intent of rotation, stating “it just seems that the mayor cannot be the mayor.”

The Town Attorney reiterated that the Commission is tasked with interpreting the Charter and that it is ultimately up to the Commission to decide who will serve as Mayor. He advised that the process requires two steps:

1. A motion to reconsider must be made and voted on.
2. If the motion passes, the substantive item returns before the Commission for consideration.

Clerk Commissioner Hodgkins made a motion to reconsider.

Mayor Mohammed commented that there appears to be animosity directed at her regarding this item, and noted that the Charter amendment requiring rotation was passed by the entire board. She asked the Town Clerk to review who made the motion appointing her as Mayor. The Town Clerk confirmed that all actions taken in April resulted in Mayor Mohammed being voted as Mayor.

Clerk Commissioner Hodgkins stated that the purpose of the rotation is to give every Commissioner the opportunity to serve as Mayor and learn the role, emphasizing that all Commissioners voted in favor of this concept.

Vice Mayor Morrissette asked the Town Attorney whether the resolution states that rotation “must” or “may” occur. The Town Attorney responded that the voter-approved Charter amendment states: *“Shall the amendment provide for the appointment by the Town Commission and rotation of the Mayor Commissioner, Vice Mayor Commissioner, Clerk Commissioner, and Acting Clerk Commissioner every two years?”*

Vice Mayor Morrissette seconded the motion to reconsider, adding that he would not be the Commissioner to ignore the will of the voters.

Commissioner Jacobs stated that although he has voiced concerns about the Mayor over the past two years, he must honor his oath to work in the best interest of the residents and respect the voters’ decision to require rotation every two years. He expressed support for the motion to reconsider.

Vice Mayor Morrissette added that he believes the purpose of rotation is to provide Commissioners who have not previously served as Mayor with the opportunity to gain that experience.

The Town Attorney questioned the reconsideration motion and clarified the procedural steps required for the Commission to move forward.

ACTION: Clerk Commissioner Hodgkins made a motion to reconsider. Commissioner Jacobs seconded the motion, and it passed 3-2 vote with Acting Clerk Commissioner Kashem and Mayor Mohammed opposing.

Town Attorney Horowitz stated that the item was now properly before the Commission for further action, noting that this was the resolution adopted at the last Commission meeting. He explained that there are five officer positions on the Commission to fill, and that the intent, as outlined by Commissioners Hodgkins, Morrissette, and Jacobs, is to establish a clear rotation.

Mayor Mohammed asked whether she was precluded from serving in any leadership position. The Town Attorney responded that he did not believe she was, but that determination rested with her colleagues. He clarified that he would not interpret the Charter as barring her from leadership roles.

Mayor Mohammed then asked if she was precluded from serving a second term as Mayor. The Town Attorney stated that, based on the Commission’s current interpretation, that was the case.

Vice Mayor Morrissette asked whether, if all Commissioners were reelected, the process of rotation would continue. The Town Attorney advised that such decisions would rest with the Commission, but that the Charter requires rotation.

Mayor Mohammed moved to appoint Commissioner Jacobs as Mayor. Commissioner Jacobs seconded the motion.

ACTION: Mayor Mohammed made a motion for Commissioner Jacobs to be appointed mayor. Commissioner Jacobs seconded the motion, and it failed 2-3 with Acting Clerk Commissioner Kashem, Clerk Commissioner Hodgkins and Vice Mayor Morrissette opposing.

ACTION: Clerk Commissioner Hodgkins made a motion for Vice Mayor Morrissette to be mayor. Vice Mayor Morrissette seconded the motion, and it failed 2-3 with Commissioner Jacobs, Mayor Mohammed and Acting Clerk Commissioner Kashem opposing.

Town Manager Lynch advised the Commission that there had been discussion about convening a special meeting. He stated that if the Commission wished to adjourn for the evening, the Town Clerk could check on potential dates for a special meeting. He noted that one Commissioner would be out of town but clarified that the meeting could still be held as long as a quorum was present.

11 OLD BUSINESS

There was no old business to discuss.

12 DISCUSSION

12.1 ~~Consideration of Approval of a Development Agreement for the Proposed Residential Development Project Ekos - Pembroke Park - Town Manager Lynch~~ **~~(REMOVED)~~**

ACTION: REMOVED

12.2 Consideration and Approval of the Purchase and Installation of a Modular Office Building for Public Services - Public Services Director Merantus

ACTION: Vice Mayor Morrissette made a motion to approve the purchase and installation of a modular office building for Public Services. Acting Clerk Commissioner Kashem seconded the motion, and it passed unanimously on a poll vote.

12.3 Consideration and approval of $1,000 Contribution to Feeding South Florida - Town Manager Lynch

ACTION: Vice Mayor Morrissette made a motion to approve the $1,000 contribution to Feeding South Florida. Clerk Commissioner Hodgkins seconded the motion, and it passed unanimously on a poll vote.

12.4 Consideration of approval of Interlocal Agreement with Broward County for Building Inspection Services - Town Manager Lynch (UPDATED)

ACTION: Clerk Commissioner Hodgkins made a motion to approve the Interlocal Agreement with Broward County Building Inspection Services. Vice Mayor Morrissette seconded the motion, and it passed unanimously on a poll vote.

12.5 Consideration and Approval to Participate in the Pembroke Park/West Park Small Business Resource Fair

ACTION: Clerk Commissioner Hodgkins made a motion to approve participation in the Pembroke Park/West Park Small Business Resource Fair. Vice Mayor Morrissette seconded the motion, and it passed unanimously on a poll vote.

12.6 Discussion and consideration of authorizing the Town Manager to enter into an agreement with Florida Atlantic University ("FAU") to conduct a redistricting study - Mayor Mohammed (UPDATED)

The Town Attorney noted that redistricting is an item he and Mayor Mohammed have discussed over the years and that it has resurfaced during a recent Commission meeting. He emphasized that the Town is significantly overdue for a redistricting process, noting that the last effort likely occurred many years ago.

He explained that state and federal law governs the reapportionment of commissioner districts, and the Town must comply with criteria including geographic compactness, existing district boundaries, future development patterns, and the locations of incumbent commissioners.

The Town Attorney further noted that many municipal charters require the involvement of a four-year college or university to conduct redistricting due to their expertise and objectivity. He clarified that under the Town's procurement code, there is an exception allowing the Town to contract directly with colleges and universities, bypassing the standard

procurement process. The Town Charter, however, is silent regarding specific redistricting procedures.

The estimated cost to conduct the redistricting process through a qualified institution is approximately $25,000.

ACTION: Commissioner Jacobs made a motion to approve the Town Manager to enter into an agreement with Florida Atlantic University. Clerk Commissioner Hodgkins seconded the motion, and it passed unanimously on a poll vote.

12.7 Consideration of Approval of a Resolution delegating the Town Manager, to negotiate and execute as needed during the Commission's summer recess - Town Manager Lynch

Resolution No.: 2025-020

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN MANAGER, OR HIS DESIGNEE, TO NEGOTIATE AND EXECUTE, AS MIGHT BE NECESSARY DURING THE COMMISSION'S SUMMER RECESS, CONTRACTS AND CHANGE ORDERS ABOVE THE TOWN MANAGER'S PURCHASING AUTHORITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

ACTION: Commissioner Jacobs made a motion to approve Resolution 2025-020. Vice Mayor Morrissette seconded the motion, and it passed unanimously on a poll vote.

12.8 Discussion on Town Attorney's memorandum on outside employment - Commissioner Jacobs (ADDED)

Commissioner Jacobs stated that he received an email from the Town Attorney outlining concerns regarding the hiring process of personnel working with Commissioners. According to Town policy, all positions must go through Human Resources (HR) and be properly posted. He noted that the process appears to have been bypassed in a recent case involving an individual hired to work with a Commissioner. Commissioner Jacobs expressed concern that the individual is also an elected official in another municipality, raising ethical and legal issues under the Florida Ethics Code (Chapter 112). He cited a similar issue the Town experienced in the past when the Town Manager simultaneously served as an elected official in Plantation.

Clerk Commissioner Hodgkins agreed, emphasizing the importance of consistently following standard procedures for posting positions and

allowing open applications. He stated that if the process was not followed in this instance, it must be addressed and corrected.

The Town Attorney explained that this case is unique because the individual is currently serving as an elected official elsewhere. He referenced Chapter 112 of the Florida Statutes, which regulates public officers seeking employment with other public entities. While some HR-related concerns exist, the primary legal issue arises from the individual's elected status, which violates state law.

Mayor Mohammed clarified that on April 11th, an email from the Town Manager empowered Commissioners to hire a part-time assistant at $25/hour, not exceeding 19 hours per week. The email stated that the position was considered "personal" and would be handled directly through HR for security screening and onboarding and therefore did not require posting. Vice Mayor Morrissette confirmed this.

Commissioner Jacobs reiterated that, while the email clarified the hiring process, the Florida Ethics Code complicates matters because the individual is also an elected official. Mayor Mohammed added that HR was involved at the time and had raised no concerns. The issue only came to light during a casual conversation with the Town Attorney, who was initially unaware of the individual's elected status.

The Town Attorney confirmed that he became aware of the ethical issue during the conversation and acknowledged it triggered a red flag. Upon review, he determined that the hiring process violated state law due to the individual's elected status.

Clerk Commissioner Hodgkins asked directly whether the action was legal. The Town Attorney responded that the process was in violation of state law. Clerk Commissioner Hodgkins concluded that the firing and hiring process was handled incorrectly, a point the Town Attorney agreed with.

Mayor Mohammed assured the Commission that corrective measures are currently being taken. Commissioner Jacobs noted that he had already raised concerns with HR and expressed optimism that the situation will not recur, especially with the recent hiring of a new HR Director.

The Town Manager introduced the new HR Director, Bradley Frishman. Mayor Mohammed confirmed that Mr. Frishman has posted the position, and 15 applicants have already applied. Clerk Commissioner Hodgkins commended Mr. Frishman for his professionalism and responsiveness.

12.9 Discussion on Broward Public School- Commissioner Jacobs (ADDED)

Commissioner Jacobs commented that the Broward County School Board has voted to end free lunches for all public schools in the county. He expressed concern, noting that for some children, school lunch may be their only substantial meal of the day. He explained that during the COVID-19 pandemic, schools provided free breakfast and lunch to all students; however, funding ran out, and the school board subsequently raised lunch prices by $1.

Commissioner Jacobs reported that he reached out to Watkins Elementary and Lake Forest Elementary, and calculated that at $3 per meal, the cost to fund lunches for students in Pembroke Park would range from approximately $260,000 to $510,000. He suggested that local providers, such as Appetite or a similar entity, could potentially assist. Commissioner Jacobs stated that during the meeting recess, he would work with the Town Manager, with the support of the Commission, to develop a proposal to bring back at the next meeting to ensure students in Pembroke Park are provided meals.

Clerk Commissioner Hodgkins asked if there is a chance the Broward County School Board will reverse their decision. Commissioner Jacobs responded that it is unlikely. Clerk Commissioner Hodgkins offered his support and stated he would dedicate time to any effort worthwhile.

Vice Mayor Morrissette inquired whether contributions could be made through a nonprofit organization. Mayor Mohammed responded that previously ARPA funds were used to subsidize lunches and noted that local businesses and individuals could donate directly to school cafeteria funds. She also suggested applying for grants, such as those from American Beverage, and noted that Reinisha McNeel, who works at one of the schools, could be a valuable resource.

Commissioner Jacobs confirmed that he has direct contact with both elementary school principals. The Town Manager stated that he will work internally to support the initiative and noted that because the school year begins quickly in August, a special meeting may be necessary to allow the Commission to take direct action.

Mayor Mohammed asked if everyone was comfortable with Commissioner Jacobs working on this initiative, and the Commission unanimously agreed.

12.10 Discussion on Pay Scale – Clerk Commissioner Hodgkins (ADDED)

Clerk Commissioner Hodgkins addressed a recent issue involving an employee who received a raise and a title change. Initial information suggested that, due to overtime, the employee's total earnings exceeded $100,000 per year. After verification with the Finance Department, it was confirmed that the employee's actual compensation did not exceed $80,000. Clerk Commissioner Hodgkins emphasized the importance of ensuring that accurate information is received before making personnel decisions. Mayor Mohammed responded that going forward, the Town will ensure all relevant information is thoroughly vetted.

Clerk Commissioner Hodgkins also addressed the topic of Commission rotation. He noted that voters approved a referendum requiring the rotation of officer positions every two years. He stressed that the Commission is obligated to follow the voters' directive. Mayor Mohammed clarified that this discussion pertained specifically to Agenda Item 10.1. Clerk Commissioner Hodgkins reiterated that, since the measure passed, the Commission must implement the rotation in accordance with the referendum.

12.11 Discussion on Park and Recreations – Clerk Commissioner Hodgkins (ADDED)

Clerk Commissioner Hodgkins commented that many people are not familiar with Kevin or his responsibilities and inquired about his background and qualifications. He noted that Kevin's resume did not reference formal education or experience in horticulture or a related field.

Kevin responded that he has studied horticulture independently and has been gardening throughout his life.

Clerk Commissioner Hodgkins further asked whether Kevin holds any degrees or formal certifications in horticulture or a related field, stating that his questions were intended to address concerns he had received from others.

13 ATTORNEY REPORTS

Town Attorney has no reports or comments.

14 TOWN MANAGER REPORTS

Town Manager Lynch commented there will be a literacy class for 5th graders, if any commissioner can appear for a few minutes.

15 COMMISSION REPORTS

Commissioner Jacobs commented that the commission needs to stop fighting and argue as that is not what the commission should be about. He also stated he will continue to try his best to get all children in Pembroke Park fed and work with the Broward County school board.

Mayor Mohammed commented that Pembroke Park has always been a dysfunctional family. She has helped and provided continuous educational tools for everyone in the commission for review and study.

Clerk Commissioner Hodgkins mentioned he is looking forward to the next meeting and hopefully they can come to some sort of amicable solution.

Acting Clerk Commissioner Kashem had no comment to report.

Vice Mayor Morrissette commented he doesn't like when people disrespect or demean the voters. He said he would like to see Clerk Commissioner Hodgkins as mayor because he believes he would be a very good mayor, and voters have asked us to rotate.

16 ANNOUNCEMENTS

16.1 Special Magistrate Hearing, May 21, 2025, at 9:00 a.m.
Workshop Commission meeting, August 6, 2025, at 6:00 p.m.
Regular Commission meeting, August 13, 2025, at 7:00 p.m.

17 ADJOURNMENT

Meeting adjourned at 9:59 pm.

ATTEST:

_____
Cynthia Garcia-Lima, Town Clerk

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will 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.

DRAFT

MINUTES REGULAR COMMISSION MEETING

5:00 PM - Thursday, May 22, 2025
Commission Chambers

The REGULAR COMMISSION MEETING of the Town of Pembroke Park was called to order on Thursday, May 22, 2025, at 5:00 PM, in the Commission Chambers, with the following members present:

PRESENT: Mayor Ashira Mohammed; Vice Mayor Erik Morrissette; Clerk Commissioner William Hodgkins; and Commissioner Geoffrey Jacobs;

EXCUSED: Acting Clerk Commissioner Musfika Kashem

1 CALL TO ORDER

Mayor Mohammed called the meeting to order at 5:00pm

2 PLEDGE OF ALLEGIANCE

Led by Mayor and Commissioners

3 ROLL CALL

The meeting was called to order at 5:00 pm by Mayor Mohammed. Present at the meeting were Ashira Mohammed, Mayor; Erik Morrissette, Vice Mayor; William Hodgkins, Clerk Commissioner; Musfika Kashem, Acting Clerk Commissioner; Geoffrey Jacobs, Commissioner

Additional staff in attendance were Jacob Horowitz, Town Attorney; Cynthia Garcia-Lima, Town Clerk; David Lynch, Town Attorney, and Stanley Merantus, Public Services Director.

4 DELETIONS OR WITHDRAWALS TO THE AGENDA

9.5 Broward County AFL CIO Labor Ball

ACTION: Vice Mayor Morrissette made a motion to adopt an amended agenda. Commissioner Jacobs seconded the motion, and it passed unanimously on a poll vote.

5 PUBLIC COMMENTS RELATED TO AGENDA ITEMS /GOOD & WELFARE

Rick Chaples, representing the Kelsey Group, addressed the Commission regarding Ordinance 7.1, which considers eliminating business tax receipts. He expressed support for the proposal, noting that it would reduce paperwork and simplify processes for businesses. Mr. Chaples inquired when a final decision would be made, and the Commission advised that it is scheduled for August 13th.

Lisha Hyatt, partner with Co. Lisha Hyatt and a member of a coalition in Pembroke Park, expressed concerns regarding comments made by Clerk Commissioner Hodgkins on social media. She stated that she does not understand how he can serve on the Commission while holding beliefs she described as supportive of lynching.

Mayor Jacobs reminded Ms. Hyatt of the Commission's public comment rules, emphasizing that comments must be directed to the entire Commission, not to individual members, and that personal attacks on Commissioners are not permitted.

Clerk Commissioner Hodgkins provided an explanation to Ms. Hyatt regarding the context and reasoning for his social media post.

6 RESOLUTIONS

6.1 Consideration and Approval of Town Support for Student Meal Assistance Following Discontinuation of Broward County Schools' Free Food Program

RESOLUTION NO.: 2025-021

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, OPPOSING THE SCHOOL BOARD OF BROWARD COUNTY'S DECISION TO ELIMINATE THE UNIVERSAL FREE LUNCH PROGRAM IN BROWARD COUNTY SCHOOLS; AUTHORIZING AND DIRECTING THE TOWN MANAGER, OR HIS DESIGNEE, TO PURSUE ALL AVAILABLE OPTIONS TO ENSURE THAT STUDENTS IN THE TOWN HAVE ACCESS TO FREE LUNCHES FOR THE 2025-2026 SCHOOL YEAR; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Jacobs reported that, based on his research, approximately 75% of students residing in the Town of Pembroke Park qualify for free lunches. He noted that this reduces the estimated cost to $60,000 and suggested that the Commission approve moving forward immediately, with the possibility of seeking grants later to reimburse the Town. This funding would cover both free breakfast and lunch for eligible students.

Vice Mayor Morrissette stated that this funding would serve as a backup in case other sources of support are not available and indicated that he had no opposition to the proposal.

Clerk Commissioner Hodgkins also expressed support, emphasizing that all children should have access to breakfast and lunch.

ACTION: Commissioner Jacobs made a motion to approve Resolution 2025-021. Clerk Commissioner Hodgkins seconded the motion, and it passed unanimously on a poll vote.

7 ORDINANCES

7.1 Consideration of approval of eliminating Business Tax Receipts (BTRs) - Town Manager Lynch (UPDATED)

ORDINANCE NO.: 2025-003

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA RELATED TO LOCAL BUSINESS TAX RECEIPTS; REPEALING CHAPTER 15, ARTICLE II OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "BUSINESS TAX RECEIPTS;" PROVIDING FOR THE REPEAL OF ALL BUSINESS TAX RECEIPTS LEVIED BY THE TOWN IN ACCORDANCE WITH CHAPTER 205, F.S.; AMENDING SECTION 28-187.1, ENTITLED "SPECIFIC USE REGULATIONS;" PROVIDING FOR CONSISTENCY IN THE CODE; PROVIDING FOR TRANSITION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

ACTION: Commissioner Jacobs made a motion to approve Ordinance 2025-003. Vice Mayor Morrissette second the motion, and it passed unanimously on a poll vote.

7.2 Consideration and approval of Ordinance Providing a Cost-of-Living Adjustment (COLA) to Commissioners - Town Manager Lynch (UPDATED)

ORDINANCE NO.: 2025-004

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 2 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ADMINISTRATION;" BY SPECIFICALLY AMENDING ARTICLE II, DIVISION 2, ENTITLED "COMPENSATION;" AMENDING SEC. 2-21, ENTITLED "TOWN COMMISSION COMPENSATION;" PROVIDING FOR ANNUAL COST OF LIVING ADJUSTMENTS TO THE TOWN COMMISSION'S COMPENSATION IN ACCORDANCE WITH THE CONSUMER PRICE INDEX; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Gloria Rosen addressed the Commission regarding potential adjustments to the pension plan, explaining that the choice between a flat rate increase or a cost-of-living adjustment (COLA) would not affect the plan itself. She outlined the ramifications of each approach and how the plan operates.

Mayor Mohammed inquired whether it would be easier to implement a flat rate increase versus a COLA. Gloria Rosen responded that a COLA could present challenges for the Town.

Clerk Commissioner Hodgkins noted that over the past four years, inflation has increased by approximately 14%. Gloria Rosen stated that a flat increase could achieve the same or better results in the future. She further explained that under the pension plan rules, a new rate would remain in effect for four months to establish it as the new rate.

Commissioner Jacobs added that, based on a review of commissioner pay in Broward County, this is an elected position rather than an employment role. He noted that the current pay, around $52,000, is already on the high end. He suggested that it would be in the Town's best interest to table the discussion and revisit it later after gathering additional information.

ACTION: Commissioner Jacobs made a motion to table Ordinance 2025-004. Clerk Commissioner Hodgkins seconded the motion, and it passed unanimously on a poll vote.

8 OLD BUSINESS

9 NEW BUSINESS

9.1 Emergency Purchase - Town Hall Air Conditioning Repair - Public Services Director Merantus (ADDED)

Public Works Director Merantus explained that the first-floor air conditioning compressor had failed, necessitating an emergency purchase of a new unit. He advised that waiting for the standard procurement process could risk damage to the second compressor.

Vice Mayor Morrissette asked whether a warranty might exist on the compressor, noting that the previous Public Works Director had purchased it, and requested that the information be researched.

Mayor Mohammed inquired about the timeline for installation of an updated or new air conditioning system. Vice Mayor Morrissette responded that the Town will be receiving a new cooling tower.

Public Works Director Merantus noted that the Commission previously approved an item in the ARPA funding list for a new cooling tower and associated modifications. He indicated that a vendor has been identified and he will bring the proposal before the Commission for approval.

Clerk Commissioner Hodgkins commented that Public Works had received excessively high bids in previous solicitations and had decided to continue searching for additional vendors.

Mayor Mohammed clarified that she wanted an update, as she was aware that the previous Public Works Director had initiated the process, and she asked if all air conditioning issues would be addressed with the new installation. Public Works Director Merantus confirmed that all problems will be addressed.

Commissioner Jacobs inquired about the cost, and Mayor Mohammed advised that the emergency compressor replacement amounted to $7,950.

ACTION: Clerk Commissioner Hodgkins made a motion to approve item 9.1. Vice Mayor Morrissette seconded the motion, and it passed unanimously on a poll vote.

9.2 Emergency Purchase – Shower Installation Repair at Parks Building - Public Services Director Merantus (ADDED)

Vice Mayor Morrissette asked whether the Commission had already approved the project.

Clerk Commissioner Hodgkins responded that while the project had been approved, the work received was not what had originally been requested.

Public Works Director Merantus explained that the showers at Preserve Park require remodeling and requested approval to proceed with the installation.

Mayor Mohammed noted that although this is being presented as an emergency purchase, the bathrooms have been in disrepair for an extended period. She emphasized the importance of ensuring that all emergency repairs follow the proper procurement process.

The Town Attorney clarified that the Town's procurement code permits emergency purchases in certain situations, including equipment failure, catastrophic damage to Town property, or other unexpected events. This provision allows the Town Manager to take corrective action without the standard procurement process. The Commission retains the authority to determine what constitutes an emergency.

ACTION: Clerk Commissioner Hodgkins made a motion to approve Emergency Purchase – Shower Installation Repair at Parks Building. Vice Mayor Morrissette seconded the motion, and it passed unanimously on a poll vote.

9.3 Recognition of Ashira Mohammed- 2025 Honoree of the Unique CAHM and Culture Awards (ADDED)

Mayor Mohammed commented that she would like to purchase a table and take out an ad for an upcoming event but was unsure of the pricing.

The Town Clerk noted that no pricing had been provided for the ad; the only available information was $160 per person or tables of 10, with no separate pricing for tables.

Clerk Commissioner Hodgkins stated that the request was essentially for a donation from the Town to honor Mayor Mohammed.

Mayor Mohammed clarified that the expenditure should not exceed $2,600.00.

ACTION: Vice Mayor Morrissette made a motion to approve item 9.3 and not to exceed $2,600. Commissioner Jacobs seconded the motion, and it passed unanimously on a poll vote.

9.4 Discussion and possible action related to the appointment of the town mayor and other commission officers - Clerk Commissioner Hodgkins (UPDATED)

Clerk Commissioner Hodgkins noted that this topic had been discussed extensively in a prior meeting and that Commissioner Musfika was not online. He expressed concern that, without a full quorum, a vote would likely result in a 2-2 tie. According to the ordinance and the voters' directive, the mayor can no longer serve in that role under the rotation policy. He noted that the vice mayor could temporarily assume the mayor's duties until a full quorum is present.

Commissioner Jacobs stated that a quorum is required to vote.

Clerk Commissioner Hodgkins and Vice Mayor Morrissette suggested tabling the item until August when Acting Clerk Commissioner Musfika returns.

Mayor Mohammed stated that she had contacted the Attorney General's office to request an opinion regarding her eligibility to serve as mayor again. She noted that the AG's office confirmed they would review the matter but emphasized that, absent explicit language barring reappointment in the charter amendment, there is no legal prohibition.

Clerk Commissioner Hodgkins clarified that the rotation does not ban anyone but simply moves members to different positions after an election. Mayor Mohammed reiterated that, without language barring reappointment, she sought legal guidance.

Vice Mayor Morrissette emphasized that no one intends to bar Mayor Mohammed. He noted that voters approved rotation every two years and suggested following the attorney's recommendations regarding rotation by districts or by name.

The Town Attorney summarized the matter, noting that the ballot question clearly intended to provide for rotation. Interpretation of the rotation is the responsibility of the Commission. He stated there is no legal barrier preventing a member from serving multiple terms as mayor. Other municipalities in Broward County and throughout Florida have similar rotation policies. He explained that an ordinance could be adopted to implement the charter's rotation policy. However, because Pembroke Park does not have staggered terms and all commissioners are up for reelection every four years, only two members could serve as mayor during any given four-year period.

Clerk Commissioner Hodgkins commented that the Commission could not reach agreement on a rotation order due to one member being absent. He suggested a motion to appoint Commissioner Jacobs as mayor. Vice Mayor Morrissette seconded the motion.

Mayor Mohammed asked whether a motion had been made. The Town Attorney clarified that procedurally, a vote on the motion to table had not yet occurred. He explained that the current motion to appoint would take precedence and that four other positions still need to be designated. Additionally, a resolution previously adopted is up for reconsideration and will require action based on the Commission's vote.

ACTION: Clerk Commissioner Hodgkins made a motion to appoint Commissioner Jacobs as mayor. Vice Mayor Morrissette seconded the motion and passed unanimously on a poll vote.

Mayor Mohammed appointed Acting Clerk Commissioner Kashem to serve as Vice Mayor.

The Town Attorney noted that the appointment is valid, subject to Acting Clerk Commissioner Kashem accepting the nomination.

Commissioner Jacobs expressed concerns, noting that she had declined the mayoral position and questioning whether she would be willing to assume mayoral duties in the mayor's absence.

Commissioner Jacobs then seconded the motion to appoint Acting Clerk Commissioner Kashem as Vice Mayor.

ACTION: Mayor Mohammed made a motion to appoint Acting Clerk Commissioner Kashem as Vice Mayor. Commissioner Jacobs seconded the motion, and passed on a poll vote 3-1 with Clerk Commissioner Hodgkins opposing.

Commissioner Jacobs made a motion to appoint Mayor Mohammed as Clerk Commissioner.

Mayor Mohammed seconded the motion.

ACTION: Commission Jacobs made a motion to appoint Commissioner Mohammed as Clerk Commissioner. Commissioner Commissioner Mohammed seconded the motion, and it failed 2-2 with Commissioner Morrissette and Commissioner Hodgkins voting against.

Vice Mayor Morrissette made a motion to make Hodgkins Clerk Commissioner.

Commissioner Jacobs seconded the motion.

ACTION: Vice Mayor Morrissette made a motion to appoint Clerk Commissioner Hodgkins as Clerk Commissioner. Commissioner Jacobs seconded the motion, and it passed unanimously on a poll vote.

Mayor Mohammed made a motion to appoint Vice Mayor Morrissette as Acting Clerk Commissioner.

Commissioner Jacobs seconded the motion.

ACTION: Mayor Mohammed made a motion to appoint Vice Mayor Morrissette as Acting Clerk Commissioner. Commissioner Jacobs seconded the motion, and it passed unanimously on a poll vote.

The Town Attorney read the amended resolution 2025-010 into the record.

ACTION: Mayor Jacobs made a motion to approve the Amended Resolution 2025-010. Clerk Commissioner Hodgkins seconded the motion, and it passed unanimously on a poll vote.

9.5 Broward County AFL CIO Labor Ball – Town Clerk

Mayor Mohammed asked what the amount for AFL CIO Labor Ball will be.

Commissioner Jacobs mentioned $2,500 for 10 tickets.

Mayor Mohammed asked if they only get the table.

Town Clerk said the lowest sponsor is $3,800 which includes a table, 10 dinner tickets, two VIP tickets and half page.

Commissioner Jacobs requested a silver package.

ACTION: Commissioner Jacobs made a motion to approve item 9.4 for $3,800, Silver Package. Clerk Commissioner Hodgkins seconded the motion, and it passed unanimously on a poll vote.

10 ATTORNEY COMMENTS

The Town Attorney had no comments.

11 TOWN MANAGER COMMENTS

The Town Manager made no comments.

12 COMMISSIONER COMMENTS

Mayor Jacobs emphasized that Pembroke Park operates under a commission form of government, where the Commission oversees the Town. He noted concerns about actions circumventing the Commission and stressed the need for the Commission to actively oversee their respective areas.

Clerk Commissioner Hodgkins suggested prioritizing grants and ensuring that projects are completed efficiently.

Acting Clerk Commissioner Morrissette agreed with Mayor Jacobs, adding that good communication with Town staff is essential. He emphasized consulting department personnel when making changes, as they have detailed knowledge of their operations.

Commissioner Mohammed congratulated Mayor Jacobs on his new role and expressed support for his leadership. She provided guidance regarding the upcoming holiday party, requesting that Town staff obtain three quotes and follow proper procurement procedures. She also mentioned that she would be interviewing applicants for her commissioner assistant position, noting there are approximately 20 candidates available. She asked if any other commissioners were interested in selecting from the applicants. Additionally, she inquired who would oversee Town operations while the Town Manager is away.

Mayor Jacobs stated that these circumstances highlight the need for an Assistant Town Manager.

Jeffrey Lewis, Building Manager, noted that during his absence in an emergency, he had been designated as acting Town Manager to handle day-to-day paperwork.

Acting Clerk Commissioner Morrissette suggested discussing the Assistant Manager position with the Town Manager upon his return.

Commissioner Mohammed agreed with Mayor Jacobs, noting that the Town historically had an Assistant City Manager position, which was later split into two assistant roles. She emphasized that additional staff is needed to prevent critical tasks, such as grant administration, from falling through the cracks.

She also asked whether new personnel would be hired over the summer or if a hiring freeze should be implemented.

The Town Attorney clarified that the resolution granting additional authority to the Town Manager over the summer pertained only to procurement and did not authorize any hiring.

Mayor Jacobs concluded that, therefore, no summer hiring would take place.

13 ANNOUNCEMENTS

13.1 Workshop Commission Meeting, August 6, 2025, at 6:00pm
Regular Commission Meeting, August 13, 2025, at 7:00pm

14 ADJOURNMENT

Meeting was adjourned on

ATTEST:

_____

Cynthia Garcia-Lima, Town Clerk

Commission approved on:

In accordance with the provisions of F.S. Section 286.0105, should any person seek to appeal any decision made by the Commission with respect to any matter considered at this meeting, such person will 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.

Agenda Item Report

Subject:	Consideration and Approval of Cooperative Purchasing Agreement with Garber Ford Inc. through the Florida Sheriffs Association Contract - Police Chief DeCoursey RESOLUTION NO.: 2025-033 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF A COOPERATIVE PURCHASING AGREEMENT WITH GARBER FORD INC. THROUGH THE FLORIDA SHERIFFS ASSOCIATION CONTRACT FOR THE ACQUISITION OF POLICE VEHICLES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - September 10, 2025
Prepared For:	Town Commission
Staff Contact:	Daniel DeCoursey, Police Chief
Dept/Group:	Police Department
Recommendation for Counsel to consider:	
Background Information:	he Police Department seeks approval to enter into a cooperative purchasing agreement with Garber Ford Inc. for the acquisition of police vehicles. The agreement is being procured through the Florida Sheriffs Association's competitively bid cooperative contract, which provides cost savings and ensures compliance with the Town's purchasing requirements. Utilizing the Florida Sheriffs Association contract allows the Town to obtain necessary vehicles at favorable pricing while maintaining efficiency in the procurement process. Approval of this agreement will support the Police Department in maintaining a reliable fleet to meet public safety needs.
Staff Recommendations:	Staff recommends the Town Commission approve the cooperative purchasing agreement with Garber Ford Inc. through the Florida Sheriffs Association contract.
Procurement:	Cooperative agreement
Financial Implications:	
Alternatives:	

ATTACHMENTS:

Resolution No. 2025-033
Cooperative contract (Garber Ford)
FSA Contract - VEL32.0-Final-Award-Packet
Town Of Pembroke Park 2025 Ford PIU K8A Quote 7_17_25
Town of PembrokPark 2025 Ford F-150 Police Responder XL 4WD SuperCrew Quote 7_18_25) (1)

RESOLUTION NO. 2025-033

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF A COOPERATIVE PURCHASING AGREEMENT WITH GARBER FORD INC. THROUGH THE FLORIDA SHERIFFS ASSOCIATION CONTRACT FOR THE ACQUISITION OF POLICE VEHICLES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park Police Department requires the acquisition of vehicles to ensure continued public safety operations; and

WHEREAS, the Florida Sheriffs Association has conducted a competitive bidding process and established a cooperative purchasing contract available to municipalities throughout the State of Florida; and

WHEREAS, the Town Commission desires to utilize the Florida Sheriffs Association contract with Garber Ford Inc. in order to achieve cost savings and efficiencies while maintaining compliance with applicable procurement requirements; and

WHEREAS, the Town Commission finds that approval of the cooperative purchasing agreement with Garber Ford Inc. is in the best interests of the health, safety, and welfare of the residents of the Town.

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

SECTION 1. The cooperative purchasing agreement with Garber Ford Inc. through the Florida Sheriffs Association contract for the acquisition of police vehicles is hereby approved.

SECTION 2. The Town Manager is hereby authorized to execute the agreement and any necessary documents to implement the purchase, subject to approval as to form and legality by the Town Attorney.

SECTION 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. If any section, subsection, sentence, clause, or provision of this Resolution is held invalid, the remainder shall not be affected and shall remain in full force and effect.

SECTION 5. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 10th day of September, 2025.

_____
MAYOR GEOFFREY JACOBS

ATTEST:

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____
JACOB HOROWITZ
Town Attorney

AGREEMENT
BETWEEN THE TOWN OF PEMBROKE PARK
AND
GARBER FORD INC.

THIS AGREEMENT is entered into on_____, 2025 between the Town of Pembroke Park, a municipal corporation with principal offices located at 3150 SW 52nd Avenue, Pembroke Park, FL ("Town") and Garber Ford, Inc., a corporation authorized to do business in the State of Florida, with principal office located at 3380 Highway 17, Green Cove Springs, FL ("Contractor"). The parties hereby agree to the following terms and conditions.

1. In return for valuable consideration, Contractor shall comply with the terms and conditions of the Florida Sheriffs Association ("FSA") Cooperative Purchasing Program: Contract Number FSA24-VEL32.0 ("Purchasing Contract") attached hereto as Exhibit A and the Contractor's proposal submitted to the Town (the "Proposal") attached hereto as Exhibit B. All terms and conditions of the contract documents set forth in Exhibit A, Exhibit B are incorporated herein as if set forth in full, except as modified by this Agreement. In the event of a conflict between this Agreement, Exhibit A and Exhibit B, this Agreement shall prevail, followed by Exhibit B.

2. Upon execution of this Agreement, all references made to FSA, as the lead agency in the Purchasing Contract, shall be interpreted as pertaining to the Town of Pembroke Park, and all terms and conditions of Exhibit A shall be deemed as having been implemented for use within the Town. It is understood that wherever the words "agency name" or "agency board name" appear, they shall be read as "Town of Pembroke Park" and "Town of Pembroke Park Town Commission."

3. Term. The term of this Agreement shall be concurrent with the term set forth in Exhibit A.

4. Contract Sum and Payments:

   The price for the Product is as set forth in Exhibit B. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII, Chapter 218.

5. **Insurance: In addition to the insurance requirements stated in the Purchasing Agreement, Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the Town's Risk Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the Town. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the Town's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement. The following minimal insurance coverage shall be provided:**

a. Worker's Compensation Insurance: The Contractor shall procure and maintain for the life of this Agreement, Workers' Compensation. Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any sub-Contractor that does not have their own Workers' Compensation and Employer's Liability Insurance. The policy must contain a waiver of subrogation in favor of the Town of Pembroke Park, executed by the insurance company. Sixty-(60) days notice of cancellation is required and must be provided to the Town of Pembroke Park via Certified Mail.

b. Comprehensive General Liability: The Contractor shall procure and maintain, for the life of this Agreement, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors' Products and Completed Operations and Contractual Liability. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Agreement.

c. Business Automobile Liability: The Contractor shall procure and maintain, for the life of the Agreement, Business Automobile Liability Insurance.

d. The Minimum Limits of Coverage shall be $1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability.

e. The Town must be named as an additional insured for General Liability coverage unless Owners and Contractors' Protective Coverage is also provided, or required. Sixty (60) days written notice must be provided to the Town via Certified Mail in the event of cancellation.

f. The minimum limits of coverage shall be $1,000,000 per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" type policy. The Town must be listed as an Additional Insured under the Policy. Sixty (60) days written notice must be provided to the Town via Certified Mail in the event of cancellation.

g. In the event that sub-contractors used by the Contractor do not have insurance, or do not meet the insurance limits, Contractor shall indemnify and hold harmless the Town for any claim in excess of the sub-Contractors' insurance coverage, arising out of negligent acts, errors or omissions of the sub-contractors.

h. Contractor shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the Town.

i. Contractor shall indemnify and hold the Town harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the Town as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

6. Indemnification:

a. The Contractor shall indemnify and hold harmless the Town, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the Town or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

b. Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

c. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

d. The Town and Contractor 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 there for. 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. Furthermore, the Town and Contractor 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 Town's and the Contractor's responsibility to indemnify.

e. Town reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.

f. Nothing contained herein is intended nor shall it be construed to waive Town's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

7. Assignment and Subcontracting:

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the Town. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the Town.

8. Termination:

a. Termination for Convenience: This Agreement may be terminated by the Town for convenience, upon seven (7) days of written notice by the Town to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the Town against loss pertaining to this termination.

b. Default by Contractor: In addition to all other remedies available to the Town, this Agreement shall be subject to cancellation by the Town for cause, should the 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 thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

9. Public Records

A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records in the CONTRACTOR's possession or control in connection with the CONTRACTOR's performance under this Agreement that ordinarily and necessarily would be required by the Town in order to perform the service.

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

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.

4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement

in the possession of CONTRACTOR shall be delivered by CONTRACTOR to Town, at no cost to Town, within seven days. All records stored electronically by CONTRACTOR shall be delivered to TOWN in a format that is compatible with Town's information technology systems. Once the public records have been delivered to Town upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Town.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-966-4600, TOWNCLERK@TPPFL.GOV OR BY MAIL: TOWN OF PEMBROKE PARK, 3150 SW 52nd AVENUE, PEMBROKE PARK, FL 33023.

10. Agreement Subject to Funding

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.

14. Governing law and venue:

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 is fixed in Broward County, Florida.

15. Signatory Authority:

The Contractor shall provide the Town with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

16. Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that

provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

17. No Construction Against Drafting Party:

    Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

18. Notice:

    Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person; sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services or by messenger service, addressed to the party for whom it is intended at the following addresses.

    TOWN

    Geoffrey Jacobs, Mayor
    Town of Pembroke Park
    3150 SW 52nd Avenue
    Pembroke Park, Florida 33023
    gjacobs@tppfl.gov

    With a copy to Town Attorney at the following address:

    Jacob G. Horowitz, Esq.
    Goren, Cherof, Doody & Ezrol, P.A.
    3099 East Commercial Blvd., Suite 200
    Fort Lauderdale, FL 33308
    jhorowitz@gorencherof.com

    CONTRACTOR

    Scott Mueller
    Garber Ford Inc.
    3380 Highway 17
    Green Cove Springs, FL 32043
    Telephone No. (954) 441-1473
    smueller@garberautomall.com

    Scrutinized Companies:

a. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the CONTRACTOR , its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

19. E-Verify. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

20.1 Definitions for this Section:

20.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, CONTRACTOR or consultant.

20.1.2 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

20.1.3"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

20.2 Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

20.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

20.2.2 All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town of Pembroke Park. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Pembroke Park; and

20.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

TOWN OF PEMBROKE PARK, a Florida municipal corporation

BY: _____
Geoffrey Jacobs, Mayor

ATTEST:

BY: _____
Cynthia Garcia-Lima, Town Clerk

APPROVED AS TO LEGAL FORM:

BY: _____
Jacob G. Horowitz, Esq.
Town Attorney

WITNESSED BY:

_____

_____
Print name

_____

_____
Print name

GARBER FORD, INC.

BY: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF_____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____, as _____ of Garber Ford, Inc., and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of_____, as _____ of Garber Ford, Inc., and who is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid

this ____ day of _____, 2025.

_____
NOTARY PUBLIC

_____
Print or Type Name

My Commission Expires:

EXHIBIT A

FSA COOPERATIVE PURCHASING PROGRAM

(FSA CONTRACT # FSA24-VEL32.0)

EXHIBIT B

Proposal

FSA Cooperative Purchasing Program

FSA24-VEL32.0: Pursuit, Administrative, & Other Vehicles Contract Packet

Protecting, Leading & Uniting...since 1893
FLORIDA SHERIFFS ASSOCIATION
2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519
p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org

NOTICE OF FINAL AWARD
CONTRACT FSA24-VEL32.0 Pursuit, Administrative, and Other Vehicles

Date: October 1, 2024

To: All Prospective Bidders and Purchasers

From: Steve Casey, Executive Director
Sarrah Glassner, Deputy Executive Director of Administration
Hugh Oliver, Director of the Cooperative Purchasing Program

Re: Contract Number FSA24-VEL32.0 Pursuit, Administrative, and Other Vehicles: Contract Awards

We are pleased to announce that the Florida Sheriffs Association (FSA) has successfully completed its latest nationwide cooperative bid for Pursuit, Administrative, and Other Vehicles. This contract is in effect beginning October 1, 2024, through September 30, 2025.

This notification is for the Florida Sheriffs Association (FSA), Cooperative Purchasing Program (CPP) Intent to Award for contract FSA24-VEL32.0 Pursuit, Administrative, and Other Vehicles. All bids were received in a timely manner, reviewed, and evaluated by the FSA and its Fleet Advisory Committee.

The contract specifications include:

- Administrative Sedans
- Cab and Chassis Trucks: 1 Ton (DRW) 4x2
- Cab and Chassis Trucks: 1 Ton (DRW) 4x4
- Cab and Chassis Trucks: 15,000 lbs. GVWR (DRW) 4x2
- Cab and Chassis Trucks: 15,000 lbs. GVWR (DRW) 4x4
- Cargo & Passenger Vans Medium/High Roof
- Cargo & Passenger Vans Standard/Low Roof
- Electric & Plug-In Hybrid Electric Vehicles: Administrative Sedans & Vans
- Electric & Plug-In Hybrid Electric Vehicles: Pickup Trucks & Utility Vehicles
- Electric Bikes & Transporters
- Pickup Trucks – 4x2

• Pickup Trucks – 4x4

• Pursuit Rated & Pursuit Hybrid Vehicles

• Special Service Vehicles

• Utility & Hybrid Utility Vehicles – 4x2

• Utility & Hybrid Utility Vehicles – 4x4 and AWD

The competitive process for this award began in January 2024, when the FSA Fleet Advisory Committee, bidders, and stakeholders provided input regarding automotive and equipment procurement needs. Specifications were developed based on prior years activity, and new additions were included based on feedback from the FSA Committee, bidders, and stakeholders.

Advertisements of the Invitation to Bid (ITB) were placed on the FSA website on April 1, 2024, and within the Florida Administrative Register on April 1, 2024, and May 1, 2024.

From the ITB, thirty-two bidders completed the pre-bid process. Of these respondents, twenty-six submitted bids. Nineteen responsive bidders were awarded after bids were evaluated by the FSA Fleet Advisory Committee and FSA staff.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions to procure this contract.

Contract prices are extended and guaranteed to any local government or political subdivision of the state, public educational institutions, other public agencies or authorities with the State of Florida, and other entities approved by the manufacturer to participate in this contract.

Out-of-state sales are permitted under this contract. All purchasers are bound by their local governing purchasing ordinances, rules, and regulations.

All awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

List of Intended Awards in Alphabetical Order:

1. Bachrodt FT, LLC. DBA Palmetto Ford of Miami
2. Bozard Ford
3. Carl Black of Orlando, LLC.
4. Duval Ford, LLC.
5. ETR, LLC.
6. Florida Transportation Systems, Inc.
7. Garber Ford, Inc.
8. Garber Chevrolet Buick GMC, Inc.
9. Garber Chrysler Dodge Truck, Inc.
10. Matheny Fire & Emergency
11. Recon Power Bikes
12. SAG Cocoa, LLC.
13. Seminole Toyota

14. Step One Automotive DBA Kia Ft. Walton Beach
15. Tampa Truck Center
16. Terry Taylor's DeLand Nissan, Inc.
17. Tesla
18. Treaty Oak Outdoors, LLC.
19. Woody Folsom of Douglas, Inc.

The final award page document for all awarded bid items is attached.

FSA Cooperative Purchasing Program



FSA24-VEL32.0: Pursuit, Administrative, & Other Vehicles
Final Award Report

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Administrative Sedans

Item: 1, Ford, Mustang Ecoboost, P8T

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$30,524.00	Build	Options
	Alternate	BOZARD FORD	$30,599.00	Build	Options
	Alternate	Garber Ford Inc	$30,835.00	Build	Options
Northern	Primary	Duval Ford LLC	$30,304.00	Build	Options
	Alternate	BOZARD FORD	$30,552.00	Build	Options
	Alternate	Garber Ford Inc	$30,635.00	Build	Options
Central	Primary	Duval Ford LLC	$30,404.00	Build	Options
	Alternate	BOZARD FORD	$30,582.00	Build	Options
	Alternate	Garber Ford Inc	$30,735.00	Build	Options
Southern	Primary	Duval Ford LLC	$30,504.00	Build	Options
	Alternate	BOZARD FORD	$30,611.00	Build	Options
	Alternate	Garber Ford Inc	$30,835.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Administrative Sedans

Item: 2, Kia, Soul, B2522

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Step One Automotive DBA Kia Ft Walton Beach	$22,660.00	Build	Options
Northern	Primary	Step One Automotive DBA Kia Ft Walton Beach	$22,660.00	Build	Options
Central	Primary	Step One Automotive DBA Kia Ft Walton Beach	$22,660.00	Build	Options
Southern	Primary	Step One Automotive DBA Kia Ft Walton Beach	$22,660.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Administrative Sedans

Item: 3, Kia, K5, L42232

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Step One Automotive DBA Kia Ft Walton Beach	$28,995.00	Build	Options
Northern	Primary	Step One Automotive DBA Kia Ft Walton Beach	$29,445.00	Build	Options
Central	Primary	Step One Automotive DBA Kia Ft Walton Beach	$29,750.00	Build	Options
Southern	Primary	Step One Automotive DBA Kia Ft Walton Beach	$30,750.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Administrative Sedans

Item: 4, Nissan, Versa S CVT, 10115

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Terry Taylor's DeLand Nissan, Inc.	$19,150.00	Build	Options
Northern	Primary	Terry Taylor's DeLand Nissan, Inc.	$19,110.00	Build	Options
Central	Primary	Terry Taylor's DeLand Nissan, Inc.	$19,110.00	Build	Options
Southern	Primary	Terry Taylor's DeLand Nissan, Inc.	$19,190.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Administrative Sedans

Item: 5, Nissan, Sentra S, 12015

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Terry Taylor's DeLand Nissan, Inc.	$20,631.00	Build	Options
Northern	Primary	Terry Taylor's DeLand Nissan, Inc.	$20,602.00	Build	Options
Central	Primary	Terry Taylor's DeLand Nissan, Inc.	$20,607.00	Build	Options
Southern	Primary	Terry Taylor's DeLand Nissan, Inc.	$20,697.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Administrative Sedans

Item: 6, Nissan, Altima 2.5 S FWD, 13115

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Terry Taylor's DeLand Nissan, Inc.	$25,440.00	Build	Options
Northern	Primary	Terry Taylor's DeLand Nissan, Inc.	$25,390.00	Build	Options
Central	Primary	Terry Taylor's DeLand Nissan, Inc.	$25,390.00	Build	Options
Southern	Primary	Terry Taylor's DeLand Nissan, Inc.	$25,493.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Administrative Sedans

Item: 7, Nissan, Murano SV FWD, 23115

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Terry Taylor's DeLand Nissan, Inc.	$36,490.00	Build	Options
Northern	Primary	Terry Taylor's DeLand Nissan, Inc.	$36,410.00	Build	Options
Central	Primary	Terry Taylor's DeLand Nissan, Inc.	$36,415.00	Build	Options
Southern	Primary	Terry Taylor's DeLand Nissan, Inc.	$36,490.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Administrative Sedans

Item: 8, Nissan, Murano SV AWD, 23015

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Terry Taylor's DeLand Nissan, Inc.	$37,390.00	Build	Options
Northern	Primary	Terry Taylor's DeLand Nissan, Inc.	$37,310.00	Build	Options
Central	Primary	Terry Taylor's DeLand Nissan, Inc.	$37,315.00	Build	Options
Southern	Primary	Terry Taylor's DeLand Nissan, Inc.	$37,390.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Administrative Sedans

Item: 9, Toyota, Camry LE Hybrid, 2559

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Seminole Toyota	$27,956.00	Build	Options
Northern	Primary	Seminole Toyota	$27,956.00	Build	Options
Central	Primary	Seminole Toyota	$27,956.00	Build	Options
Southern	Primary	Seminole Toyota	$27,956.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Administrative Sedans

Item: 10, Toyota, Prius LE Hybrid, 1223

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Seminole Toyota	$27,994.00	Build	Options
Northern	Primary	Seminole Toyota	$27,994.00	Build	Options
Central	Primary	Seminole Toyota	$27,994.00	Build	Options
Southern	Primary	Seminole Toyota	$27,994.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Administrative Sedans

Item: 11, Toyota, Corolla LE, 1852

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Seminole Toyota	$22,352.00	Build	Options
Northern	Primary	Seminole Toyota	$22,352.00	Build	Options
Central	Primary	Seminole Toyota	$22,352.00	Build	Options
Southern	Primary	Seminole Toyota	$22,352.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Administrative Sedans

Item: 12, Toyota, Corolla LE Hybrid, 1882

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Seminole Toyota	$23,732.00	Build	Options
Northern	Primary	Seminole Toyota	$23,732.00	Build	Options
Central	Primary	Seminole Toyota	$23,732.00	Build	Options
Southern	Primary	Seminole Toyota	$23,732.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Administrative Sedans

Item: 13, Toyota, Corolla Hatchback SE CVT A/T, 6272

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Seminole Toyota	$23,447.00	Build	Options
Northern	Primary	Seminole Toyota	$23,447.00	Build	Options
Central	Primary	Seminole Toyota	$23,447.00	Build	Options
Southern	Primary	Seminole Toyota	$23,447.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cab and Chassis Trucks: 1 Ton (DRW) 4x2

Item: 14, Chevrolet, Silverado 3500HD Regular Cab, CC31003

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$43,067.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$43,259.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$42,867.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$43,109.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$42,967.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$43,007.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$43,067.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$43,108.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cab and Chassis Trucks: 1 Ton (DRW) 4x2

Item: 15, Chevrolet, Silverado 3500HD Crew Cab, CC31043

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$46,036.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$46,058.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$45,836.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$45,907.00	Build	Options
Central	Primary	CARL BLACK OF ORLANDO LLC	$45,806.00	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$45,936.00	Build	Options
Southern	Primary	CARL BLACK OF ORLANDO LLC	$45,907.00	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$46,036.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cab and Chassis Trucks: 1 Ton (DRW) 4x2

Item: 16, Ford, F-350 Regular Cab, F3G

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$47,433.00	Build	Options
	Alternate	BOZARD FORD	$47,620.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$47,667.00	Build	Options
Northern	Primary	Duval Ford LLC	$47,213.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$47,367.00	Build	Options
	Alternate	BOZARD FORD	$47,521.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$47,167.00	Build	Options
	Alternate	Duval Ford LLC	$47,313.00	Build	Options
	Alternate	BOZARD FORD	$47,592.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$47,167.00	Build	Options
	Alternate	Duval Ford LLC	$47,413.00	Build	Options
	Alternate	Garber Ford Inc	$47,754.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cab and Chassis Trucks: 1 Ton (DRW) 4x2

Item: 17, Ford, F-350 Crew Cab, W3G

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$50,025.00	Build	Options
	Alternate	BOZARD FORD	$50,237.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$50,260.00	Build	Options
Northern	Primary	Duval Ford LLC	$49,805.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$49,960.00	Build	Options
	Alternate	BOZARD FORD	$50,133.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$49,760.00	Build	Options
	Alternate	Duval Ford LLC	$49,905.00	Build	Options
	Alternate	BOZARD FORD	$50,208.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$49,760.00	Build	Options
	Alternate	Duval Ford LLC	$50,005.00	Build	Options
	Alternate	Garber Ford Inc	$50,359.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cab and Chassis Trucks: 1 Ton (DRW) 4x2

Item: 18, Ford, F-350 Super Cab, X3G

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$49,052.00	Build	Options
	Alternate	BOZARD FORD	$49,255.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$49,286.00	Build	Options
Northern	Primary	Duval Ford LLC	$48,832.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$48,986.00	Build	Options
	Alternate	BOZARD FORD	$49,152.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$48,786.00	Build	Options
	Alternate	Duval Ford LLC	$48,932.00	Build	Options
	Alternate	BOZARD FORD	$49,226.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$48,786.00	Build	Options
	Alternate	Duval Ford LLC	$49,032.00	Build	Options
	Alternate	BOZARD FORD	$49,274.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cab and Chassis Trucks: 1 Ton (DRW) 4x4

Item: 19, Chevrolet, Silverado 3500HD Regular Cab, CK31003

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$44,986.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$45,154.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$44,786.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$45,003.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$44,886.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$44,902.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$44,986.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$45,003.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cab and Chassis Trucks: 1 Ton (DRW) 4x4

Item: 20, Chevrolet, Silverado 3500HD Crew Cab, CK31043

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$47,954.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$48,054.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$47,754.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$47,903.00	Build	Options
Central	Primary	CARL BLACK OF ORLANDO LLC	$47,802.00	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$47,854.00	Build	Options
Southern	Primary	CARL BLACK OF ORLANDO LLC	$47,903.00	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$47,954.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cab and Chassis Trucks: 1 Ton (DRW) 4x4

Item: 21, Ford, F-350 Regular Cab, F3H

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$50,593.00	Build	Options
	Alternate	BOZARD FORD	$50,811.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$50,828.00	Build	Options
Northern	Primary	Duval Ford LLC	$50,373.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$50,528.00	Build	Options
	Alternate	BOZARD FORD	$50,705.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$50,328.00	Build	Options
	Alternate	Duval Ford LLC	$50,493.00	Build	Options
	Alternate	BOZARD FORD	$50,781.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$50,328.00	Build	Options
	Alternate	Duval Ford LLC	$50,573.00	Build	Options
	Alternate	Garber Ford Inc	$50,930.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cab and Chassis Trucks: 1 Ton (DRW) 4x4

Item: 22, Ford, F-350 Crew Cab, W3H

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$53,208.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$53,442.00	Build	Options
	Alternate	BOZARD FORD	$53,451.00	Build	Options
Northern	Primary	Duval Ford LLC	$52,988.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$53,142.00	Build	Options
	Alternate	BOZARD FORD	$53,340.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$52,942.00	Build	Options
	Alternate	Duval Ford LLC	$53,088.00	Build	Options
	Alternate	BOZARD FORD	$53,419.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$52,942.00	Build	Options
	Alternate	Duval Ford LLC	$53,188.00	Build	Options
	Alternate	Garber Ford Inc	$53,558.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cab and Chassis Trucks: 1 Ton (DRW) 4x4

Item: 23, Ford, F-350 Super Cab, X3H

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$52,239.00	Build	Options
	Alternate	BOZARD FORD	$52,472.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$52,473.00	Build	Options
Northern	Primary	Duval Ford LLC	$52,019.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$52,173.00	Build	Options
	Alternate	BOZARD FORD	$52,363.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$51,973.00	Build	Options
	Alternate	Duval Ford LLC	$52,119.00	Build	Options
	Alternate	BOZARD FORD	$52,441.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$51,973.00	Build	Options
	Alternate	Duval Ford LLC	$52,219.00	Build	Options
	Alternate	Garber Ford Inc	$53,197.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cab and Chassis Trucks: 15,000 lbs. GVWR (DRW) 4x2

Item: 24, Chevrolet, Silverado 4500HD Regular Cab, CC56403

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	CARL BLACK OF ORLANDO LLC	$51,610.00	Build	Options
Northern	Primary	CARL BLACK OF ORLANDO LLC	$51,459.00	Build	Options
Central	Primary	CARL BLACK OF ORLANDO LLC	$51,358.00	Build	Options
Southern	Primary	CARL BLACK OF ORLANDO LLC	$51,459.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cab and Chassis Trucks: 15,000 lbs. GVWR (DRW) 4x2

Item: 25, Ford, F-450 Regular Cab, F4G

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$50,957.00	Build	Options
	Alternate	BOZARD FORD	$51,178.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$51,192.00	Build	Options
Northern	Primary	Duval Ford LLC	$50,737.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$50,892.00	Build	Options
	Alternate	BOZARD FORD	$51,072.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$50,692.00	Build	Options
	Alternate	Duval Ford LLC	$50,837.00	Build	Options
	Alternate	BOZARD FORD	$51,148.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$50,692.00	Build	Options
	Alternate	Duval Ford LLC	$50,937.00	Build	Options
	Alternate	BOZARD FORD	$51,199.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cab and Chassis Trucks: 15,000 lbs. GVWR (DRW) 4x2

Item: 26, Ford, F-450 Crew Cab, W4G

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$53,089.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$53,324.00	Build	Options
	Alternate	BOZARD FORD	$53,331.00	Build	Options
Northern	Primary	Duval Ford LLC	$52,869.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$53,024.00	Build	Options
	Alternate	BOZARD FORD	$53,220.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$52,824.00	Build	Options
	Alternate	Duval Ford LLC	$52,969.00	Build	Options
	Alternate	BOZARD FORD	$53,299.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$52,824.00	Build	Options
	Alternate	Duval Ford LLC	$53,069.00	Build	Options
	Alternate	BOZARD FORD	$53,352.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cab and Chassis Trucks: 15,000 lbs. GVWR (DRW) 4x2

Item: 27, Ford, F-450 Super Cab, X4G

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$52,130.00	Build	Options
	Alternate	BOZARD FORD	$52,362.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$52,364.00	Build	Options
Northern	Primary	Duval Ford LLC	$51,910.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$52,064.00	Build	Options
	Alternate	BOZARD FORD	$52,253.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$51,864.00	Build	Options
	Alternate	Duval Ford LLC	$52,010.00	Build	Options
	Alternate	BOZARD FORD	$52,331.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$51,864.00	Build	Options
	Alternate	Duval Ford LLC	$52,110.00	Build	Options
	Alternate	BOZARD FORD	$52,383.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cab and Chassis Trucks: 15,000 lbs. GVWR (DRW) 4x4

Item: 28, Ford, F-450 Regular Cab, F4H

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$53,594.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$53,828.00	Build	Options
	Alternate	BOZARD FORD	$53,840.00	Build	Options
Northern	Primary	Duval Ford LLC	$53,374.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$53,528.00	Build	Options
	Alternate	BOZARD FORD	$53,728.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$53,328.00	Build	Options
	Alternate	Duval Ford LLC	$53,474.00	Build	Options
	Alternate	BOZARD FORD	$53,808.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$53,328.00	Build	Options
	Alternate	Duval Ford LLC	$53,574.00	Build	Options
	Alternate	BOZARD FORD	$53,862.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cab and Chassis Trucks: 15,000 lbs. GVWR (DRW) 4x4

Item: 29, Ford, F-450 Crew Cab, W4H

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$56,276.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$56,510.00	Build	Options
	Alternate	BOZARD FORD	$56,548.00	Build	Options
Northern	Primary	Duval Ford LLC	$56,056.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$56,210.00	Build	Options
	Alternate	BOZARD FORD	$56,430.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$56,010.00	Build	Options
	Alternate	Duval Ford LLC	$56,156.00	Build	Options
	Alternate	BOZARD FORD	$56,514.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$56,010.00	Build	Options
	Alternate	Duval Ford LLC	$56,256.00	Build	Options
	Alternate	BOZARD FORD	$56,570.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cab and Chassis Trucks: 15,000 lbs. GVWR (DRW) 4x4

Item: 30, Ford, F-450 Super Cab, X4H

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$55,312.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$55,547.00	Build	Options
	Alternate	BOZARD FORD	$55,576.00	Build	Options
Northern	Primary	Duval Ford LLC	$55,092.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$55,247.00	Build	Options
	Alternate	BOZARD FORD	$55,460.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$55,047.00	Build	Options
	Alternate	Duval Ford LLC	$55,192.00	Build	Options
	Alternate	BOZARD FORD	$55,543.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$55,047.00	Build	Options
	Alternate	Duval Ford LLC	$55,292.00	Build	Options
	Alternate	BOZARD FORD	$55,598.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cargo & Passenger Vans Medium/High Roof

Item: 31, Ford, Transit T-150 Medium Roof Cargo Van RWD, E1C

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$45,514.00	Build	Options
	Alternate	Garber Ford Inc	$46,097.00	Build	Options
	Alternate	BOZARD FORD	$46,380.00	Build	Options
Northern	Primary	Duval Ford LLC	$45,294.00	Build	Options
	Alternate	Garber Ford Inc	$45,897.00	Build	Options
	Alternate	BOZARD FORD	$46,114.00	Build	Options
Central	Primary	Duval Ford LLC	$45,394.00	Build	Options
	Alternate	Garber Ford Inc	$45,997.00	Build	Options
	Alternate	BOZARD FORD	$46,209.00	Build	Options
Southern	Primary	Duval Ford LLC	$45,494.00	Build	Options
	Alternate	Garber Ford Inc	$46,097.00	Build	Options
	Alternate	BOZARD FORD	$46,403.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cargo & Passenger Vans Medium/High Roof

Item: 32, Ford, Transit T-250 Medium Roof Cargo Van RWD, R1C

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$46,377.00	Build	Options
	Alternate	Garber Ford Inc	$46,969.00	Build	Options
	Alternate	BOZARD FORD	$47,270.00	Build	Options
Northern	Primary	Duval Ford LLC	$46,157.00	Build	Options
	Alternate	Garber Ford Inc	$46,769.00	Build	Options
	Alternate	BOZARD FORD	$46,999.00	Build	Options
Central	Primary	Duval Ford LLC	$46,257.00	Build	Options
	Alternate	Garber Ford Inc	$46,869.00	Build	Options
	Alternate	BOZARD FORD	$47,095.00	Build	Options
Southern	Primary	Duval Ford LLC	$46,357.00	Build	Options
	Alternate	Garber Ford Inc	$46,969.00	Build	Options
	Alternate	BOZARD FORD	$47,293.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cargo & Passenger Vans Medium/High Roof

Item: 33, Ford, Transit T-250 High Roof Cargo Van RWD, R1X

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$47,287.00	Build	Options
	Alternate	Garber Ford Inc	$47,379.00	Build	Options
	Alternate	BOZARD FORD	$48,207.00	Build	Options
Northern	Primary	Duval Ford LLC	$47,067.00	Build	Options
	Alternate	Garber Ford Inc	$47,179.00	Build	Options
	Alternate	BOZARD FORD	$47,930.00	Build	Options
Central	Primary	Duval Ford LLC	$47,167.00	Build	Options
	Alternate	Garber Ford Inc	$47,279.00	Build	Options
	Alternate	BOZARD FORD	$48,028.00	Build	Options
Southern	Primary	Duval Ford LLC	$47,267.00	Build	Options
	Alternate	Garber Ford Inc	$47,379.00	Build	Options
	Alternate	BOZARD FORD	$48,230.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cargo & Passenger Vans Medium/High Roof

Item: 34, Ford, Transit T-350 High Roof Cargo Van RWD, W1X

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$48,423.00	Build	Options
	Alternate	Garber Ford Inc	$49,035.00	Build	Options
	Alternate	BOZARD FORD	$49,376.00	Build	Options
Northern	Primary	Duval Ford LLC	$48,203.00	Build	Options
	Alternate	Garber Ford Inc	$48,835.00	Build	Options
	Alternate	BOZARD FORD	$49,092.00	Build	Options
Central	Primary	Duval Ford LLC	$48,303.00	Build	Options
	Alternate	Garber Ford Inc	$48,935.00	Build	Options
	Alternate	BOZARD FORD	$49,193.00	Build	Options
Southern	Primary	Duval Ford LLC	$48,403.00	Build	Options
	Alternate	Garber Ford Inc	$49,035.00	Build	Options
	Alternate	BOZARD FORD	$49,399.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cargo & Passenger Vans Medium/High Roof

Item: 35, Ford, Transit T-350 Medium Roof Cargo Van RWD, W9C

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$47,514.00	Build	Options
	Alternate	Garber Ford Inc	$48,117.00	Build	Options
	Alternate	BOZARD FORD	$48,440.00	Build	Options
Northern	Primary	Duval Ford LLC	$47,294.00	Build	Options
	Alternate	Garber Ford Inc	$47,917.00	Build	Options
	Alternate	BOZARD FORD	$48,162.00	Build	Options
Central	Primary	Duval Ford LLC	$47,394.00	Build	Options
	Alternate	Garber Ford Inc	$48,017.00	Build	Options
	Alternate	BOZARD FORD	$48,261.00	Build	Options
Southern	Primary	Duval Ford LLC	$47,494.00	Build	Options
	Alternate	Garber Ford Inc	$48,117.00	Build	Options
	Alternate	BOZARD FORD	$48,463.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cargo & Passenger Vans Medium/High Roof

Item: 36, Ford, Transit T-350 Medium Roof Passenger Van (Wagon) RWD, X2C

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Ford Inc	$51,259.00	Build	Options
	Alternate	BOZARD FORD	$52,555.00	Build	Options
	Alternate	SAG COCOA LLC	$53,918.00	Build	Options
Northern	Primary	Garber Ford Inc	$51,059.00	Build	Options
	Alternate	BOZARD FORD	$52,253.00	Build	Options
	Alternate	SAG COCOA LLC	$53,558.00	Build	Options
Central	Primary	Garber Ford Inc	$51,159.00	Build	Options
	Alternate	BOZARD FORD	$52,360.00	Build	Options
	Alternate	SAG COCOA LLC	$53,506.00	Build	Options
Southern	Primary	Garber Ford Inc	$51,259.00	Build	Options
	Alternate	BOZARD FORD	$52,580.00	Build	Options
	Alternate	SAG COCOA LLC	$53,609.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cargo & Passenger Vans Medium/High Roof

Item: 37, Ford, Transit T-350 High Roof Passenger Van (Wagon) RWD, X2X

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Ford Inc	$51,920.00	Build	Options
	Alternate	BOZARD FORD	$53,229.00	Build	Options
	Alternate	SAG COCOA LLC	$57,954.00	Build	Options
Northern	Primary	Garber Ford Inc	$51,720.00	Build	Options
	Alternate	BOZARD FORD	$52,924.00	Build	Options
	Alternate	SAG COCOA LLC	$57,593.00	Build	Options
Central	Primary	Garber Ford Inc	$51,820.00	Build	Options
	Alternate	BOZARD FORD	$53,032.00	Build	Options
	Alternate	SAG COCOA LLC	$57,541.00	Build	Options
Southern	Primary	Garber Ford Inc	$51,920.00	Build	Options
	Alternate	BOZARD FORD	$53,255.00	Build	Options
	Alternate	SAG COCOA LLC	$57,644.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cargo & Passenger Vans Medium/High Roof

Item: 38, Mercedes-Benz, Sprinter 2500 170 WB 4 cyl. Diesel High Output AWD High Roof Cargo Van, M2CA7H

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tampa Truck Center	$58,007.00	Build	Options
Northern	Primary	Tampa Truck Center	$58,007.00	Build	Options
Central	Primary	Tampa Truck Center	$58,007.00	Build	Options
Southern	Primary	Tampa Truck Center	$58,007.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cargo & Passenger Vans Medium/High Roof

Item: 39, Mercedes-Benz, Sprinter 2500 170 WB 4 cyl. Diesel High Roof Cargo Van, M2CA7S

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tampa Truck Center	$55,094.00	Build	Options
Northern	Primary	Tampa Truck Center	$55,094.00	Build	Options
Central	Primary	Tampa Truck Center	$55,094.00	Build	Options
Southern	Primary	Tampa Truck Center	$55,094.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cargo & Passenger Vans Standard/Low Roof

Item: 40, Chevrolet, Express 2500 1WT 135 Cargo Van, CG23405

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$38,060.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$37,860.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$37,960.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$38,060.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cargo & Passenger Vans Standard/Low Roof

Item: 41, Chevrolet, Express 2500 LS 135 Passenger Van, CG23406

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$41,793.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$41,593.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$41,693.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$41,793.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cargo & Passenger Vans Standard/Low Roof

Item: 42, Chevrolet, Express 2500 1WT 155 Cargo Van, CG23705

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$39,843.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$39,643.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$39,743.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$39,843.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cargo & Passenger Vans Standard/Low Roof

Item: 43, Chevrolet, Express 3500 1WT 135 Cargo Van, CG33405

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$40,554.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$40,354.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$40,454.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$40,554.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cargo & Passenger Vans Standard/Low Roof

Item: 44, Chevrolet, Express 3500 LS 135 Passenger Van, CG33406

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$42,504.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$42,304.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$42,404.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$42,504.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cargo & Passenger Vans Standard/Low Roof

Item: 45, Chevrolet, Express 3500 1WT 155 Cargo Van, CG33705

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$41,304.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$41,104.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$41,204.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$41,304.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cargo & Passenger Vans Standard/Low Roof

Item: 46, Chevrolet, Express 3500 LS 155 Passenger Van, CG33706

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$43,669.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$43,469.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$43,569.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$43,669.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cargo & Passenger Vans Standard/Low Roof

Item: 47, Chrysler, Pacifica Select, RUCH53

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chrysler Dodge Truck, Inc.	$42,434.00	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$42,234.00	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$42,334.00	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$42,434.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cargo & Passenger Vans Standard/Low Roof

Item: 48, Ford, Transit T-150 Low Roof Cargo Van RWD, E1Y

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$43,382.00	Build	Options
	Alternate	Garber Ford Inc	$43,943.00	Build	Options
	Alternate	BOZARD FORD	$44,185.00	Build	Options
Northern	Primary	Duval Ford LLC	$43,162.00	Build	Options
	Alternate	Garber Ford Inc	$43,743.00	Build	Options
	Alternate	BOZARD FORD	$43,932.00	Build	Options
Central	Primary	Duval Ford LLC	$43,262.00	Build	Options
	Alternate	Garber Ford Inc	$43,843.00	Build	Options
	Alternate	BOZARD FORD	$44,022.00	Build	Options
Southern	Primary	Duval Ford LLC	$43,362.00	Build	Options
	Alternate	Garber Ford Inc	$43,943.00	Build	Options
	Alternate	BOZARD FORD	$44,207.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cargo & Passenger Vans Standard/Low Roof

Item: 49, Ford, E-350 Cutaway Van, E3F

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$36,500.00	Build	Options
	Alternate	BOZARD FORD	$37,348.00	Build	Options
	Alternate	SAG COCOA LLC	$37,975.00	Build	Options
Northern	Primary	Duval Ford LLC	$36,280.00	Build	Options
	Alternate	BOZARD FORD	$37,305.00	Build	Options
	Alternate	SAG COCOA LLC	$37,613.00	Build	Options
Central	Primary	Duval Ford LLC	$36,380.00	Build	Options
	Alternate	BOZARD FORD	$37,323.00	Build	Options
	Alternate	SAG COCOA LLC	$37,561.00	Build	Options
Southern	Primary	BOZARD FORD	$37,395.00	Build	Options
	Alternate	SAG COCOA LLC	$37,665.00	Build	Options
	Alternate	Duval Ford LLC	$39,480.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cargo & Passenger Vans Standard/Low Roof

Item: 50, Ford, E-450 Cutaway Van, E4F

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$38,766.00	Build	Options
	Alternate	BOZARD FORD	$39,669.00	Build	Options
	Alternate	SAG COCOA LLC	$40,354.00	Build	Options
Northern	Primary	Duval Ford LLC	$38,546.00	Build	Options
	Alternate	BOZARD FORD	$39,622.00	Build	Options
	Alternate	SAG COCOA LLC	$39,991.00	Build	Options
Central	Primary	Duval Ford LLC	$38,646.00	Build	Options
	Alternate	BOZARD FORD	$39,642.00	Build	Options
	Alternate	SAG COCOA LLC	$39,940.00	Build	Options
Southern	Primary	Duval Ford LLC	$38,746.00	Build	Options
	Alternate	BOZARD FORD	$39,719.00	Build	Options
	Alternate	SAG COCOA LLC	$40,043.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cargo & Passenger Vans Standard/Low Roof

Item: 51, Ford, Transit T-250 Low Roof Cargo Van RWD, R1Y

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$44,241.00	Build	Options
	Alternate	Garber Ford Inc	$44,811.00	Build	Options
	Alternate	BOZARD FORD	$45,070.00	Build	Options
Northern	Primary	Duval Ford LLC	$44,021.00	Build	Options
	Alternate	Garber Ford Inc	$44,611.00	Build	Options
	Alternate	BOZARD FORD	$44,812.00	Build	Options
Central	Primary	Duval Ford LLC	$44,121.00	Build	Options
	Alternate	Garber Ford Inc	$44,711.00	Build	Options
	Alternate	BOZARD FORD	$44,903.00	Build	Options
Southern	Primary	Duval Ford LLC	$44,221.00	Build	Options
	Alternate	Garber Ford Inc	$44,811.00	Build	Options
	Alternate	BOZARD FORD	$45,092.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cargo & Passenger Vans Standard/Low Roof

Item: 52, Ford, Transit T-350 Low Roof Cargo Van RWD, W1Y

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$45,382.00	Build	Options
	Alternate	BOZARD FORD	$45,804.00	Build	Options
	Alternate	Garber Ford Inc	$45,963.00	Build	Options
Northern	Primary	Duval Ford LLC	$45,162.00	Build	Options
	Alternate	BOZARD FORD	$45,530.00	Build	Options
	Alternate	Garber Ford Inc	$45,763.00	Build	Options
Central	Primary	Duval Ford LLC	$45,262.00	Build	Options
	Alternate	BOZARD FORD	$45,687.00	Build	Options
	Alternate	Garber Ford Inc	$45,863.00	Build	Options
Southern	Primary	Duval Ford LLC	$45,362.00	Build	Options
	Alternate	BOZARD FORD	$45,844.00	Build	Options
	Alternate	Garber Ford Inc	$45,963.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cargo & Passenger Vans Standard/Low Roof

Item: 53, Ford, Transit T-350 Low Roof Passenger Van (Wagon) RWD, X2Y

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Ford Inc	$50,012.00	Build	Options
	Alternate	BOZARD FORD	$51,284.00	Build	Options
	Alternate	SAG COCOA LLC	$53,204.00	Build	Options
Northern	Primary	Garber Ford Inc	$49,812.00	Build	Options
	Alternate	BOZARD FORD	$50,990.00	Build	Options
	Alternate	SAG COCOA LLC	$52,843.00	Build	Options
Central	Primary	Garber Ford Inc	$49,912.00	Build	Options
	Alternate	BOZARD FORD	$51,095.00	Build	Options
	Alternate	SAG COCOA LLC	$52,791.00	Build	Options
Southern	Primary	Garber Ford Inc	$50,012.00	Build	Options
	Alternate	BOZARD FORD	$51,309.00	Build	Options
	Alternate	SAG COCOA LLC	$52,895.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cargo & Passenger Vans Standard/Low Roof

Item: 54, Kia, Kia Carnival, M4222

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Step One Automotive DBA Kia Ft Walton Beach	$38,500.00	Build	Options
Northern	Primary	Step One Automotive DBA Kia Ft Walton Beach	$37,750.00	Build	Options
Central	Primary	Step One Automotive DBA Kia Ft Walton Beach	$37,750.00	Build	Options
Southern	Primary	Step One Automotive DBA Kia Ft Walton Beach	$38,500.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cargo & Passenger Vans Standard/Low Roof

Item: 55, Mercedes-Benz, Sprinter 3500XD 170" WB 6 cyl. Diesel Cab & Chassis/Cutaway, MXCC7H

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tampa Truck Center	$52,524.00	Build	Options
Northern	Primary	Tampa Truck Center	$52,524.00	Build	Options
Central	Primary	Tampa Truck Center	$52,524.00	Build	Options
Southern	Primary	Tampa Truck Center	$52,524.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cargo & Passenger Vans Standard/Low Roof

Item: 56, Toyota, Sienna LE Hybrid, 5402

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Seminole Toyota	$37,895.00	Build	Options
Northern	Primary	Seminole Toyota	$37,895.00	Build	Options
Central	Primary	Seminole Toyota	$37,895.00	Build	Options
Southern	Primary	Seminole Toyota	$37,895.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Cargo & Passenger Vans Standard/Low Roof

Item: 57, Toyota, Sienna AWD LE, 5403

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Seminole Toyota	$39,871.00	Build	Options
Northern	Primary	Seminole Toyota	$39,871.00	Build	Options
Central	Primary	Seminole Toyota	$39,871.00	Build	Options
Southern	Primary	Seminole Toyota	$39,871.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric & Plug-In Hybrid Electric Vehicles: Administrative Sedans & Vans

Item: 58, BrightDrop/General Motors, Zevo 400 FWD, 5J32705

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	CARL BLACK OF ORLANDO LLC	$78,413.00	Build	Options
Northern	Primary	CARL BLACK OF ORLANDO LLC	$78,262.00	Build	Options
Central	Primary	CARL BLACK OF ORLANDO LLC	$78,161.00	Build	Options
Southern	Primary	CARL BLACK OF ORLANDO LLC	$78,262.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric & Plug-In Hybrid Electric Vehicles: Administrative Sedans & Vans

Item: 59, BrightDrop/General Motors, Zevo 600 FWD, 5J32905

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	CARL BLACK OF ORLANDO LLC	$79,924.00	Build	Options
Northern	Primary	CARL BLACK OF ORLANDO LLC	$79,773.00	Build	Options
Central	Primary	CARL BLACK OF ORLANDO LLC	$79,673.00	Build	Options
Southern	Primary	CARL BLACK OF ORLANDO LLC	$79,773.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric & Plug-In Hybrid Electric Vehicles: Administrative Sedans & Vans

Item: 60, BrightDrop/General Motors, Zevo 400 AWD, 5M32705

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	CARL BLACK OF ORLANDO LLC	$81,033.00	Build	Options
Northern	Primary	CARL BLACK OF ORLANDO LLC	$80,882.00	Build	Options
Central	Primary	CARL BLACK OF ORLANDO LLC	$80,781.00	Build	Options
Southern	Primary	CARL BLACK OF ORLANDO LLC	$80,882.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric & Plug-In Hybrid Electric Vehicles: Administrative Sedans & Vans

Item: 61, BrightDrop/General Motors, Zevo 600 AWD, 5M32905

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	CARL BLACK OF ORLANDO LLC	$82,544.00	Build	Options
Northern	Primary	CARL BLACK OF ORLANDO LLC	$82,393.00	Build	Options
Central	Primary	CARL BLACK OF ORLANDO LLC	$82,292.00	Build	Options
Southern	Primary	CARL BLACK OF ORLANDO LLC	$82,393.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric & Plug-In Hybrid Electric Vehicles: Administrative Sedans & Vans

Item: 62, Chrysler, Pacifica Select PHEV, RUET53

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chrysler Dodge Truck, Inc.	$52,734.00	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$52,534.00	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$52,634.00	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$52,734.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric & Plug-In Hybrid Electric Vehicles: Administrative Sedans & Vans

Item: 63, Ford, E-Transit T-350 Low Roof Cargo Van Regular Wheelbase, W1Y/99K

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$48,454.00	Build	Options
	Alternate	Garber Ford Inc	$48,783.00	Build	Options
	Alternate	BOZARD FORD	$49,645.00	Build	Options
Northern	Primary	Duval Ford LLC	$48,234.00	Build	Options
	Alternate	Garber Ford Inc	$48,583.00	Build	Options
	Alternate	BOZARD FORD	$49,143.00	Build	Options
Central	Primary	Duval Ford LLC	$48,334.00	Build	Options
	Alternate	Garber Ford Inc	$48,683.00	Build	Options
	Alternate	BOZARD FORD	$49,505.00	Build	Options
Southern	Primary	Duval Ford LLC	$48,434.00	Build	Options
	Alternate	Garber Ford Inc	$48,783.00	Build	Options
	Alternate	BOZARD FORD	$49,650.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric & Plug-In Hybrid Electric Vehicles: Administrative Sedans & Vans

Item: 64, Nissan, Leaf S 40kW, 17015

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Terry Taylor's DeLand Nissan, Inc.	$21,680.00	Build	Options
Northern	Primary	Terry Taylor's DeLand Nissan, Inc.	$21,652.00	Build	Options
Central	Primary	Terry Taylor's DeLand Nissan, Inc.	$21,652.00	Build	Options
Southern	Primary	Terry Taylor's DeLand Nissan, Inc.	$21,698.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric & Plug-In Hybrid Electric Vehicles: Administrative Sedans & Vans

Item: 65, Nissan, Leaf SV Plus 60kW, 17115

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Terry Taylor's DeLand Nissan, Inc.	$28,930.00	Build	Options
Northern	Primary	Terry Taylor's DeLand Nissan, Inc.	$28,885.00	Build	Options
Central	Primary	Terry Taylor's DeLand Nissan, Inc.	$28,885.00	Build	Options
Southern	Primary	Terry Taylor's DeLand Nissan, Inc.	$28,935.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric & Plug-In Hybrid Electric Vehicles: Administrative Sedans & Vans

Item: 66, Tesla, Model 3, Model 3 Long Range AWD

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tesla, Inc.	$49,498.00	Build	Options
Northern	Primary	Tesla, Inc.	$49,498.00	Build	Options
Central	Primary	Tesla, Inc.	$49,498.00	Build	Options
Southern	Primary	Tesla, Inc.	$49,498.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric & Plug-In Hybrid Electric Vehicles: Administrative Sedans & Vans

Item: 67, Tesla, Model 3, Model 3 RWD

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tesla, Inc.	$40,935.00	Build	Options
Northern	Primary	Tesla, Inc.	$40,935.00	Build	Options
Central	Primary	Tesla, Inc.	$40,935.00	Build	Options
Southern	Primary	Tesla, Inc.	$40,935.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric & Plug-In Hybrid Electric Vehicles: Administrative Sedans & Vans

Item: 68, Tesla, Model Y, Model Y AWD

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tesla, Inc.	$51,010.00	Build	Options
Northern	Primary	Tesla, Inc.	$51,010.00	Build	Options
Central	Primary	Tesla, Inc.	$51,010.00	Build	Options
Southern	Primary	Tesla, Inc.	$51,010.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric & Plug-In Hybrid Electric Vehicles: Administrative Sedans & Vans

Item: 69, Tesla, Model Y, Model Y RWD

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tesla, Inc.	$47,988.00	Build	Options
Northern	Primary	Tesla, Inc.	$47,988.00	Build	Options
Central	Primary	Tesla, Inc.	$47,988.00	Build	Options
Southern	Primary	Tesla, Inc.	$47,988.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric & Plug-In Hybrid Electric Vehicles: Pickup Trucks & Utility Vehicles

Item: 70, Chevrolet, Equinox EV FWD, 1MB48

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$34,196.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$34,797.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$33,996.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$34,646.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$34,096.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$34,546.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$34,196.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$34,646.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric & Plug-In Hybrid Electric Vehicles: Pickup Trucks & Utility Vehicles

Item: 71, Chevrolet, Equinox EV AWD, 1MC48

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$38,983.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$38,783.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$38,883.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$38,983.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric & Plug-In Hybrid Electric Vehicles: Pickup Trucks & Utility Vehicles

Item: 73, Chevrolet, Blazer EV AWD, 1MC26

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$47,996.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$48,480.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$47,796.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$48,329.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$47,896.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$48,228.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$47,996.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$48,329.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric & Plug-In Hybrid Electric Vehicles: Pickup Trucks & Utility Vehicles

Item: 74, Chevrolet, Silverado EV Crew Cab 4x4, CT35843

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$57,676.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$58,272.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$57,476.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$58,120.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$57,576.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$58,020.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$57,676.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$58,120.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric & Plug-In Hybrid Electric Vehicles: Pickup Trucks & Utility Vehicles

Item: 75, Ford, Mustang Mach-E (BEV) Electric, K1R Select

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	BOZARD FORD	$35,895.00	Build	Options
	Alternate	SAG COCOA LLC	$36,833.00	Build	Options
	Alternate	Garber Ford Inc	$37,146.00	Build	Options
Northern	Primary	BOZARD FORD	$35,769.00	Build	Options
	Alternate	SAG COCOA LLC	$36,473.00	Build	Options
	Alternate	Garber Ford Inc	$36,946.00	Build	Options
Central	Primary	BOZARD FORD	$35,769.00	Build	Options
	Alternate	SAG COCOA LLC	$36,421.00	Build	Options
	Alternate	Garber Ford Inc	$37,046.00	Build	Options
Southern	Primary	BOZARD FORD	$35,927.00	Build	Options
	Alternate	SAG COCOA LLC	$36,524.00	Build	Options
	Alternate	Garber Ford Inc	$37,146.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric & Plug-In Hybrid Electric Vehicles: Pickup Trucks & Utility Vehicles

Item: 76, Ford, Escape Plug-in Hybrid FWD, U0E

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$36,662.00	Build	Options
	Alternate	BOZARD FORD	$36,970.00	Build	Options
	Alternate	Garber Ford Inc	$37,591.00	Build	Options
Northern	Primary	Duval Ford LLC	$36,442.00	Build	Options
	Alternate	BOZARD FORD	$36,873.00	Build	Options
	Alternate	Garber Ford Inc	$37,391.00	Build	Options
Central	Primary	Duval Ford LLC	$36,542.00	Build	Options
	Alternate	BOZARD FORD	$36,912.00	Build	Options
	Alternate	Garber Ford Inc	$37,491.00	Build	Options
Southern	Primary	Duval Ford LLC	$36,642.00	Build	Options
	Alternate	BOZARD FORD	$37,035.00	Build	Options
	Alternate	Garber Ford Inc	$37,591.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric & Plug-In Hybrid Electric Vehicles: Pickup Trucks & Utility Vehicles

Item: 77, Jeep, Wrangler Sport 4-Door 4xE Hybrid, JLXL74

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chrysler Dodge Truck, Inc.	$51,081.00	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$50,881.00	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$50,981.00	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$51,081.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric & Plug-In Hybrid Electric Vehicles: Pickup Trucks & Utility Vehicles

Item: 78, Jeep, Grand Cherokee 4xE Hybrid, WLXP74

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chrysler Dodge Truck, Inc.	$62,275.00	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$62,275.00	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$62,275.00	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$62,275.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric & Plug-In Hybrid Electric Vehicles: Pickup Trucks & Utility Vehicles

Item: 79, Nissan, Ariya Engage AWD, 24015

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Terry Taylor's DeLand Nissan, Inc.	$34,892.00	Build	Options
Northern	Primary	Terry Taylor's DeLand Nissan, Inc.	$34,840.00	Build	Options
Central	Primary	Terry Taylor's DeLand Nissan, Inc.	$34,840.00	Build	Options
Southern	Primary	Terry Taylor's DeLand Nissan, Inc.	$34,892.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric & Plug-In Hybrid Electric Vehicles: Pickup Trucks & Utility Vehicles

Item: 80, Nissan, Ariya Engage FWD, 24415

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Terry Taylor's DeLand Nissan, Inc.	$30,812.00	Build	Options
Northern	Primary	Terry Taylor's DeLand Nissan, Inc.	$30,755.00	Build	Options
Central	Primary	Terry Taylor's DeLand Nissan, Inc.	$30,755.00	Build	Options
Southern	Primary	Terry Taylor's DeLand Nissan, Inc.	$30,840.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric & Plug-In Hybrid Electric Vehicles: Pickup Trucks & Utility Vehicles

Item: 82, Workhorse, All-Electric Workhorse Class 4 Cab Chassis, W4 CC

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Florida Transportation Systems, Inc.	$165,190.00	Build	Options
Northern	Primary	Florida Transportation Systems, Inc.	$165,190.00	Build	Options
Central	Primary	Florida Transportation Systems, Inc.	$165,190.00	Build	Options
Southern	Primary	Florida Transportation Systems, Inc.	$165,190.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric Bikes & Transporters: All-Terrain

Item: 84, Recon, Hummer EV AWD Power Bike, Hummer EV AWD

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Recon Power Bikes	$4,179.00	Build	Options
Northern	Primary	Recon Power Bikes	$4,179.00	Build	Options
Central	Primary	Recon Power Bikes	$4,179.00	Build	Options
Southern	Primary	Recon Power Bikes	$4,179.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric Bikes & Transporters: All-Terrain

Item: 85, Specialized, Levo Comp Alloy, Levo Comp Alloy

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	TREATY OAK OUTDOORS LLC	$5,984.00	Build	Options
Northern	Primary	TREATY OAK OUTDOORS LLC	$5,784.00	Build	Options
Central	Primary	TREATY OAK OUTDOORS LLC	$5,784.00	Build	Options
Southern	Primary	TREATY OAK OUTDOORS LLC	$6,134.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric Bikes & Transporters: All-Terrain

Item: 86, Trek, Marlin+, Marlin+ 6

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	TREATY OAK OUTDOORS LLC	$2,655.00	Build	Options
Northern	Primary	TREATY OAK OUTDOORS LLC	$2,595.00	Build	Options
Central	Primary	TREATY OAK OUTDOORS LLC	$2,595.00	Build	Options
Southern	Primary	TREATY OAK OUTDOORS LLC	$2,655.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric Bikes & Transporters: Cargo

Item: 87, Specialized, Globe ST, Globe ST

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	TREATY OAK OUTDOORS LLC	$2,750.00	Build	Options
Northern	Primary	TREATY OAK OUTDOORS LLC	$2,550.00	Build	Options
Central	Primary	TREATY OAK OUTDOORS LLC	$2,550.00	Build	Options
Southern	Primary	TREATY OAK OUTDOORS LLC	$2,750.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric Bikes & Transporters: Cargo

Item: 88, Trek, Fetch - Cargo E-Bike, Fetch - Cargo E-Bike

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	TREATY OAK OUTDOORS LLC	$4,680.00	Build	Options
Northern	Primary	TREATY OAK OUTDOORS LLC	$4,480.00	Build	Options
Central	Primary	TREATY OAK OUTDOORS LLC	$4,480.00	Build	Options
Southern	Primary	TREATY OAK OUTDOORS LLC	$4,695.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric Bikes & Transporters: Commuter

Item: 90, Specialized, Vado 3.0, Vado 3.0

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	TREATY OAK OUTDOORS LLC	$2,920.00	Build	Options
Northern	Primary	TREATY OAK OUTDOORS LLC	$2,820.00	Build	Options
Central	Primary	TREATY OAK OUTDOORS LLC	$2,820.00	Build	Options
Southern	Primary	TREATY OAK OUTDOORS LLC	$2,950.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric Bikes & Transporters: Commuter

Item: 91, Trek, Dual Sport - Commuter E-Bike, Dual Sport - Commuter E-Bike

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	TREATY OAK OUTDOORS LLC	$2,345.00	Build	Options
Northern	Primary	TREATY OAK OUTDOORS LLC	$2,145.00	Build	Options
Central	Primary	TREATY OAK OUTDOORS LLC	$2,145.00	Build	Options
Southern	Primary	TREATY OAK OUTDOORS LLC	$2,345.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric Bikes & Transporters: Patrol

Item: 96, Recon, Commando Police Power Bike, Commando

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Recon Power Bikes	$2,979.00	Build	Options
Northern	Primary	Recon Power Bikes	$2,979.00	Build	Options
Central	Primary	Recon Power Bikes	$2,979.00	Build	Options
Southern	Primary	Recon Power Bikes	$2,979.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric Bikes & Transporters: Patrol

Item: 97, Recon, Interceptor Police Power Bike, Interceptor

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Matheny Fire & Emergency	$4,075.00	Build	Options
	Primary	Recon Power Bikes	$4,075.00	Build	Options
Northern	Primary	Matheny Fire & Emergency	$4,075.00	Build	Options
	Primary	Recon Power Bikes	$4,075.00	Build	Options
Central	Primary	Matheny Fire & Emergency	$4,075.00	Build	Options
	Primary	Recon Power Bikes	$4,075.00	Build	Options
Southern	Primary	Matheny Fire & Emergency	$4,075.00	Build	Options
	Primary	Recon Power Bikes	$4,075.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric Bikes & Transporters: Patrol

Item: 98, Specialized, Tero 3.0, Tero 3.0

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	TREATY OAK OUTDOORS LLC	$2,670.00	Build	Options
Northern	Primary	TREATY OAK OUTDOORS LLC	$2,520.00	Build	Options
Central	Primary	TREATY OAK OUTDOORS LLC	$2,520.00	Build	Options
Southern	Primary	TREATY OAK OUTDOORS LLC	$2,680.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric Bikes & Transporters: Patrol

Item: 99, Specialized, Turbo TeroX 4.0, Turbo TeroX 4.0

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	TREATY OAK OUTDOORS LLC	$4,320.00	Build	Options
Northern	Primary	TREATY OAK OUTDOORS LLC	$4,225.00	Build	Options
Central	Primary	TREATY OAK OUTDOORS LLC	$4,225.00	Build	Options
Southern	Primary	TREATY OAK OUTDOORS LLC	$4,360.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Electric Bikes & Transporters: Patrol

Item: 100, Trek, Service - Patrol Front Suspension, Service - Patrol Front Suspension

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	TREATY OAK OUTDOORS LLC	$4,725.00	Build	Options
Northern	Primary	TREATY OAK OUTDOORS LLC	$4,680.00	Build	Options
Central	Primary	TREATY OAK OUTDOORS LLC	$4,680.00	Build	Options
Southern	Primary	TREATY OAK OUTDOORS LLC	$4,725.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 103, Chevrolet, Silverado 1500 Crew Cab (Short Bed 147.4) 1WT, CC10543

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$39,796.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$40,111.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$39,596.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$39,960.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$39,696.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$39,859.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$39,796.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$39,960.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 104, Chevrolet, Silverado 1500 Crew Cab (Standard Bed 156.9) 1WT, CC10743

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$39,996.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$40,795.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$39,796.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$40,644.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$39,896.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$40,544.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$39,996.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$40,644.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 105, Chevrolet, Silverado 1500 Double Cab 1WT, CC10753

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$37,616.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$38,464.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$37,416.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$38,314.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$37,516.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$38,213.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$37,616.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$38,314.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 106, Chevrolet, Silverado 1500 Regular Cab 1WT, CC10903

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$36,496.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$37,370.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$36,296.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$37,219.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$36,396.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$37,119.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$36,496.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$37,219.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 107, Chevrolet, Silverado 2500HD Regular Cab 1WT, CC20903

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$42,793.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$43,869.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$42,593.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$43,718.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$42,693.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$43,617.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$42,793.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$43,718.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 108, Chevrolet, Silverado 2500HD Crew Cab (Long Bed 172) 1WT, CC20943

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$45,196.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$46,881.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$44,996.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$46,729.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$45,096.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$46,629.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$45,196.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$46,729.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 109, Chevrolet, Silverado 2500HD Double Cab (Long Bed 162.4) 1WT, CC20953

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$43,451.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$45,018.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$43,251.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$44,867.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$43,351.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$44,766.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$43,451.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$44,867.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 110, Chevrolet, Silverado 3500HD Regular 1WT DRW, CC30903

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$44,942.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$46,688.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$44,742.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$46,537.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$44,842.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$46,436.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$44,942.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$46,537.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 111, Chevrolet, Silverado 3500HD Crew Cab 1WT DRW, CC30943

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$47,596.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$49,297.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$47,396.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$49,146.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$47,496.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$49,045.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$47,596.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$49,146.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 112, Chevrolet, Silverado 3500HD Double Cab 1WT DRW, CC30953

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$45,696.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$47,334.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$45,496.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$47,182.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$45,596.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$47,082.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$45,696.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$47,182.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 113, ETR/Chevrolet, HD 2500 w/ Flex Special Response Module, SRM8-6RU-1CA; SRM8-7RU

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	ETR, L.L.C.	$122,259.00	Build	Options
Northern	Primary	ETR, L.L.C.	$121,539.00	Build	Options
Central	Primary	ETR, L.L.C.	$121,539.00	Build	Options
Southern	Primary	ETR, L.L.C.	$122,259.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 114, ETR/Chevrolet, HD 3500 w/ Flex Special Response Module, SRM8-6RU-1CA; SRM8-7RU

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	ETR, L.L.C.	$123,699.00	Build	Options
Northern	Primary	ETR, L.L.C.	$122,979.00	Build	Options
Central	Primary	ETR, L.L.C.	$122,979.00	Build	Options
Southern	Primary	ETR, L.L.C.	$123,699.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 115, ETR/Ford, F-250 w/ Flex Special Response Module, SRM8-6RU-1CA; SRM8-7RU

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	ETR, L.L.C.	$122,943.00	Build	Options
Northern	Primary	ETR, L.L.C.	$122,223.00	Build	Options
Central	Primary	ETR, L.L.C.	$122,223.00	Build	Options
Southern	Primary	ETR, L.L.C.	$122,943.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 116, ETR/Ford, F-350 w/ Flex Special Response Module, SRM8-6RU-1CA; SRM8-7RU

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	ETR, L.L.C.	$124,198.00	Build	Options
Northern	Primary	ETR, L.L.C.	$123,448.00	Build	Options
Central	Primary	ETR, L.L.C.	$123,448.00	Build	Options
Southern	Primary	ETR, L.L.C.	$124,198.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 117, ETR/Ram, 2500 w/ Flex Special Response Module, SRM8-6RU-1CA; SRM8-7RU

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	ETR, L.L.C.	$126,525.00	Build	Options
Northern	Primary	ETR, L.L.C.	$125,805.00	Build	Options
Central	Primary	ETR, L.L.C.	$125,805.00	Build	Options
Southern	Primary	ETR, L.L.C.	$126,525.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 118, ETR/Ram, 3500 w/ Flex Special Response Module, SRM8-6RU-1CA; SRM8-7RU

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	ETR, L.L.C.	$126,795.00	Build	Options
Northern	Primary	ETR, L.L.C.	$126,075.00	Build	Options
Central	Primary	ETR, L.L.C.	$126,075.00	Build	Options
Southern	Primary	ETR, L.L.C.	$126,795.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 119, Ford, F-150 XL Regular Cab, F1K

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$35,261.00	Build	Options
	Alternate	SAG COCOA LLC	$35,700.00	Build	Options
	Alternate	BOZARD FORD	$35,742.00	Build	Options
Northern	Primary	Duval Ford LLC	$35,041.00	Build	Options
	Alternate	SAG COCOA LLC	$35,340.00	Build	Options
	Alternate	BOZARD FORD	$35,581.00	Build	Options
Central	Primary	Duval Ford LLC	$35,141.00	Build	Options
	Alternate	SAG COCOA LLC	$35,288.00	Build	Options
	Alternate	BOZARD FORD	$35,668.00	Build	Options
Southern	Primary	Duval Ford LLC	$35,241.00	Build	Options
	Alternate	SAG COCOA LLC	$35,391.00	Build	Options
	Alternate	BOZARD FORD	$35,777.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 120, Ford, F-250 XL Super Duty Regular Cab SRW, F2A

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$41,611.00	Build	Options
	Alternate	Garber Ford Inc	$42,169.00	Build	Options
	Alternate	BOZARD FORD	$42,182.00	Build	Options
Northern	Primary	Duval Ford LLC	$41,391.00	Build	Options
	Alternate	BOZARD FORD	$41,807.00	Build	Options
	Alternate	Garber Ford Inc	$41,969.00	Build	Options
Central	Primary	Duval Ford LLC	$41,491.00	Build	Options
	Alternate	BOZARD FORD	$41,963.00	Build	Options
	Alternate	Garber Ford Inc	$42,069.00	Build	Options
Southern	Primary	Duval Ford LLC	$41,591.00	Build	Options
	Alternate	Garber Ford Inc	$42,169.00	Build	Options
	Alternate	BOZARD FORD	$42,306.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 121, Ford, F-350 XL Super Duty Regular Cab DRW, F3C

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$43,917.00	Build	Options
	Alternate	Garber Ford Inc	$44,498.00	Build	Options
	Alternate	BOZARD FORD	$44,532.00	Build	Options
Northern	Primary	Duval Ford LLC	$43,697.00	Build	Options
	Alternate	BOZARD FORD	$44,136.00	Build	Options
	Alternate	Garber Ford Inc	$44,298.00	Build	Options
Central	Primary	Duval Ford LLC	$43,797.00	Build	Options
	Alternate	BOZARD FORD	$44,300.00	Build	Options
	Alternate	Garber Ford Inc	$44,398.00	Build	Options
Southern	Primary	Duval Ford LLC	$43,897.00	Build	Options
	Alternate	Garber Ford Inc	$44,498.00	Build	Options
	Alternate	BOZARD FORD	$44,663.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 122, Ford, Ranger 4x2, R4B

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$30,338.00	Build	Options
	Alternate	Garber Ford Inc	$30,442.00	Build	Options
	Alternate	BOZARD FORD	$30,501.00	Build	Options
Northern	Primary	Duval Ford LLC	$30,118.00	Build	Options
	Alternate	Garber Ford Inc	$30,242.00	Build	Options
	Alternate	BOZARD FORD	$30,382.00	Build	Options
Central	Primary	Duval Ford LLC	$30,218.00	Build	Options
	Alternate	Garber Ford Inc	$30,342.00	Build	Options
	Alternate	BOZARD FORD	$30,442.00	Build	Options
Southern	Primary	Duval Ford LLC	$30,318.00	Build	Options
	Alternate	Garber Ford Inc	$30,442.00	Build	Options
	Alternate	BOZARD FORD	$30,603.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 123, Ford, F-150 XL Super Crew Cab, W1K

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$37,952.00	Build	Options
	Alternate	Garber Ford Inc	$38,461.00	Build	Options
	Alternate	BOZARD FORD	$38,711.00	Build	Options
Northern	Primary	Duval Ford LLC	$37,732.00	Build	Options
	Alternate	BOZARD FORD	$38,202.00	Build	Options
	Alternate	Garber Ford Inc	$38,261.00	Build	Options
Central	Primary	Duval Ford LLC	$37,832.00	Build	Options
	Alternate	Garber Ford Inc	$38,361.00	Build	Options
	Alternate	BOZARD FORD	$38,540.00	Build	Options
Southern	Primary	Duval Ford LLC	$37,932.00	Build	Options
	Alternate	Garber Ford Inc	$38,461.00	Build	Options
	Alternate	BOZARD FORD	$38,796.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 124, Ford, F-250 Super Duty XL Crew Cab, W2A

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$45,080.00	Build	Options
	Alternate	Garber Ford Inc	$45,650.00	Build	Options
	Alternate	BOZARD FORD	$45,694.00	Build	Options
Northern	Primary	Duval Ford LLC	$44,860.00	Build	Options
	Alternate	BOZARD FORD	$45,288.00	Build	Options
	Alternate	Garber Ford Inc	$45,450.00	Build	Options
Central	Primary	Duval Ford LLC	$44,960.00	Build	Options
	Alternate	BOZARD FORD	$45,456.00	Build	Options
	Alternate	Garber Ford Inc	$45,550.00	Build	Options
Southern	Primary	Duval Ford LLC	$45,060.00	Build	Options
	Alternate	Garber Ford Inc	$45,650.00	Build	Options
	Alternate	BOZARD FORD	$45,828.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 125, Ford, F-350 XL Super Duty Crew Cab DRW, W3C

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$56,649.00	Build	Options
	Alternate	Garber Ford Inc	$57,357.00	Build	Options
	Alternate	BOZARD FORD	$57,503.00	Build	Options
Northern	Primary	Duval Ford LLC	$56,429.00	Build	Options
	Alternate	BOZARD FORD	$56,992.00	Build	Options
	Alternate	Garber Ford Inc	$57,157.00	Build	Options
Central	Primary	Duval Ford LLC	$56,529.00	Build	Options
	Alternate	Garber Ford Inc	$57,257.00	Build	Options
	Alternate	SAG COCOA LLC	$58,928.00	Build	Options
Southern	Primary	Duval Ford LLC	$56,629.00	Build	Options
	Alternate	Garber Ford Inc	$57,357.00	Build	Options
	Alternate	BOZARD FORD	$57,672.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 126, Ford, Maverick 4x2, W8A

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$26,173.00	Build	Options
	Alternate	BOZARD FORD	$26,256.00	Build	Options
	Alternate	Garber Ford Inc	$26,304.00	Build	Options
Northern	Primary	Duval Ford LLC	$25,953.00	Build	Options
	Alternate	Garber Ford Inc	$26,104.00	Build	Options
	Alternate	BOZARD FORD	$26,171.00	Build	Options
Central	Primary	Duval Ford LLC	$26,053.00	Build	Options
	Alternate	BOZARD FORD	$26,199.00	Build	Options
	Alternate	Garber Ford Inc	$26,204.00	Build	Options
Southern	Primary	Duval Ford LLC	$26,153.00	Build	Options
	Alternate	BOZARD FORD	$26,302.00	Build	Options
	Alternate	Garber Ford Inc	$26,304.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 127, Ford, F-150 XL Super Cab, X1K

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$36,825.00	Build	Options
	Alternate	Garber Ford Inc	$37,322.00	Build	Options
	Alternate	BOZARD FORD	$37,472.00	Build	Options
Northern	Primary	Duval Ford LLC	$36,605.00	Build	Options
	Alternate	Garber Ford Inc	$37,122.00	Build	Options
	Alternate	BOZARD FORD	$37,304.00	Build	Options
Central	Primary	Duval Ford LLC	$36,705.00	Build	Options
	Alternate	Garber Ford Inc	$37,222.00	Build	Options
	Alternate	BOZARD FORD	$37,395.00	Build	Options
Southern	Primary	Duval Ford LLC	$36,805.00	Build	Options
	Alternate	Garber Ford Inc	$37,322.00	Build	Options
	Alternate	BOZARD FORD	$37,509.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 128, Ford, F-250 XL Super Duty Super Cab, X2A

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$43,917.00	Build	Options
	Alternate	Garber Ford Inc	$44,498.00	Build	Options
	Alternate	BOZARD FORD	$44,555.00	Build	Options
Northern	Primary	Duval Ford LLC	$43,697.00	Build	Options
	Alternate	BOZARD FORD	$43,952.00	Build	Options
	Alternate	Garber Ford Inc	$44,298.00	Build	Options
Central	Primary	Duval Ford LLC	$43,797.00	Build	Options
	Alternate	BOZARD FORD	$44,337.00	Build	Options
	Alternate	Garber Ford Inc	$44,398.00	Build	Options
Southern	Primary	Duval Ford LLC	$43,897.00	Build	Options
	Alternate	Garber Ford Inc	$44,498.00	Build	Options
	Alternate	BOZARD FORD	$44,703.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 129, Ford, F-350 XL Super Duty Super Cab DRW, X3C

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Ford Inc	$56,021.00	Build	Options
	Alternate	BOZARD FORD	$56,420.00	Build	Options
	Alternate	SAG COCOA LLC	$57,968.00	Build	Options
Northern	Primary	BOZARD FORD	$55,656.00	Build	Options
	Alternate	Garber Ford Inc	$55,821.00	Build	Options
	Alternate	SAG COCOA LLC	$57,607.00	Build	Options
Central	Primary	Garber Ford Inc	$55,921.00	Build	Options
	Alternate	BOZARD FORD	$56,144.00	Build	Options
	Alternate	SAG COCOA LLC	$57,555.00	Build	Options
Southern	Primary	Garber Ford Inc	$56,021.00	Build	Options
	Alternate	BOZARD FORD	$56,607.00	Build	Options
	Alternate	SAG COCOA LLC	$57,659.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 130, GMC, Sierra 1500 Crew Cab 1 SA 4x2, TC10543

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$40,742.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$41,331.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$40,542.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$41,180.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$40,642.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$41,079.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$40,742.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$41,180.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 131, Nissan, Frontier S V6 4x2 CC A/T, 32115

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Terry Taylor's DeLand Nissan, Inc.	$30,970.00	Build	Options
Northern	Primary	Terry Taylor's DeLand Nissan, Inc.	$30,925.00	Build	Options
Central	Primary	Terry Taylor's DeLand Nissan, Inc.	$30,925.00	Build	Options
Southern	Primary	Terry Taylor's DeLand Nissan, Inc.	$30,985.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 132, Nissan, Frontier SV SWB 4x2 CC A/T, 32315

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Terry Taylor's DeLand Nissan, Inc.	$32,662.00	Build	Options
Northern	Primary	Terry Taylor's DeLand Nissan, Inc.	$32,612.00	Build	Options
Central	Primary	Terry Taylor's DeLand Nissan, Inc.	$32,612.00	Build	Options
Southern	Primary	Terry Taylor's DeLand Nissan, Inc.	$32,597.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 133, Nissan, Frontier SV LWB 4x2 CC A/T, 33115

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Terry Taylor's DeLand Nissan, Inc.	$33,172.00	Build	Options
Northern	Primary	Terry Taylor's DeLand Nissan, Inc.	$33,132.00	Build	Options
Central	Primary	Terry Taylor's DeLand Nissan, Inc.	$33,112.00	Build	Options
Southern	Primary	Terry Taylor's DeLand Nissan, Inc.	$33,197.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 134, Ram, 3500 Tradesman Regular Cab DRW, D23L62

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chrysler Dodge Truck, Inc.	$44,196.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$44,428.00	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$43,996.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$44,428.00	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$44,096.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$44,428.00	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$44,196.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$44,428.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 135, Ram, 3500 Tradesman Crew Cab DRW, D23L92

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chrysler Dodge Truck, Inc.	$46,196.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$46,326.00	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$45,996.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$46,326.00	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$46,096.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$46,326.00	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$46,196.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$46,326.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 136, Ram, 2500 Tradesman Regular Cab, DJ2L62

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chrysler Dodge Truck, Inc.	$40,846.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$41,170.00	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$40,646.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$41,170.00	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$40,746.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$41,170.00	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$40,846.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$41,170.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 137, Ram, 2500 Tradesman Crew Cab, DJ2L92

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chrysler Dodge Truck, Inc.	$42,894.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$43,140.00	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$42,694.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$43,140.00	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$42,794.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$43,140.00	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$42,894.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$43,140.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 138, Ram, 1500 Big Horn Quad Cab 4x2 6.4 Bed, DT1H41

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chrysler Dodge Truck, Inc.	$39,196.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$40,932.00	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$38,996.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$40,932.00	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$39,096.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$40,932.00	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$39,196.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$40,932.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 139, Ram, 1500 Big Horn Crew Cab 4x2 6.4 Bed, DT1H91

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chrysler Dodge Truck, Inc.	$46,196.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$46,365.00	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$45,996.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$46,365.00	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$46,096.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$46,365.00	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$46,196.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$46,365.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 140, Ram, 1500 Big Horn Crew Cab 4x2 5.7 Bed, DT1H98

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chrysler Dodge Truck, Inc.	$41,826.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$43,494.00	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$41,626.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$43,494.00	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$41,726.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$43,494.00	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$41,826.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$43,494.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 141, Ram, 1500 Tradesman Quad Cab, DT1L41

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chrysler Dodge Truck, Inc.	$37,526.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$39,368.00	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$37,326.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$39,368.00	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$37,426.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$39,368.00	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$37,526.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$39,368.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 142, Ram, 1500 Tradesman Crew Cab, DT1L98

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chrysler Dodge Truck, Inc.	$38,594.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$40,560.00	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$38,394.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$40,560.00	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$38,494.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$40,560.00	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$38,594.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$40,560.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 143, Toyota, Tacoma SR Xtra cab 4X2, 7162

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Seminole Toyota	$31,720.00	Build	Options
Northern	Primary	Seminole Toyota	$31,720.00	Build	Options
Central	Primary	Seminole Toyota	$31,720.00	Build	Options
Southern	Primary	Seminole Toyota	$31,720.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 144, Toyota, Tacoma SR Double Cab 4x2, 7186

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Seminole Toyota	$33,717.00	Build	Options
Northern	Primary	Seminole Toyota	$33,717.00	Build	Options
Central	Primary	Seminole Toyota	$33,717.00	Build	Options
Southern	Primary	Seminole Toyota	$33,717.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 145, Toyota, Tundra CrewMax SR 4x2, 8248

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Seminole Toyota	$41,138.00	Build	Options
Northern	Primary	Seminole Toyota	$41,138.00	Build	Options
Central	Primary	Seminole Toyota	$41,138.00	Build	Options
Southern	Primary	Seminole Toyota	$41,138.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 146, Toyota, Tundra SR Double Cab, 8242

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Seminole Toyota	$39,714.00	Build	Options
Northern	Primary	Seminole Toyota	$39,714.00	Build	Options
Central	Primary	Seminole Toyota	$39,714.00	Build	Options
Southern	Primary	Seminole Toyota	$39,714.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x2

Item: 147, Toyota, Tundra SR5 CrewMax, 8261

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Seminole Toyota	$46,530.00	Build	Options
Northern	Primary	Seminole Toyota	$46,530.00	Build	Options
Central	Primary	Seminole Toyota	$46,530.00	Build	Options
Southern	Primary	Seminole Toyota	$46,530.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 148, Chevrolet, Silverado 1500 Crew Cab (Short Bed 147.4) 1LT 4x4, CK10543

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$48,696.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$48,835.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$48,496.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$48,684.00	Build	Options
Central	Primary	CARL BLACK OF ORLANDO LLC	$48,583.00	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$48,596.00	Build	Options
Southern	Primary	CARL BLACK OF ORLANDO LLC	$48,684.00	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$48,696.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 149, Chevrolet, Silverado 1500 Crew Cab (Short Bed 147.4) 1WT 4x4, CK10543

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$42,356.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$42,603.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$42,156.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$42,451.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$42,256.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$42,351.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$42,356.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$42,451.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 150, Chevrolet, Silverado 1500 Crew Cab (Standard Bed 156.9) 1LT 4x4, CK10743

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	CARL BLACK OF ORLANDO LLC	$49,110.00	Build	Options
Northern	Primary	CARL BLACK OF ORLANDO LLC	$48,959.00	Build	Options
Central	Primary	CARL BLACK OF ORLANDO LLC	$48,859.00	Build	Options
Southern	Primary	CARL BLACK OF ORLANDO LLC	$48,959.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 151, Chevrolet, Silverado 1500 Crew Cab (Standard Bed 156.9) 1WT 4x4, CK10743

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$42,642.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$42,884.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$42,442.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$42,733.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$42,542.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$42,632.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$42,642.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$42,733.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 152, Chevrolet, Silverado 1500 Double Cab 1WT 4x4, CK10753

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$40,166.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$40,452.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$39,966.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$40,301.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$40,066.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$40,200.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$40,166.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$40,301.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 153, Chevrolet, Silverado 1500 Regular Cab 1WT 4x4, CK10903

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$40,196.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$40,577.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$39,996.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$40,426.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$40,096.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$40,325.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$40,196.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$40,426.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 154, Chevrolet, Silverado 2500HD Crew Cab (Standard Bed 158.9) 1WT 4x4, CK20743

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$47,182.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$48,676.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$46,982.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$48,525.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$47,082.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$48,424.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$47,182.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$48,525.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 155, Chevrolet, Silverado 2500HD Double Cab (Standard Bed 149.4) 1WT 4x4, CK20753

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$45,196.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$46,813.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$44,996.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$46,662.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$45,096.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$46,561.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$45,196.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$46,662.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 156, Chevrolet, Silverado 2500HD Regular Cab 1WT 4x4, CK20903

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$44,812.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$46,352.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$44,612.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$46,201.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$44,712.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$46,100.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$44,812.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$46,201.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 157, Chevrolet, Silverado 2500HD Crew Cab (Long Bed 172) 1WT 4x4, CK20943

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$47,366.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$48,860.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$47,166.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$48,709.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$47,266.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$48,608.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$47,366.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$48,709.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 158, Chevrolet, Silverado 2500HD Double Cab (Long Bed 162.4) 1WT 4x4, CK20953

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$45,466.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$46,997.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$45,266.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$46,846.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$45,366.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$46,746.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$45,466.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$46,846.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 159, Chevrolet, Silverado 3500HD Regular Cab 1WT DRW 4x4, CK30903

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$47,068.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$48,567.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$46,868.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$48,416.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$46,968.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$48,315.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$47,068.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$48,416.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 160, Chevrolet, Silverado 3500HD Crew Cab 1WT DRW 4x4, CK30943

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$49,629.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$51,075.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$49,429.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$50,924.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$49,529.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$50,823.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$49,629.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$50,924.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 161, Chevrolet, Silverado 3500HD Double Cab 1WT SRW 4x4, CK30953

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$46,596.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$48,105.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$46,396.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$47,954.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$46,496.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$47,853.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$46,596.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$47,954.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 162, Ford, F-150 XL Regular Cab 4x4, F1L

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$39,720.00	Build	Options
	Alternate	SAG COCOA LLC	$40,386.00	Build	Options
	Alternate	BOZARD FORD	$40,436.00	Build	Options
Northern	Primary	Duval Ford LLC	$39,500.00	Build	Options
	Alternate	SAG COCOA LLC	$40,024.00	Build	Options
	Alternate	Garber Ford Inc	$40,244.00	Build	Options
Central	Primary	Duval Ford LLC	$39,600.00	Build	Options
	Alternate	SAG COCOA LLC	$39,972.00	Build	Options
	Alternate	Garber Ford Inc	$40,344.00	Build	Options
Southern	Primary	Duval Ford LLC	$39,700.00	Build	Options
	Alternate	SAG COCOA LLC	$40,076.00	Build	Options
	Alternate	Garber Ford Inc	$40,444.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 163, Ford, F-250 XL Super Duty Regular Cab 4x4, F2B

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$44,149.00	Build	Options
	Alternate	Garber Ford Inc	$44,732.00	Build	Options
	Alternate	BOZARD FORD	$44,768.00	Build	Options
Northern	Primary	Duval Ford LLC	$43,929.00	Build	Options
	Alternate	BOZARD FORD	$44,370.00	Build	Options
	Alternate	Garber Ford Inc	$44,532.00	Build	Options
Central	Primary	Duval Ford LLC	$44,029.00	Build	Options
	Alternate	BOZARD FORD	$44,535.00	Build	Options
	Alternate	Garber Ford Inc	$44,632.00	Build	Options
Southern	Primary	Duval Ford LLC	$44,129.00	Build	Options
	Alternate	Garber Ford Inc	$44,732.00	Build	Options
	Alternate	BOZARD FORD	$44,900.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 164, Ford, F-350 XL Super Duty Regular Cab DRW 4x4, F3D

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$46,463.00	Build	Options
	Alternate	SAG COCOA LLC	$46,729.00	Build	Options
	Alternate	Garber Ford Inc	$47,069.00	Build	Options
Northern	Primary	Duval Ford LLC	$46,243.00	Build	Options
	Alternate	BOZARD FORD	$46,707.00	Build	Options
	Alternate	Garber Ford Inc	$46,869.00	Build	Options
Central	Primary	Duval Ford LLC	$46,343.00	Build	Options
	Alternate	Garber Ford Inc	$46,969.00	Build	Options
	Alternate	SAG COCOA LLC	$47,256.00	Build	Options
Southern	Primary	Duval Ford LLC	$46,443.00	Build	Options
	Alternate	Garber Ford Inc	$47,069.00	Build	Options
	Alternate	BOZARD FORD	$47,264.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 165, Ford, Ranger 4x4, R4P

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$33,710.00	Build	Options
	Alternate	Garber Ford Inc	$33,863.00	Build	Options
	Alternate	BOZARD FORD	$33,970.00	Build	Options
Northern	Primary	Duval Ford LLC	$33,490.00	Build	Options
	Alternate	Garber Ford Inc	$33,663.00	Build	Options
	Alternate	BOZARD FORD	$33,837.00	Build	Options
Central	Primary	Duval Ford LLC	$33,590.00	Build	Options
	Alternate	Garber Ford Inc	$33,763.00	Build	Options
	Alternate	BOZARD FORD	$33,904.00	Build	Options
Southern	Primary	Duval Ford LLC	$33,690.00	Build	Options
	Alternate	Garber Ford Inc	$33,863.00	Build	Options
	Alternate	BOZARD FORD	$34,083.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 166, Ford, F-150 Super Crew Hybrid, W1F

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$45,639.00	Build	Options
	Alternate	Garber Ford Inc	$46,224.00	Build	Options
	Alternate	BOZARD FORD	$46,495.00	Build	Options
Northern	Primary	Duval Ford LLC	$45,419.00	Build	Options
	Alternate	Garber Ford Inc	$46,024.00	Build	Options
	Alternate	BOZARD FORD	$46,286.00	Build	Options
Central	Primary	Duval Ford LLC	$45,519.00	Build	Options
	Alternate	Garber Ford Inc	$46,124.00	Build	Options
	Alternate	BOZARD FORD	$46,400.00	Build	Options
Southern	Primary	Duval Ford LLC	$45,619.00	Build	Options
	Alternate	Garber Ford Inc	$46,224.00	Build	Options
	Alternate	BOZARD FORD	$46,541.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 167, Ford, F-150 XL Crew Cab 4x4, W1L

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$41,504.00	Build	Options
	Alternate	Garber Ford Inc	$42,048.00	Build	Options
	Alternate	BOZARD FORD	$42,262.00	Build	Options
Northern	Primary	Duval Ford LLC	$41,284.00	Build	Options
	Alternate	Garber Ford Inc	$41,848.00	Build	Options
	Alternate	BOZARD FORD	$41,995.00	Build	Options
Central	Primary	Duval Ford LLC	$41,384.00	Build	Options
	Alternate	Garber Ford Inc	$41,948.00	Build	Options
	Alternate	BOZARD FORD	$42,146.00	Build	Options
Southern	Primary	Duval Ford LLC	$41,484.00	Build	Options
	Alternate	Garber Ford Inc	$42,048.00	Build	Options
	Alternate	BOZARD FORD	$42,303.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 168, Ford, F-250 XL Super Duty Crew Cab 4x4, W2B

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$47,603.00	Build	Options
	Alternate	Garber Ford Inc	$48,221.00	Build	Options
	Alternate	BOZARD FORD	$48,240.00	Build	Options
Northern	Primary	Duval Ford LLC	$47,383.00	Build	Options
	Alternate	BOZARD FORD	$47,816.00	Build	Options
	Alternate	Garber Ford Inc	$48,021.00	Build	Options
Central	Primary	Duval Ford LLC	$47,483.00	Build	Options
	Alternate	BOZARD FORD	$47,989.00	Build	Options
	Alternate	Garber Ford Inc	$48,121.00	Build	Options
Southern	Primary	Duval Ford LLC	$47,583.00	Build	Options
	Alternate	Garber Ford Inc	$48,221.00	Build	Options
	Alternate	BOZARD FORD	$48,287.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 169, Ford, F-350 XL Super Duty Crew Cab DRW 4x4, W3D

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$50,095.00	Build	Options
	Alternate	Garber Ford Inc	$50,738.00	Build	Options
	Alternate	BOZARD FORD	$50,826.00	Build	Options
Northern	Primary	Duval Ford LLC	$49,875.00	Build	Options
	Alternate	BOZARD FORD	$50,374.00	Build	Options
	Alternate	Garber Ford Inc	$50,538.00	Build	Options
Central	Primary	Duval Ford LLC	$49,975.00	Build	Options
	Alternate	BOZARD FORD	$50,561.00	Build	Options
	Alternate	Garber Ford Inc	$50,638.00	Build	Options
Southern	Primary	Duval Ford LLC	$50,075.00	Build	Options
	Alternate	Garber Ford Inc	$50,738.00	Build	Options
	Alternate	BOZARD FORD	$50,975.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 170, Ford, F-150 XLT Crew Cab 4x4, W3L

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$44,038.00	Build	Options
	Alternate	Garber Ford Inc	$44,849.00	Build	Options
	Alternate	BOZARD FORD	$44,879.00	Build	Options
Northern	Primary	Duval Ford LLC	$43,818.00	Build	Options
	Alternate	Garber Ford Inc	$44,649.00	Build	Options
	Alternate	BOZARD FORD	$44,721.00	Build	Options
Central	Primary	Duval Ford LLC	$43,918.00	Build	Options
	Alternate	Garber Ford Inc	$44,749.00	Build	Options
	Alternate	BOZARD FORD	$44,787.00	Build	Options
Southern	Primary	Duval Ford LLC	$44,018.00	Build	Options
	Alternate	Garber Ford Inc	$44,849.00	Build	Options
	Alternate	BOZARD FORD	$44,923.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 171, Ford, Maverick 4x4, W8B

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$26,579.00	Build	Options
	Alternate	BOZARD FORD	$26,667.00	Build	Options
	Alternate	SAG COCOA LLC	$28,717.00	Build	Options
Northern	Primary	Duval Ford LLC	$26,359.00	Build	Options
	Alternate	BOZARD FORD	$26,581.00	Build	Options
	Alternate	SAG COCOA LLC	$28,356.00	Build	Options
Central	Primary	Duval Ford LLC	$26,459.00	Build	Options
	Alternate	BOZARD FORD	$26,610.00	Build	Options
	Alternate	SAG COCOA LLC	$28,307.00	Build	Options
Southern	Primary	Duval Ford LLC	$26,559.00	Build	Options
	Alternate	BOZARD FORD	$26,714.00	Build	Options
	Alternate	SAG COCOA LLC	$28,409.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 172, Ford, F-150 XL Super Cab 4x4, X1L

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$40,300.00	Build	Options
	Alternate	Garber Ford Inc	$40,832.00	Build	Options
	Alternate	BOZARD FORD	$41,030.00	Build	Options
Northern	Primary	Duval Ford LLC	$40,080.00	Build	Options
	Alternate	Garber Ford Inc	$40,632.00	Build	Options
	Alternate	BOZARD FORD	$40,845.00	Build	Options
Central	Primary	Duval Ford LLC	$40,180.00	Build	Options
	Alternate	Garber Ford Inc	$40,732.00	Build	Options
	Alternate	BOZARD FORD	$40,945.00	Build	Options
Southern	Primary	Duval Ford LLC	$40,280.00	Build	Options
	Alternate	Garber Ford Inc	$40,832.00	Build	Options
	Alternate	BOZARD FORD	$41,070.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 173, Ford, F-250 XL Super Duty Super Cab 4x4, X2B

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$46,463.00	Build	Options
	Alternate	BOZARD FORD	$46,883.00	Build	Options
	Alternate	Garber Ford Inc	$47,069.00	Build	Options
Northern	Primary	Duval Ford LLC	$46,243.00	Build	Options
	Alternate	Garber Ford Inc	$46,869.00	Build	Options
	Alternate	BOZARD FORD	$47,471.00	Build	Options
Central	Primary	Duval Ford LLC	$46,343.00	Build	Options
	Alternate	BOZARD FORD	$46,641.00	Build	Options
	Alternate	Garber Ford Inc	$46,969.00	Build	Options
Southern	Primary	Duval Ford LLC	$46,443.00	Build	Options
	Alternate	BOZARD FORD	$46,929.00	Build	Options
	Alternate	Garber Ford Inc	$47,069.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 174, Ford, F-350 XL Super Duty Super Cab DRW 4x4, X3D

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Ford Inc	$49,387.00	Build	Options
	Alternate	BOZARD FORD	$49,464.00	Build	Options
	Alternate	SAG COCOA LLC	$50,656.00	Build	Options
Northern	Primary	BOZARD FORD	$49,024.00	Build	Options
	Alternate	Garber Ford Inc	$49,187.00	Build	Options
	Alternate	SAG COCOA LLC	$50,299.00	Build	Options
Central	Primary	BOZARD FORD	$49,206.00	Build	Options
	Alternate	Garber Ford Inc	$49,287.00	Build	Options
	Alternate	SAG COCOA LLC	$50,248.00	Build	Options
Southern	Primary	Garber Ford Inc	$49,387.00	Build	Options
	Alternate	BOZARD FORD	$49,609.00	Build	Options
	Alternate	SAG COCOA LLC	$50,350.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 175, Ford, F-150 XLT Super Cab 4x4, X3L

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$42,903.00	Build	Options
	Alternate	BOZARD FORD	$43,695.00	Build	Options
	Alternate	Garber Ford Inc	$43,827.00	Build	Options
Northern	Primary	Duval Ford LLC	$42,683.00	Build	Options
	Alternate	BOZARD FORD	$43,541.00	Build	Options
	Alternate	Garber Ford Inc	$43,627.00	Build	Options
Central	Primary	Duval Ford LLC	$42,783.00	Build	Options
	Alternate	BOZARD FORD	$43,605.00	Build	Options
	Alternate	Garber Ford Inc	$43,727.00	Build	Options
Southern	Primary	Duval Ford LLC	$42,883.00	Build	Options
	Alternate	BOZARD FORD	$43,737.00	Build	Options
	Alternate	Garber Ford Inc	$43,827.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 176, GMC, Sierra 1500 Crew Cab 1 SA 4x4, TK10543

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$43,196.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$43,318.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$42,996.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$43,167.00	Build	Options
Central	Primary	CARL BLACK OF ORLANDO LLC	$43,066.00	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$43,096.00	Build	Options
Southern	Primary	CARL BLACK OF ORLANDO LLC	$43,167.00	Build	Options
	Alternate	Garber Chevrolet Buick GMC, Inc.	$43,196.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 177, GMC, Sierra 2500HD Crew Cab (Standard Bed 158.9) 1SA 4x4, TK20743

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$47,996.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$49,279.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$47,826.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$49,128.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$47,926.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$49,028.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$47,996.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$49,128.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 178, Jeep, Gladiator Sport 4x4, JTJL98

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Woody Folsom of Douglas, Inc.	$37,295.00	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$37,848.00	Build	Options
Northern	Primary	Woody Folsom of Douglas, Inc.	$37,295.00	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$37,648.00	Build	Options
Central	Primary	Woody Folsom of Douglas, Inc.	$37,295.00	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$37,748.00	Build	Options
Southern	Primary	Woody Folsom of Douglas, Inc.	$37,295.00	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$37,848.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 179, Nissan, Frontier S V6 4x4 CC A/T, 32015

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Terry Taylor's DeLand Nissan, Inc.	$33,827.00	Build	Options
Northern	Primary	Terry Taylor's DeLand Nissan, Inc.	$33,773.00	Build	Options
Central	Primary	Terry Taylor's DeLand Nissan, Inc.	$33,773.00	Build	Options
Southern	Primary	Terry Taylor's DeLand Nissan, Inc.	$33,817.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 180, Nissan, Frontier SV SWB 4x4 CC A/T, 32215

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Terry Taylor's DeLand Nissan, Inc.	$35,820.00	Build	Options
Northern	Primary	Terry Taylor's DeLand Nissan, Inc.	$35,764.00	Build	Options
Central	Primary	Terry Taylor's DeLand Nissan, Inc.	$35,752.00	Build	Options
Southern	Primary	Terry Taylor's DeLand Nissan, Inc.	$35,812.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 181, Nissan, Frontier SV LWB 4x4 CC A/T, 33215

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Terry Taylor's DeLand Nissan, Inc.	$36,220.00	Build	Options
Northern	Primary	Terry Taylor's DeLand Nissan, Inc.	$36,264.00	Build	Options
Central	Primary	Terry Taylor's DeLand Nissan, Inc.	$36,252.00	Build	Options
Southern	Primary	Terry Taylor's DeLand Nissan, Inc.	$36,221.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 182, Ram, 3500 Tradesman Regular Cab DRW 4x4, D28L62

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chrysler Dodge Truck, Inc.	$46,913.00	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$46,713.00	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$46,813.00	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$46,913.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 183, Ram, 3500 Tradesman Crew Cab DRW 4x4, D28L92

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chrysler Dodge Truck, Inc.	$48,986.00	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$48,786.00	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$48,886.00	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$48,986.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 184, Ram, 2500 Tradesman Regular Cab 4x4, DJ7L62

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chrysler Dodge Truck, Inc.	$43,621.00	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$43,421.00	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$43,521.00	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$43,621.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 185, Ram, 2500 Tradesman Crew Cab 4x4, DJ7L92

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chrysler Dodge Truck, Inc.	$45,672.00	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$45,472.00	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$45,572.00	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$45,672.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 186, Ram, 1500 Big Horn Quad Cab 4x4 6.4 Bed, DT6H41

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chrysler Dodge Truck, Inc.	$42,807.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$44,451.00	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$42,607.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$44,451.00	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$42,707.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$44,451.00	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$42,807.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$44,451.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 187, Ram, 1500 Big Horn Crew Cab 4x4 6.4 Bed, DT6H91

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chrysler Dodge Truck, Inc.	$48,196.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$49,944.00	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$47,996.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$49,944.00	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$48,096.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$49,944.00	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$48,196.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$49,944.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 188, Ram, 1500 Big Horn Crew Cab 4x4 5.7 Bed, DT6H98

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chrysler Dodge Truck, Inc.	$44,455.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$47,066.00	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$44,255.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$47,066.00	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$44,355.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$47,066.00	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$44,455.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$47,066.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 189, Toyota, Tacoma SR Xtra cab 4x4, 7514

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Seminole Toyota	$34,750.00	Build	Options
Northern	Primary	Seminole Toyota	$34,750.00	Build	Options
Central	Primary	Seminole Toyota	$34,750.00	Build	Options
Southern	Primary	Seminole Toyota	$34,750.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 190, Toyota, Tacoma SR Double Cab 4x4, 7594

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Seminole Toyota	$36,805.00	Build	Options
Northern	Primary	Seminole Toyota	$36,805.00	Build	Options
Central	Primary	Seminole Toyota	$36,805.00	Build	Options
Southern	Primary	Seminole Toyota	$36,805.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 191, Toyota, Tundra CrewMax SR 4x4, 8348

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Seminole Toyota	$43,929.00	Build	Options
Northern	Primary	Seminole Toyota	$43,929.00	Build	Options
Central	Primary	Seminole Toyota	$43,929.00	Build	Options
Southern	Primary	Seminole Toyota	$43,929.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 192, Toyota, Tundra SR Double Cab 4x4, 8342

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Seminole Toyota	$42,668.00	Build	Options
Northern	Primary	Seminole Toyota	$42,668.00	Build	Options
Central	Primary	Seminole Toyota	$42,668.00	Build	Options
Southern	Primary	Seminole Toyota	$42,668.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks – 4x4

Item: 193, Toyota, Tundra SR5 CrewMax 4x4, 8361

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Seminole Toyota	$49,207.00	Build	Options
Northern	Primary	Seminole Toyota	$49,207.00	Build	Options
Central	Primary	Seminole Toyota	$49,207.00	Build	Options
Southern	Primary	Seminole Toyota	$49,207.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pursuit Rated Vehicles

Item: 198, Chevrolet, Blazer EV PPV, 1MF26

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$55,963.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$56,495.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$55,763.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$56,344.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$55,863.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$56,243.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$55,963.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$56,344.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pursuit Rated Vehicles

Item: 199, Chevrolet, Tahoe 4x2 PPV, CC10706/9C1

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$50,976.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$50,776.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$50,876.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$50,976.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pursuit Rated Vehicles

Item: 200, Chevrolet, Silverado 4x4 PPV, CK10543/9C1

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$49,696.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$51,478.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$49,496.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$51,327.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$49,596.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$51,226.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$49,696.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$51,327.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pursuit Rated Vehicles

Item: 201, Chevrolet, Tahoe 4x4 PPV, CK10706/9C1

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$53,986.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$55,376.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$53,786.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$55,225.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$53,886.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$55,124.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$53,986.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$55,225.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pursuit Rated Vehicles

Item: 202, Dodge, Durango Pursuit V6 AWD, WDEE75

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Woody Folsom of Douglas, Inc.	$41,626.00	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$42,196.00	Build	Options
Northern	Primary	Woody Folsom of Douglas, Inc.	$41,626.00	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$41,996.00	Build	Options
Central	Primary	Woody Folsom of Douglas, Inc.	$41,626.00	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$42,096.00	Build	Options
Southern	Primary	Woody Folsom of Douglas, Inc.	$41,626.00	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$42,196.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pursuit Rated Vehicles

Item: 203, Dodge, Durango Pursuit V8 AWD, WDEE75

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Woody Folsom of Douglas, Inc.	$45,086.00	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$45,122.00	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$44,922.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$45,086.00	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$45,022.00	Build	Options
	Alternate	Woody Folsom of Douglas, Inc.	$45,086.00	Build	Options
Southern	Primary	Woody Folsom of Douglas, Inc.	$45,086.00	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$45,122.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pursuit Rated Vehicles

Item: 204, Ford, Interceptor Utility AWD 3.0L EcoBoost, K8A

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Ford Inc	$46,923.00	Build	Options
	Alternate	Duval Ford LLC	$47,040.00	Build	Options
	Alternate	BOZARD FORD	$47,259.00	Build	Options
Northern	Primary	Garber Ford Inc	$46,723.00	Build	Options
	Alternate	Duval Ford LLC	$46,820.00	Build	Options
	Alternate	BOZARD FORD	$47,110.00	Build	Options
Central	Primary	Garber Ford Inc	$46,823.00	Build	Options
	Alternate	Duval Ford LLC	$46,920.00	Build	Options
	Alternate	BOZARD FORD	$47,161.00	Build	Options
Southern	Primary	Garber Ford Inc	$46,923.00	Build	Options
	Alternate	Duval Ford LLC	$47,020.00	Build	Options
	Alternate	BOZARD FORD	$47,296.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pursuit Rated Vehicles

Item: 205, Ford, Interceptor Utility AWD 3.3L Gas, K8A

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Ford Inc	$43,959.00	Build	Options
	Alternate	Duval Ford LLC	$44,069.00	Build	Options
	Alternate	BOZARD FORD	$44,320.00	Build	Options
Northern	Primary	Garber Ford Inc	$43,759.00	Build	Options
	Alternate	Duval Ford LLC	$43,849.00	Build	Options
	Alternate	BOZARD FORD	$43,981.00	Build	Options
Central	Primary	Garber Ford Inc	$43,859.00	Build	Options
	Alternate	Duval Ford LLC	$43,949.00	Build	Options
	Alternate	BOZARD FORD	$44,133.00	Build	Options
Southern	Primary	Garber Ford Inc	$43,959.00	Build	Options
	Alternate	Duval Ford LLC	$44,049.00	Build	Options
	Alternate	BOZARD FORD	$44,337.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pursuit Rated Vehicles

Item: 206, Ford, Interceptor Utility AWD Hybrid 3.3L, K8A

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Ford Inc	$46,072.00	Build	Options
	Alternate	Duval Ford LLC	$46,186.00	Build	Options
	Alternate	BOZARD FORD	$46,395.00	Build	Options
Northern	Primary	Garber Ford Inc	$45,872.00	Build	Options
	Alternate	Duval Ford LLC	$45,966.00	Build	Options
	Alternate	BOZARD FORD	$46,249.00	Build	Options
Central	Primary	Garber Ford Inc	$45,972.00	Build	Options
	Alternate	Duval Ford LLC	$46,066.00	Build	Options
	Alternate	BOZARD FORD	$46,299.00	Build	Options
Southern	Primary	Garber Ford Inc	$46,072.00	Build	Options
	Alternate	Duval Ford LLC	$46,166.00	Build	Options
	Alternate	BOZARD FORD	$46,431.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Pursuit Rated Vehicles

Item: 207, Ford, Police Responder F-150 Crew Cab 4x4, W1P

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	BOZARD FORD	$46,215.00	Build	Options
	Alternate	Garber Ford Inc	$46,391.00	Build	Options
	Alternate	Duval Ford LLC	$46,399.00	Build	Options
Northern	Primary	BOZARD FORD	$46,011.00	Build	Options
	Alternate	Duval Ford LLC	$46,179.00	Build	Options
	Alternate	Garber Ford Inc	$46,191.00	Build	Options
Central	Primary	BOZARD FORD	$46,079.00	Build	Options
	Alternate	Duval Ford LLC	$46,279.00	Build	Options
	Alternate	Garber Ford Inc	$46,291.00	Build	Options
Southern	Primary	BOZARD FORD	$46,301.00	Build	Options
	Alternate	Duval Ford LLC	$46,379.00	Build	Options
	Alternate	Garber Ford Inc	$46,391.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Special Service Vehicles

Item: 209, Chevrolet, Silverado 1500 Special Service Vehicle 4x4, CK10543/5W4

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$45,863.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$47,470.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$45,663.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$47,319.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$45,763.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$47,218.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$45,863.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$47,319.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Special Service Vehicles

Item: 210, Chevrolet, Tahoe 4x4 SSV, CK10706/5W4

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$53,336.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$54,735.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$53,136.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$54,584.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$53,236.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$54,483.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$53,336.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$54,584.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Special Service Vehicles

Item: 211, Ford, Expedition SSV, U1G.102A

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$50,113.00	Build	Options
	Alternate	Garber Ford Inc	$50,795.00	Build	Options
	Alternate	SAG COCOA LLC	$52,284.00	Build	Options
Northern	Primary	Duval Ford LLC	$49,893.00	Build	Options
	Alternate	Garber Ford Inc	$50,595.00	Build	Options
	Alternate	SAG COCOA LLC	$51,925.00	Build	Options
Central	Primary	Duval Ford LLC	$49,993.00	Build	Options
	Alternate	Garber Ford Inc	$50,695.00	Build	Options
	Alternate	SAG COCOA LLC	$51,874.00	Build	Options
Southern	Primary	Duval Ford LLC	$50,093.00	Build	Options
	Alternate	Garber Ford Inc	$50,795.00	Build	Options
	Alternate	SAG COCOA LLC	$52,052.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x2

Item: 212, Chevrolet, Traverse LS FWD, 1LE56

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$37,796.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$37,596.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$37,696.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$37,796.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x2

Item: 213, Chevrolet, Blazer FWD, 1NK26

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$33,646.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$34,816.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$33,446.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$34,665.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$33,546.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$34,564.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$33,646.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$34,665.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x2

Item: 214, Chevrolet, Trailblazer FWD, 1TR56

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$23,096.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$24,202.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$22,896.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$24,051.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$22,996.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$23,950.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$23,096.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$24,051.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x2

Item: 215, Chevrolet, Trax FWD, 1TR58

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$21,128.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$22,165.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$20,928.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$22,014.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$21,028.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$21,913.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$21,128.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$22,014.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x2

Item: 216, Chevrolet, Equinox AWD, 1PT26

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$30,196.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$31,410.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$29,996.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$31,259.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$30,096.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$31,158.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$30,196.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$31,259.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x2

Item: 217, Chevrolet, Equinox FWD, 1PT26

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$28,357.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$29,548.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$28,157.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$29,397.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$28,257.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$29,296.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$28,357.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$29,397.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x2

Item: 218, Chevrolet, Tahoe 4x2 1FL, CC10706

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$55,822.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$55,622.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$55,722.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$55,822.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x2

Item: 219, Chevrolet, Suburban 4x2 1FL, CC10906

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$58,149.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$57,949.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$58,049.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$58,149.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x2

Item: 220, Ford, Expedition MAX Active 4x2, K1H

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$56,659.00	Build	Options
	Alternate	Garber Ford Inc	$57,156.00	Build	Options
	Alternate	BOZARD FORD	$57,428.00	Build	Options
Northern	Primary	Duval Ford LLC	$56,439.00	Build	Options
	Alternate	Garber Ford Inc	$56,956.00	Build	Options
	Alternate	BOZARD FORD	$57,147.00	Build	Options
Central	Primary	Duval Ford LLC	$56,539.00	Build	Options
	Alternate	Garber Ford Inc	$57,056.00	Build	Options
	Alternate	BOZARD FORD	$57,215.00	Build	Options
Southern	Primary	Duval Ford LLC	$56,639.00	Build	Options
	Alternate	Garber Ford Inc	$57,156.00	Build	Options
	Alternate	BOZARD FORD	$57,473.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x2

Item: 221, Ford, Explorer Active RWD, K7D

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$36,447.00	Build	Options
	Alternate	BOZARD FORD	$36,604.00	Build	Options
	Alternate	Garber Ford Inc	$37,737.00	Build	Options
Northern	Primary	Duval Ford LLC	$36,227.00	Build	Options
	Alternate	BOZARD FORD	$36,522.00	Build	Options
	Alternate	SAG COCOA LLC	$37,418.00	Build	Options
Central	Primary	Duval Ford LLC	$36,327.00	Build	Options
	Alternate	BOZARD FORD	$36,561.00	Build	Options
	Alternate	SAG COCOA LLC	$37,366.00	Build	Options
Southern	Primary	Duval Ford LLC	$36,427.00	Build	Options
	Alternate	BOZARD FORD	$36,629.00	Build	Options
	Alternate	SAG COCOA LLC	$37,469.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x2

Item: 222, Ford, Escape ST-Line Hybrid FWD, U0M/99Z

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$30,802.00	Build	Options
	Alternate	BOZARD FORD	$30,882.00	Build	Options
	Alternate	Garber Ford Inc	$31,566.00	Build	Options
Northern	Primary	Duval Ford LLC	$30,582.00	Build	Options
	Alternate	BOZARD FORD	$30,830.00	Build	Options
	Alternate	Garber Ford Inc	$31,366.00	Build	Options
Central	Primary	Duval Ford LLC	$30,682.00	Build	Options
	Alternate	BOZARD FORD	$30,845.00	Build	Options
	Alternate	Garber Ford Inc	$31,466.00	Build	Options
Southern	Primary	Duval Ford LLC	$30,782.00	Build	Options
	Alternate	BOZARD FORD	$30,903.00	Build	Options
	Alternate	Garber Ford Inc	$31,566.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x2

Item: 223, Ford, Expedition Active 4x2, U1H

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$53,881.00	Build	Options
	Alternate	BOZARD FORD	$54,604.00	Build	Options
	Alternate	Garber Ford Inc	$54,848.00	Build	Options
Northern	Primary	Duval Ford LLC	$53,661.00	Build	Options
	Alternate	BOZARD FORD	$54,337.00	Build	Options
	Alternate	Garber Ford Inc	$54,648.00	Build	Options
Central	Primary	Duval Ford LLC	$53,761.00	Build	Options
	Alternate	BOZARD FORD	$54,401.00	Build	Options
	Alternate	Garber Ford Inc	$54,748.00	Build	Options
Southern	Primary	Duval Ford LLC	$53,861.00	Build	Options
	Alternate	BOZARD FORD	$54,646.00	Build	Options
	Alternate	Garber Ford Inc	$54,848.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x2

Item: 224, GMC, Terrain SLE FWD, TXL26

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$26,934.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$26,734.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$26,834.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$26,934.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x2

Item: 225, Jeep, Grand Cherokee Laredo 4x2 2-Row, WLTH74

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chrysler Dodge Truck, Inc.	$38,820.00	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$38,820.00	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$38,820.00	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$38,820.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x2

Item: 226, Jeep, Wagoneer 4x2 Series I, WSTM75

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Woody Folsom of Douglas, Inc.	$61,272.00	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$62,196.00	Build	Options
Northern	Primary	Woody Folsom of Douglas, Inc.	$61,272.00	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$61,996.00	Build	Options
Central	Primary	Woody Folsom of Douglas, Inc.	$61,272.00	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$62,096.00	Build	Options
Southern	Primary	Woody Folsom of Douglas, Inc.	$61,272.00	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$62,196.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x2

Item: 227, Kia, Sportage, 42222

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Step One Automotive DBA Kia Ft Walton Beach	$29,300.00	Build	Options
Northern	Primary	Step One Automotive DBA Kia Ft Walton Beach	$29,750.00	Build	Options
Central	Primary	Step One Automotive DBA Kia Ft Walton Beach	$29,995.00	Build	Options
Southern	Primary	Step One Automotive DBA Kia Ft Walton Beach	$30,995.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x2

Item: 228, Kia, Kia Sorento, 73222

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Step One Automotive DBA Kia Ft Walton Beach	$33,750.00	Build	Options
Northern	Primary	Step One Automotive DBA Kia Ft Walton Beach	$33,950.00	Build	Options
Central	Primary	Step One Automotive DBA Kia Ft Walton Beach	$33,995.00	Build	Options
Southern	Primary	Step One Automotive DBA Kia Ft Walton Beach	$34,750.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x2

Item: 229, Kia, Tellluride, J42222

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Step One Automotive DBA Kia Ft Walton Beach	$40,250.00	Build	Options
Northern	Primary	Step One Automotive DBA Kia Ft Walton Beach	$40,500.00	Build	Options
Central	Primary	Step One Automotive DBA Kia Ft Walton Beach	$40,995.00	Build	Options
Southern	Primary	Step One Automotive DBA Kia Ft Walton Beach	$40,995.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x2

Item: 230, Nissan, Armada SV 4x2, 26115

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Terry Taylor's DeLand Nissan, Inc.	$52,390.00	Build	Options
Northern	Primary	Terry Taylor's DeLand Nissan, Inc.	$52,362.00	Build	Options
Central	Primary	Terry Taylor's DeLand Nissan, Inc.	$52,312.00	Build	Options
Southern	Primary	Terry Taylor's DeLand Nissan, Inc.	$52,390.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x2

Item: 231, Toyota, Corolla Cross L FWD, 6301

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Seminole Toyota	$24,927.00	Build	Options
Northern	Primary	Seminole Toyota	$24,927.00	Build	Options
Central	Primary	Seminole Toyota	$24,927.00	Build	Options
Southern	Primary	Seminole Toyota	$24,927.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x2

Item: 232, Toyota, Grand Highlander LE FWD, 6700

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Seminole Toyota	$42,438.00	Build	Options
Northern	Primary	Seminole Toyota	$42,438.00	Build	Options
Central	Primary	Seminole Toyota	$42,438.00	Build	Options
Southern	Primary	Seminole Toyota	$42,438.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x2

Item: 233, Toyota, Highlander LE FWD, 6946

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Seminole Toyota	$37,811.00	Build	Options
Northern	Primary	Seminole Toyota	$37,811.00	Build	Options
Central	Primary	Seminole Toyota	$37,811.00	Build	Options
Southern	Primary	Seminole Toyota	$37,811.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x2

Item: 234, Toyota, Rav4 LE, 4430

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Seminole Toyota	$28,989.00	Build	Options
Northern	Primary	Seminole Toyota	$28,989.00	Build	Options
Central	Primary	Seminole Toyota	$28,989.00	Build	Options
Southern	Primary	Seminole Toyota	$28,989.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x2

Item: 235, Nissan, Rogue S FWD, 22115

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Terry Taylor's DeLand Nissan, Inc.	$26,021.00	Build	Options
Northern	Primary	Terry Taylor's DeLand Nissan, Inc.	$25,936.00	Build	Options
Central	Primary	Terry Taylor's DeLand Nissan, Inc.	$25,936.00	Build	Options
Southern	Primary	Terry Taylor's DeLand Nissan, Inc.	$25,992.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x2

Item: 236, Nissan, Pathfinder S FWD, 25115

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Terry Taylor's DeLand Nissan, Inc.	$31,820.00	Build	Options
Northern	Primary	Terry Taylor's DeLand Nissan, Inc.	$31,771.00	Build	Options
Central	Primary	Terry Taylor's DeLand Nissan, Inc.	$31,771.00	Build	Options
Southern	Primary	Terry Taylor's DeLand Nissan, Inc.	$31,804.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x4 and AWD

Item: 237, Chevrolet, Blazer AWD, 1NR26

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$36,196.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$37,329.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$35,996.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$37,178.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$36,096.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$37,077.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$36,196.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$37,178.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x4 and AWD

Item: 238, Chevrolet, Traverse LS AWD, 1NV56

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$39,696.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$39,496.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$39,596.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$39,696.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x4 and AWD

Item: 239, Chevrolet, Trailblazer AWD LS, 1TV56

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$24,942.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$26,084.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$24,742.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$25,933.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$24,842.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$25,832.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$24,942.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$25,933.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x4 and AWD

Item: 240, Chevrolet, Tahoe 4x4 1FL 21, CK10706

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$56,665.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$58,393.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$56,465.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$58,242.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$56,565.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$58,141.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$56,665.00	Build	Options
	Alternate	CARL BLACK OF ORLANDO LLC	$58,242.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x4 and AWD

Item: 241, Chevrolet, Suburban 4x4 1FL, CK10906

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chevrolet Buick GMC, Inc.	$60,959.00	Build	Options
Northern	Primary	Garber Chevrolet Buick GMC, Inc.	$60,759.00	Build	Options
Central	Primary	Garber Chevrolet Buick GMC, Inc.	$60,859.00	Build	Options
Southern	Primary	Garber Chevrolet Buick GMC, Inc.	$60,959.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x4 and AWD

Item: 242, Ford, Expedition MAX SSV 4x4, K1G.102A

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$52,766.00	Build	Options
	Alternate	Garber Ford Inc	$53,092.00	Build	Options
	Alternate	SAG COCOA LLC	$55,013.00	Build	Options
Northern	Primary	Duval Ford LLC	$52,546.00	Build	Options
	Alternate	Garber Ford Inc	$52,892.00	Build	Options
	Alternate	SAG COCOA LLC	$54,654.00	Build	Options
Central	Primary	Duval Ford LLC	$52,646.00	Build	Options
	Alternate	Garber Ford Inc	$52,992.00	Build	Options
	Alternate	SAG COCOA LLC	$54,603.00	Build	Options
Southern	Primary	Duval Ford LLC	$52,746.00	Build	Options
	Alternate	Garber Ford Inc	$53,092.00	Build	Options
	Alternate	SAG COCOA LLC	$54,705.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x4 and AWD

Item: 243, Ford, Explorer Active AWD, K8D

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$38,299.00	Build	Options
	Alternate	BOZARD FORD	$38,481.00	Build	Options
	Alternate	Garber Ford Inc	$38,577.00	Build	Options
Northern	Primary	Duval Ford LLC	$38,079.00	Build	Options
	Alternate	Garber Ford Inc	$38,377.00	Build	Options
	Alternate	BOZARD FORD	$38,394.00	Build	Options
Central	Primary	Duval Ford LLC	$38,179.00	Build	Options
	Alternate	BOZARD FORD	$38,436.00	Build	Options
	Alternate	Garber Ford Inc	$38,477.00	Build	Options
Southern	Primary	Duval Ford LLC	$38,279.00	Build	Options
	Alternate	BOZARD FORD	$38,507.00	Build	Options
	Alternate	Garber Ford Inc	$38,577.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x4 and AWD

Item: 244, Ford, Bronco Sport, R9B

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$28,009.00	Build	Options
	Alternate	BOZARD FORD	$28,127.00	Build	Options
	Alternate	Garber Ford Inc	$28,164.00	Build	Options
Northern	Primary	Duval Ford LLC	$27,789.00	Build	Options
	Alternate	Garber Ford Inc	$27,964.00	Build	Options
	Alternate	BOZARD FORD	$28,105.00	Build	Options
Central	Primary	Duval Ford LLC	$27,889.00	Build	Options
	Alternate	Garber Ford Inc	$28,064.00	Build	Options
	Alternate	BOZARD FORD	$28,119.00	Build	Options
Southern	Primary	Duval Ford LLC	$27,989.00	Build	Options
	Alternate	BOZARD FORD	$28,152.00	Build	Options
	Alternate	Garber Ford Inc	$28,164.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x4 and AWD

Item: 245, Ford, Expedition Active 4x4, U1J

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$56,637.00	Build	Options
	Alternate	Garber Ford Inc	$57,156.00	Build	Options
	Alternate	BOZARD FORD	$57,428.00	Build	Options
Northern	Primary	Duval Ford LLC	$56,417.00	Build	Options
	Alternate	Garber Ford Inc	$56,956.00	Build	Options
	Alternate	BOZARD FORD	$57,147.00	Build	Options
Central	Primary	Duval Ford LLC	$56,517.00	Build	Options
	Alternate	Garber Ford Inc	$57,056.00	Build	Options
	Alternate	BOZARD FORD	$57,215.00	Build	Options
Southern	Primary	Duval Ford LLC	$56,617.00	Build	Options
	Alternate	Garber Ford Inc	$57,156.00	Build	Options
	Alternate	BOZARD FORD	$57,473.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x4 and AWD

Item: 246, Ford, Escape ST-Line Select Hybrid AWD, U9N/99Z

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	$32,376.00	Build	Options
	Alternate	BOZARD FORD	$32,477.00	Build	Options
	Alternate	Garber Ford Inc	$32,989.00	Build	Options
Northern	Primary	Duval Ford LLC	$32,156.00	Build	Options
	Alternate	BOZARD FORD	$32,423.00	Build	Options
	Alternate	Garber Ford Inc	$32,789.00	Build	Options
Central	Primary	Duval Ford LLC	$32,256.00	Build	Options
	Alternate	BOZARD FORD	$32,439.00	Build	Options
	Alternate	Garber Ford Inc	$32,889.00	Build	Options
Southern	Primary	Duval Ford LLC	$32,356.00	Build	Options
	Alternate	BOZARD FORD	$32,499.00	Build	Options
	Alternate	Garber Ford Inc	$32,989.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x4 and AWD

Item: 248, Jeep, Wrangler Sport 2 Door 4x4 A/T, JLJL72 (24S)

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Woody Folsom of Douglas, Inc.	$37,803.00	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$41,194.00	Build	Options
Northern	Primary	Woody Folsom of Douglas, Inc.	$37,803.00	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$40,994.00	Build	Options
Central	Primary	Woody Folsom of Douglas, Inc.	$37,803.00	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$41,094.00	Build	Options
Southern	Primary	Woody Folsom of Douglas, Inc.	$37,803.00	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$41,194.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x4 and AWD

Item: 250, Jeep, Wrangler Unlimited Sport 4 Door 4x4 A/T, JLJL74 (24S)

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Woody Folsom of Douglas, Inc.	$41,586.00	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$45,121.00	Build	Options
Northern	Primary	Woody Folsom of Douglas, Inc.	$41,586.00	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$44,921.00	Build	Options
Central	Primary	Woody Folsom of Douglas, Inc.	$41,586.00	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$45,021.00	Build	Options
Southern	Primary	Woody Folsom of Douglas, Inc.	$41,586.00	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$45,121.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x4 and AWD

Item: 251, Jeep, Grand Cherokee Laredo 4x4 3 Row, WLJH74

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Garber Chrysler Dodge Truck, Inc.	$40,820.00	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$40,820.00	Build	Options
Central	Primary	Garber Chrysler Dodge Truck, Inc.	$40,820.00	Build	Options
Southern	Primary	Garber Chrysler Dodge Truck, Inc.	$40,820.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x4 and AWD

Item: 252, Jeep, Wagoneer 4x4 Series I, WSJM75

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Woody Folsom of Douglas, Inc.	$64,139.00	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$65,182.00	Build	Options
Northern	Primary	Garber Chrysler Dodge Truck, Inc.	$64,982.00	Build	Options
Central	Primary	Woody Folsom of Douglas, Inc.	$64,139.00	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$65,082.00	Build	Options
Southern	Primary	Woody Folsom of Douglas, Inc.	$64,139.00	Build	Options
	Alternate	Garber Chrysler Dodge Truck, Inc.	$65,182.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x4 and AWD

Item: 253, Nissan, Rogue S AWD, 22015

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Terry Taylor's DeLand Nissan, Inc.	$27,422.00	Build	Options
Northern	Primary	Terry Taylor's DeLand Nissan, Inc.	$27,371.00	Build	Options
Central	Primary	Terry Taylor's DeLand Nissan, Inc.	$27,371.00	Build	Options
Southern	Primary	Terry Taylor's DeLand Nissan, Inc.	$27,420.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x4 and AWD

Item: 254, Nissan, Pathfinder S 4x4, 25015

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Terry Taylor's DeLand Nissan, Inc.	$33,560.00	Build	Options
Northern	Primary	Terry Taylor's DeLand Nissan, Inc.	$33,511.00	Build	Options
Central	Primary	Terry Taylor's DeLand Nissan, Inc.	$33,511.00	Build	Options
Southern	Primary	Terry Taylor's DeLand Nissan, Inc.	$33,544.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x4 and AWD

Item: 255, Nissan, Armada SV 4x4, 26215

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Terry Taylor's DeLand Nissan, Inc.	$55,050.00	Build	Options
Northern	Primary	Terry Taylor's DeLand Nissan, Inc.	$55,010.00	Build	Options
Central	Primary	Terry Taylor's DeLand Nissan, Inc.	$54,990.00	Build	Options
Southern	Primary	Terry Taylor's DeLand Nissan, Inc.	$55,145.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x4 and AWD

Item: 256, Toyota, Corolla Cross S hybrid AWD, 6312

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Seminole Toyota	$29,058.00	Build	Options
Northern	Primary	Seminole Toyota	$29,058.00	Build	Options
Central	Primary	Seminole Toyota	$29,058.00	Build	Options
Southern	Primary	Seminole Toyota	$29,058.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x4 and AWD

Item: 257, Toyota, Grand Highlander LE AWD, 6706

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Seminole Toyota	$43,928.00	Build	Options
Northern	Primary	Seminole Toyota	$43,928.00	Build	Options
Central	Primary	Seminole Toyota	$43,928.00	Build	Options
Southern	Primary	Seminole Toyota	$43,928.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x4 and AWD

Item: 258, Toyota, Grand Highlander LE hybrid AWD, 6720

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Seminole Toyota	$45,618.00	Build	Options
Northern	Primary	Seminole Toyota	$45,618.00	Build	Options
Central	Primary	Seminole Toyota	$45,618.00	Build	Options
Southern	Primary	Seminole Toyota	$45,618.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x4 and AWD

Item: 259, Toyota, Rav4 LE AWD, 4432

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Seminole Toyota	$30,339.00	Build	Options
Northern	Primary	Seminole Toyota	$30,339.00	Build	Options
Central	Primary	Seminole Toyota	$30,339.00	Build	Options
Southern	Primary	Seminole Toyota	$30,339.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x4 and AWD

Item: 260, Toyota, Rav4 LE Hybrid AWD, 4435

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Seminole Toyota	$31,939.00	Build	Options
Northern	Primary	Seminole Toyota	$31,939.00	Build	Options
Central	Primary	Seminole Toyota	$31,939.00	Build	Options
Southern	Primary	Seminole Toyota	$31,939.00	Build	Options

Intent to Award

Contract: FSA24-VEL32.0, Pursuit, Administrative, and Other Vehicles

Group: Utility & Hybrid Utility Vehicles – 4x4 and AWD

Item: 261, Toyota, Sequoia SR5 4x4 Hybrid, 7947

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Seminole Toyota	$60,883.00	Build	Options
Northern	Primary	Seminole Toyota	$60,883.00	Build	Options
Central	Primary	Seminole Toyota	$60,883.00	Build	Options
Southern	Primary	Seminole Toyota	$60,883.00	Build	Options

FSA Cooperative Purchasing Program

FSA24-VEL32.0: Pursuit, Administrative, & Other Vehicles
How to Order

How to Purchase



FSA Cooperative Purchasing Program

FSA24-VEL32.0: Pursuit, Administrative, & Other Vehicles
Awarded Vendor Contract Signature Pages

CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the Bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

The Bidder further declares that no other persons other than the authorized agent herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same article, and is in all respects fair and without collusion or fraud.

The Bidder further declares that they have carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of materials required.

The Bidder further declares that they have provided a discount on all factory options included in this bid, and such discount will be included in all purchase orders.

The Bidder further declares that the company understands the financial responsibility associated with this bid as stated and further declares that it has the ability to meet the financial responsibility associated with this bid.

The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA24-VEL32.0: Pursuit, Administrative, and Other Ve

Bidder Company Name Bachrodt, FT, LLC dba Palmetto Ford of Miami

Business Address 7245 NW 36th Street, Miami, FL. 33166

Name of Authorized Agent Charlie Rodgers

Email address of authorized agent crodgers@palmettofordtrucks.com

Signature Signed by: Charlie Rodgers CA3CBB3546C746D...

Date 9/19/2024

Docusign Envelope ID: 364F476D-C28F-457C-96DB-4797DF58EB94

CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the Bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

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The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA24-VEL32.0: Pursuit, Administrative, and Other Ve

Bidder Company Name Bozard Ford Co

Business Address 540 Outlet Mall Blvd
St. Augustine FL 32086

Name of Authorized Agent Jeff Young

Email address of authorized agent jyoung@bozard.com

Signature Signed by: Jeff Young 95278DB5FBF54E7...

Date 9/19/2024

CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the Bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

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The Bidder further declares that the company understands the financial responsibility associated with this bid as stated and further declares that it has the ability to meet the financial responsibility associated with this bid.

The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA24-VEL32.0: Pursuit, Administrative, and Other Ve

Bidder Company Name CARL BLACK OF ORLANDO, LLC

Business Address 11500 E Colonial Dr, Orlando, FL 32817

Name of Authorized Agent Edgar Massoni

Email address of authorized agent emassoni@carlblack.com

Signature Signed by: Edgar Massoni 2D19705D7A6F4BE...

Date 9/18/2024

CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the Bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

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The Bidder further declares that they have carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of materials required.

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The Bidder further declares that the company understands the financial responsibility associated with this bid as stated and further declares that it has the ability to meet the financial responsibility associated with this bid.

The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA24-VEL32.0: Pursuit, Administrative, and Other Ve

Bidder Company Name Duval Ford llc

Business Address 1616 cassat ave jacksonville fl 32210

Name of Authorized Agent Richard Tackett

Email address of authorized agent RICHARD.TACKETT@DUVALFORD.COM

Signature DocuSigned by: Richard Tackett F167A39DD605483...

Date 9/19/2024

Docusign Envelope ID: 8E97A5C9-70D4-4620-8898-8D3E24821076

CONTRACT SIGNATURE FORM

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FSA Contract Number FSA24-VEL32.0: Pursuit, Administrative, and Other Ve

Bidder Company Name ETR, L.L.C.

Business Address 700 South French Ave., Sanford Fl 32771

Name of Authorized Agent Jerry Michaluk

Email address of authorized agent JERRY@ETRLLC.ORG

Signature DocuSigned by: Jerry Michaluk C925ABB2A8D0411...

Date 9/23/2024

Docusign Envelope ID: 94B20809-0749-4E7A-A9EF-EB77A26DDC8B

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FSA Contract Number FSA24-VEL32.0: Pursuit, Administrative, and Other Ve

Bidder Company Name Florida Transportation Systems

Business Address 6041 Orient Road Tampa, FL 33610

Name of Authorized Agent Robert Frick

Email address of authorized agent rfrick@fts4buses.com

Signature DocuSigned by: Robert Frick 027BAE08445744C...

Date 9/23/2024

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FSA Contract Number FSA24-VEL32.0: Pursuit, Administrative, and Other Ve

Bidder Company Name Garber Chevrolet Buick GMC, Inc.

Business Address 3340 Hwy 17 (Mailing PO Box 1600)
Green Cove Springs, FL 32043

Name of Authorized Agent Daniel Drake

Email address of authorized agent ddrake@garberautomall.com

Signature Signed by: Daniel Drake 94424341E6DF40A...

Date 9/17/2024

CONTRACT SIGNATURE FORM

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FSA Contract Number FSA24-VEL32.0: Pursuit, Administrative, and Other Ve

Bidder Company Name Garber Chrysler Dodge Truck, Inc.

Business Address 3408 Hwy 17 (Mailing PO Box 1600)
Green Cove Springs, FL 32043

Name of Authorized Agent Ryan Davis

Email address of authorized agent rdavis@garberautomall.com

Signature Signed by: Ryan Davis 3389670B0DD644A...

Date 9/17/2024

CONTRACT SIGNATURE FORM

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FSA Contract Number FSA24-VEL32.0: Pursuit, Administrative, and Other Ve

Bidder Company Name Garber Ford, Inc.

Business Address 3380 Hwy 17 (Mailing PO Box 1600)
Green Cove Springs, FL 32043

Name of Authorized Agent Todd Brandt

Email address of authorized agent TBRANDT@GARBERAUTOMALL.COM

Signature Signed by: Todd Brandt A8B5E3D164AC435...

Date 9/17/2024

CONTRACT SIGNATURE FORM

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FSA Contract Number FSA24-VEL32.0: Pursuit, Administrative, and Other Ve

Bidder Company Name Matheny Fire & Emergency

Business Address 725 SW 46th Ave, Ocala, FL 34474

Name of Authorized Agent Dee Daniels

Email address of authorized agent DDaniels@mathenyfire.com

Signature Signed by: Dee Daniels 3DE53B22D95E4BE...

Date 9/17/2024

Docusign Envelope ID: 70FB2C82-B62E-4101-ABE2-05988B3EF173

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FSA Contract Number FSA24-VEL32.0: Pursuit, Administrative, and Other Ve

Bidder Company Name Recon Power Bikes

Business Address 327 Ley Road, Fort Wayne, IN 46825

Name of Authorized Agent Chris Warren

Email address of authorized agent chris@reconpowerbikes.com

Signature Signed by: Chris Warren 3F4A7F85246340A...

Date 9/18/2024

CONTRACT SIGNATURE FORM

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FSA Contract Number FSA24-VEL32.0: Pursuit, Administrative, and Other Ve

Bidder Company Name SAG COCOA LLC DBA COCOA FORD

Business Address 1360 W KING STEET COCOA FL 32922

Name of Authorized Agent Alex Kadish

Email address of authorized agent AKADISH@SUTTONAUTOTEAM.COM

Signature Signed by: 97F87374E5C942F...

Date 9/17/2024

CONTRACT SIGNATURE FORM

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FSA Contract Number FSA24-VEL32.0: Pursuit, Administrative, and Other Ve

Bidder Company Name Seminole Toyota

Business Address 1160 Rinehart Rd
Sanford, FL 32771

Name of Authorized Agent Sam Bunte

Email address of authorized agent sbunte@vtaig.com

Signature Signed by: Sam Bunte D4CE7D38DA7B43A...

Date 9/20/2024

CONTRACT SIGNATURE FORM

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FSA Contract Number FSA24-VEL32.0: Pursuit, Administrative, and Other Ve

Bidder Company Name KIA Ft Walton Beach

Business Address 343 Miracle Strip Parkway Ft Walton Beach Fl 32548

Name of Authorized Agent Eric Jore

Email address of authorized agent ejore@aol.com

Signature DocuSigned by: BD40210D401946D...

Date 9/23/2024

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FSA Contract Number FSA24-VEL32.0: Pursuit, Administrative, and Other Ve

Bidder Company Name Tampa Truck Center LLC

Business Address 7528 US HWY 301 N
Tampa, FL 33637

Name of Authorized Agent Scott Endris

Email address of authorized agent sendris@southporttruck.com

Signature DocuSigned by: Scott Endris B3E8BDDFD011418...

Date 9/20/2024

Docusign Envelope ID: 224270ED-5A41-474F-979A-C260BD8BF75B

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FSA Contract Number FSA24-VEL32.0: Pursuit, Administrative, and Other Ve

Bidder Company Name Terry Taylor's DeLand Nissan

Business Address 2600 South Woodland Blvd
DeLand Florida 32720

Name of Authorized Agent Howard Williams

Email address of authorized agent howardwilliams@cfl.rr.com

Signature Signed by: Howard Williams A538AF2AA03F479...

Date 9/18/2024

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FSA Contract Number FSA24-VEL32.0: Pursuit, Administrative, and Other Ve

Bidder Company Name Tesla, Inc

Business Address 1 Tesla Road
Austin, TX 78725

Name of Authorized Agent McLean Dunmire

Email address of authorized agent mdunmire@tesla.com

Signature Signed by: McLean Dunmire 542F27E3E33E453...

Date 9/23/2024

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FSA Contract Number FSA24-VEL32.0: Pursuit, Administrative, and Other Ve

Bidder Company Name Treaty Oak Outdoors LLC

Business Address 2677 Fairway Farms Ct
Jacksonville, FL 32223

Name of Authorized Agent Jared Davis

Email address of authorized agent JARED.DAVIS@TREATYOAKCYCLE.COM

Signature Signed by: 03233B8536DA4B9...

Date 9/19/2024

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FSA Contract Number FSA24-VEL32.0: Pursuit, Administrative, and Other Ve

Bidder Company Name Woody Folsom of DOuglas, Inc.

Business Address 1280 SE Bowens Mill Rd
Douglas, GA 31533

Name of Authorized Agent Marty Stafford

Email address of authorized agent martys@woodyfolsom.com

Signature Signed by: Marty Stafford 670B276A97BB4FE...

Date 9/18/2024

FSA Cooperative Purchasing Program

FSA24-VEL32.0: Pursuit, Administrative, & Other Vehicles
Base Specifications

Bid Item Groups

All bid items shall be built to manufacturer base specifications for the item or model number indicated and shall include all standard manufacturer equipment unless otherwise specified. If not already included in manufacturer standard equipment and base specifications, all vehicles shall include manufacturer standard automatic transmission and power locks and windows. When requested by the purchaser, vendors must submit detailed specifications for the item and options offered.

- Administrative Sedans
- Cab and Chassis Trucks: 1 Ton (DRW) 4x2
- Cab and Chassis Trucks: 1 Ton (DRW) 4x4
- Cab and Chassis Trucks: 15,000 lbs. GVWR (DRW) 4x2
- Cab and Chassis Trucks: 15,000 lbs. GVWR (DRW) 4x4
- Cargo & Passenger Vans Medium/High Roof
- Cargo & Passenger Vans Standard/Low Roof
- Electric & Plug-In Hybrid Electric Vehicles: Administrative Sedans & Vans
- Electric & Plug-In Hybrid Electric Vehicles: Pickup Trucks & Utility Vehicles
- Electric Bikes & Transporters: All-Terrain
- Electric Bikes & Transporters: Cargo
- Electric Bikes & Transporters: Commuter
- Electric Bikes & Transporters: Patrol
- Electric Bikes & Transporters: Transporters
- Pickup Trucks – 4x2
- Pickup Trucks – 4x4
- Pursuit Rated Vehicles*
- Pursuit Rated Motorcycles
- Special Service Vehicles*
- Utility & Hybrid Utility Vehicles – 4x2
- Utility & Hybrid Utility Vehicles – 4x4 and AWD

** Indicates additional FSA base specification requirements*

Pursuit Rated Vehicles

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Item Group Description

- Standard two (2) keys and/or fobs with one (1) additional key/fob
- Heavy duty rubber floor covering instead of carpet
- Manufacturer's standard production seats with power adjustable driver's seat
- Vinyl rear seat
- Driver-side LED spotlight

Special Service Vehicles

In addition to the manufacturer base specification for the item or model number indicated, items in this group must meet the following FSA base specification:

FSA Item Group Description

- Standard two (2) keys and/or fobs with one (1) additional key/fob
- Heavy duty rubber floor covering instead of carpet
- Manufacturer's standard production seats with power adjustable driver's seat

FSA Cooperative Purchasing Program

FSA24-VEL32.0: Pursuit, Administrative, & Other Vehicles
Terms and Conditions

Florida Sheriffs Association

Cooperative Purchasing Program

Contract Terms and Conditions

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Florida Sheriffs Association

Cooperative Purchasing Program

Contract Terms and Conditions

1.0 GENERAL CONDITIONS

1.01 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association, "FSA". Please be sure to reference the bid number and title and provide your contact information. Communication for this Invitation to Bid should be identified by contract number and title and directed to:

Florida Sheriffs Association
Attn: Cooperative Purchasing Program Coordinator
2617 Mahan Drive
Tallahassee, FL 32308
E-mail: CPP@flsheriffs.org

1.02 PURPOSE

The Florida Sheriffs Association invites interested Bidders, including manufacturers and dealers or authorized representatives to submit responses in accordance with these solicitation documents. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract. The purpose of this bid is to establish contracts with manufacturers and manufacturers' authorized dealers for contract terms specified under Section 1.03 for the purchase of items on a "no trade-in basis."

1.03 TERM OF CONTRACT

The term for Contracts FSA24-VEL32.0 Pursuit, Administrative and Other Vehicles shall remain in effect for one year from date of contract execution by the FSA, and may be extended by mutual agreement, at the sole option and discretion of the FSA. The initial term of these contracts begins October 1, 2024, and ends September 30, 2025.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

1.04 JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall lie in the appropriate court in and for Leon County, Florida.

1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, Florida Statutes, exempts the sheriffs' offices from the provisions of the Florida Statute that would otherwise require sealed and competitive bidding procedures.

The Office of the Sheriff is not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this

solicitation in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any Bidder in responding to this solicitation.

1.06 FUNDING

In the case of certain purchasers, including state agencies, funds expended for the purposes of the contract must be appropriated by the Florida Legislature, the individual participating agency or the agency's appropriating authority for each fiscal year included within the contract period. For such agencies, their performances and obligations to pay for products or services under any resulting contract, or purchase order, are contingent upon such an annual appropriation by the Legislature, individual agency or by the appropriating authority. Therefore, any contract or purchase order with such an agency shall automatically terminate without penalty or termination costs in the event of non-appropriation.

1.07 CURRENCY

All transaction amounts, bids, quotes, provisions, payments or any part of this contract relating to currency are to be made in United States Dollars.

1.08 GENERAL DEFINITIONS

The terms used in this contract are defined as the following:

A. Bidder: A business or enterprise that submits a formal bid to the Florida Sheriffs Association Cooperative Purchasing Program in accordance with the Florida Sheriffs Association Cooperative Purchasing Program Terms and Conditions. A bidder, that is not the manufacturer, must be authorized by the manufacturer to market and sell an item for which they are bidding.

B. Bid System: The online forum used for the submission of bids and review of bid results for the specifications connected to this Invitation to Bid. VendorLink is the software used for this bid.

C. Build Sheet: A document from the Bidder that confirms that the item submitted meets or exceeds the FSA Base Specifications. Build sheets include, but are not limited to, the factory options list and door data plate information for vehicles that include details such as engine size and transmission, paint codes, production date, axle code, etc.

D. Dealer: An enterprise authorized by the manufacturer to market, sell, provide, and service the items for the Florida Sheriffs Association Cooperative Purchasing Program. Dealers may be Vendor-owned and controlled, in whole or in part, or independently owned and controlled.

E. End User: A term used to distinguish the person who ultimately uses or is intended to use a product or for whom a product is designed for use.

F. Factory: Refers to the manufacturer produced products.

G. Fleet Advisory Committee (committee): An employee of a sheriff's office or other local governmental agency, or person who FSA CPP identifies as a subject matter expert who assists with the development of bid specifications and evaluation of bid responses. The committee makes recommendations to the FSA CPP and is not responsible for final awards.

H. Florida Sheriffs Association Cooperative Purchasing Program (FSA CPP): The entity that administers the Invitation to Bid and contract administration functions for the resulting contract(s).

I. FSA Base Specifications: Written descriptions of the minimum requirements for each item or item group developed by the FSA CPP for Bidders to bid on. These item requirements may be unique to FSA CPP and require additional components to the manufacturer's standard item.

J. Invitation to Bid: A competitive solicitation and award process established through the issuance of an invitation to Bidders, vendors, dealers and manufacturers to submit a price offer on a specific product to be provided. This term shall include the FSA Base Specifications available to Bidders on the Bid System and references to solicitation documents. The term shall not include requests for proposals, requests for quotes, requests for letters of interest, or the solicitation of purchase orders based on oral or written quotations.

K. Manufacturer: The original producer or provider of items offered on this contract.

L. Manufacturer's Suggested Retail Price (MSRP): The Manufacturer's recommended retail selling price, list price, published list price, or other usual and customary price that would be paid by the purchaser. The following are acceptable sources of current MSRPs and MSRP Lists for use in submission of the bid solicitation and the resulting contract:
    a. Manufacturer's Computer Printouts
    b. Chrome Systems, Inc.'s PC Carbook Plus and PC Carbook Fleet Edition
    c. Manufacturer's Annual U.S. Price Book
    d. Manufacturer's official website

M. Non-Scheduled Option: Any optional new or unused component, feature or configuration that is not included or listed in the FSA Base Specifications or options provided by the Vendor.

N. Production Cutoff: A date used by manufacturers to notify vendors and dealers that the manufacturer has reached maximum capacity for orders or are discontinuing the production of an item. Vehicle manufacturers use this term when referring to any given model year for production.

O. Published List Price: A standard "quantity of one" price currently available to government and educational purchasers, excluding cooperative or volume discounts.

P. Purchase Order: An official request for order from a purchaser to an awarded Vendor for an item that has been awarded on this contract. Purchase Orders placed using this contract formalize the terms and conditions of this contract under which a Vendor furnishes items to a purchaser.

Q. Purchaser: A purchaser is an entity that seeks to obtain items awarded on this contract by meeting the eligible user criteria.

R. Qualifications Packet: This document contains the required forms, attestations, authorizations, and organizational information needed by Bidders to submit a successful and complete bid.

S. Terms & Conditions: This document, which serves as the governing Invitation to Bid and contract for the identified FSA CPP Invitation to Bid and resulting contract(s). Standard regulations, processes, procedures, and compliance requirements are identified herein. Bidders complete a Qualifications Packet during the

bid process indicating they agree to comply with the Terms & Conditions, and that this will serve as a contract for both parties, should the Bidder(s) receive award.

T. Third Party Supplier: Businesses external to a Bidder or Vendor that provide products and services which contribute to the overall finished item in this contract. Third Party Suppliers are contractors under the direction and responsibility of the Bidder or Vendor.

U. Vendor: The Bidder(s) that receive award, who agree to provide the contract items that meet the requirements and FSA Base Specifications of the contract. The Vendor must agree to the Terms & Conditions, which will serve as the governing contract. If the Vendor is not the manufacturer, the Vendor must be authorized by the manufacturer to market, sell, provide, and service all awarded items.

V. Vendor Installed: A product or service provided by the Vendor or other third party; not the factory.

1.09 ELIGIBLE PURCHASERS OF CONTRACT

Awarded bid contract pricing will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida. This includes, but is not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, other special districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida. Eligible purchaser also includes all Eligible Users as defined in F.A.C. 60A-1.001(2).

All purchasers are bound by applicable Federal and State law, local ordinances, rules and regulations for purchases made under this contract. Participating agencies cannot guarantee any order other than those ordered by the individual agency.

In addition, awarded bids can be extended and guaranteed to other entities, which can include out-of-state sales, in accordance with Vendors' individual manufacturers' agreements. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturers' agreements and must agree to the Terms & Conditions.

1.10 LEGAL REQUIREMENTS

Federal, State, and local laws, ordinances, rules and regulations, including any applicable motor vehicle dealer laws, that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder of applicable legal requirements will in no way be a cause for relief from responsibility.

Bidders have the option to certify that they are willing to accept purchase orders funded in whole or in part with federal funds. By opting in, Bidders certify that they are willing to comply with the requirements outlined in Appendix D upon receipt of a federally funded purchase order. This is not a requirement of the Invitation to Bid or contract. Bidders are not required to opt-in; however, they are required to indicate whether they will opt-in or opt-out of receiving federally funded purchase orders. FSA CPP has taken actions to provide and develop information, materials, and resources for Bidders, Vendors and purchasers that will assist in the use of federal funding with this contract. It is the responsibility of the purchaser to determine compliance for each Vendor, if they wish to use federal funds for purchase or intend to request reimbursements using federal funds.

1.11 PATENTS & ROYALTIES

The Bidder/Vendor, without exception, shall indemnify and hold harmless the Florida Sheriffs Association (FSA) and its employees from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the FSA or a purchaser.

If the Bidder/Vendor uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs in any way arising, directly or indirectly, from the use of such design, device, or materials in any way involved in the work.

1.12 FEDERAL AND STATE STANDARDS

It is the intent of FSA CPP that all specifications herein are in full and complete compliance with all Federal and State of Florida laws, requirements, and regulations applicable to the type and class of commodities and contractual services being provided.

In addition, any applicable Federal or State legal or regulatory requirements that become effective during the term of the Terms & Conditions, regarding the items and services specifications, safety, and environmental requirements shall immediately become a part of the Terms & Conditions. The Vendor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Vendor shall contact the FSA CPP immediately.

1.13 UNDERWRITERS' LABORATORIES

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be Underwriters' Laboratories, or U.L., listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.14 AMERICANS WITH DISABILITIES ACT

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, or any accommodation to review any document or participate in any FSA sponsored proceeding, please contact FSA Human Resources at (850) 877-2165 five business days in advance to initiate your request. TTY users may also call the Florida Relay Service at 711.

1.15 REASONABLE ACCOMMODATION

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation because of a disability at the bid opening must contact the FSA Human Resources at (850) 877-2165.

1.16 DISADVANTAGED BUSINESSES

As part of the solicitation process FSA CPP makes information publicly available to potentially qualified entities, and conducts additional outreach to qualified:

- Small businesses,
- Minority-owned small businesses,
- Women-owned small business enterprises, and

- Disadvantaged business enterprises.

FSA CPP takes necessary affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used, when possible, as recommended by 2 C.F.R. § 200.321. FSA CPP will:

- Evaluate whether small, minority, and women's businesses are potential sources,
- Place those qualified small and minority businesses and women's business enterprises on solicitation lists, and
- Search the Small Business Administration, Minority Business Development Agency, and Labor Surplus Area reports for additional potential sources.

Bidders self-certify in the Qualifications Packet whether they meet the state and federal definitions of a small business, minority-owned small business, women-owned small business enterprise, and disadvantaged business.

1.17 ANTI-DISCRIMINATION

The Bidder certifies that they are in compliance as applicable by federal or state law with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

1.18 BEST COMMERCIAL PRACTICES

The apparent silence or omission of any description from the specifications shall be regarded as meaning that only the best commercial practices, size, and design are to be used. All workmanship is to be first quality. All interpretations of FSA Base Specifications shall be upon the basis of this statement.

1.19 PUBLIC ENTITY CRIMES (PEC)

In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list, maintained by the State of Florida Department of Management Services following a conviction for public entity crimes, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a vendor, supplier, sub-vendor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.20 TAX EXEMPTION

Purchasers making a purchase pursuant to the awarded bid are generally exempt from Federal Excise and State Sales Tax. It is the responsibility of the Vendor to verify that the purchaser is exempt by obtaining the purchaser's Federal Excise and State Taxes and Use Certificate Number.

The Florida Sheriffs Association is a 501(c)3 organization and is exempt from all Federal Excise and State Taxes. The FSA State Sales Tax and Use Certificate Number is 85-8012646919C-3.

1.21 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT

In the event of conflict, the conflict may be resolved in the following order of priority (highest to lowest):

- Addenda to Contract Terms & Conditions, if issued
- Contract Conditions
- General Conditions
- Addenda to FSA Base Specifications, if issued
- FSA Base Specifications
- Bidder Instructions

1.22 COMMUNICATIONS

Communications between a Bidder, lobbyist or consultant and FSA are limited to matters of process or procedure and shall be made in writing to the FSA CPP Staff.

Bidders should not rely on representations, statements, or explanations other than those made in this Invitation to Bid or in any written addendum to this Invitation to Bid, and no oral representations, statements, or explanations shall be deemed to bind the FSA or eligible users.

1.23 CLARIFICATION AND ADDENDA

Any questions or clarifications concerning the Invitation to Bid shall be submitted to FSA CPP by e-mail to CPP@flsheriffs.org with the bid title and number referenced on all correspondence. Final questions must be received by the date for Request for Clarification stated on the Bid Calendar. Questions and answers will be posted to the FSA CPP website on the date indicated on the Bid Calendar. Questions received during the cone of silence date listed on the bid calendar will not be addressed, except as provided herein.

Interpretation of the specifications or any solicitation documents will **not** be made to the Bidder verbally, and if any verbal clarifications are provided, they are without legal effect. FSA CPP will make every attempt to e-mail updates to registered Bidders. However, posting to the FSA CPP website or the Bid System constitutes proper notice of addenda.

The FSA CPP shall issue a Formal Addendum if substantial changes that impact the submission of bids are required. Any such addenda shall be binding on the Bidder and shall become a part of the solicitation document. In the event of conflict with the original specifications, addenda shall govern to the extent specified. Subsequent Formal Addenda shall govern over prior Formal Addenda only to the extent specified. The FSA will not be responsible for any explanation or interpretation made verbally or in writing except those made through the posting of a Formal Addendum.

The bid submission constitutes acknowledgment of addenda to the FSA Base Specifications. Bids that fail to account for the specification addenda shall be determined to be nonresponsive; however, the FSA CPP may waive this requirement when in its best interest.

After the start of the contract term, FSA CPP will notify all Vendors of any addenda and will require acknowledgement of the new terms and conditions. If the Vendor does not agree to the new terms and conditions, the Vendor's award can be removed or replaced by another Vendor or qualified responsive bidder.

1.24 SIGNED BID CONSIDERED AN OFFER

The signed bid shall be considered an offer on the part of the Bidder, which offer shall be deemed accepted upon approval by the FSA CPP. The bid submission must be signed by an authorized representative. Submission of a bid

in the FSA CPP Bid System constitutes a signed bid for purposes of bid evaluation. An electronic signature may be used and shall have the same force and effect as a written signature.

1.25 ASSIGNMENT OF CONTRACT

No right or interest in this contract may be assigned, transferred, conveyed, sublet or otherwise disposed of, without prior written consent of the FSA CPP.

If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor-in-interest must perform all obligations under this contract. FSA CPP reserves the right to reject the acquiring entity as Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

In the event a manufacturer reassigns the product line to an alternate company, the Vendor is required to notify the FSA CPP in writing of the change within 10 business days of the reassignment. If the Vendor is not already an approved FSA CPP Vendor, the alternate company is required to submit a Qualifications Packet to the FSA CPP to become an approved Vendor ***prior to*** conducting any qualified sales. FSA CPP may approve such assignments of existing or new vendors at its discretion. The Vendor is required to honor the contract pricing and all of the applicable Terms & Conditions throughout the remaining term of the contract.

1.26 TERMINATION OF PRODUCT LINE

If a Vendor terminates a product line (manufacturer or brand), the Vendor is required to notify the FSA CPP within 10 business days of the decision not to retain the product line. FSA CPP may remove the terminated products from the contract.

1.27 DEMONSTRATION OF COMPETENCY

Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated.

The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the FSA CPP.

The FSA CPP may consider any evidence available and may require submission of supporting documentation regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance with the FSA CPP, in making the award.

FSA CPP may inspect the Bidder's facility prior to the award of contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods or services described in this Invitation to Bid.

Information submitted in the bid may not be plagiarized and, except in the case of materials quoted from this solicitation or developed by the manufacturer, must be the original work of the individual or company that submits the bid for evaluation.

1.28 VENDOR ABILITY TO PERFORM

The FSA CPP may require Bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the FSA CPP may also require information from the source of supply regarding the quality, packaging and characteristics of the products. Any conflicts between this material information provided by the source of supply and the information contained in the bid submission may render the bid nonresponsive.

During the contract period, FSA CPP may review the Vendor's record of performance and may require submission of supporting documentation to ensure that the Vendor is providing sufficient financial support, equipment and organization.

If the FSA CPP determines that the Vendor no longer possesses the financial support, equipment and organization in order to comply with this section, FSA has the authority to immediately terminate the contract.

By responding to this Invitation to Bid, the Vendor warrants that, to the best of his or her knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Vendor's ability to satisfy the obligations of a resulting contract. The Vendor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to Section 287.133 of the Florida Statues, or on any similar list maintained by any other state or the federal government. The Vendor shall immediately notify the FSA CPP and purchaser in writing if its ability to perform is compromised in any manner during the term of the contract.

1.29 FINANCIAL RESPONSIBILITY

Bidder affirms by the submission of the bid and by signature on the contract signature form that the Bidder:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this bid and has adequate facilities and personnel to fulfill such requirements.
- Accepts the financial responsibility associated with this bid and declares that they have the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award.
- Has assessed the financial responsibility required to serve the contract as bid, including such details as the obligations to perform all items bid, zones bid, and quantities that could be ordered, as well as timing of payment from purchasers, which can be 45 calendar days from receipt of invoice.

1.30 QUALITY AND SAFETY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest-grade workmanship that meet or exceed federal safety standards.

Items requiring certification should require certification of options in cases where non-certified options could result in the decertification of the original product or warranty. In all cases where options are not certified, the Vendor must disclose to the end user that the non-certified options are not required to be certified. All options must meet or exceed federal safety standards.

1.31 NONCONFORMANCE

Items may be tested for conformance with specifications. Items delivered that do not conform to specifications may be rejected and returned at the Vendor's expense.

Any violation of these stipulations may also result in:

- Vendor's name being removed from the awarded vendor list.
- FSA and purchasers being advised not to do business with Vendor.

1.32 GRATUITIES

Bidders shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the FSA, for the purpose of influencing consideration of this bid. Bidders shall disclose in writing any conflicts of interest to FSA prior to any award, or as soon as practicable after learning of any such conflict, including any contractual or employment relationships with FSA or potential purchasers of Bidders' products or services.

1.33 TIE BIDS

FSA CPP has the right to award multiple Bidders the primary or alternate award in the event of a tie. In the event the FSA CPP desires to break tie bids, and businesses have qualifying drug-free work programs, the award will be made using the following criteria, in order:

- Bidder within the State of Florida
- Vendors' performance record with purchasers
- Coin Toss

1.34 RIGHT TO AUDIT

Vendor shall establish and maintain a reasonable accounting system that enables FSA CPP to readily identify Vendor's sales. FSA CPP and its authorized representatives shall have the right to audit and to make copies of all related records pertaining to this contract, including all government sales and eligible user information, whether kept by or under the control of the Vendor, including, but not limited to those kept by its employees, agents, assignees, successors, sub-vendors, or third-party suppliers in whatever form they may be kept – written or electronic. Such records shall include, but not be limited to:

- Accounting records, including but not limited to purchase orders, confirmation of orders or invoices, paid vouchers, cancelled checks, deposit slips, ledgers, and bank statements;
- Written policies and procedures;
- Subcontract files (including proposals of successful and unsuccessful Bidders, bid recaps, etc.);
- Original estimates, quotes, or work sheets;
- Contract amendments and change order files;
- Insurance documents; or
- Memoranda or correspondence.

Vendor shall maintain such records during the term of this contract and for a period of three (3) years after the completion of this contract. At the Vendor's expense and upon written notice from FSA CPP, the Vendor shall provide such records for inspection and audit by FSA CPP or its authorized representatives. Such records shall be made available to FSA CPP during normal business hours within three business days of receipt of the written notice. FSA CPP may select the Vendor's place of business or offsite location for the audit. The FSA CPP may also request the Vendor provide requested records via e-mail.

Vendor shall ensure FSA has these rights with Vendor's employees, agents, assignees, successors, and third-party suppliers, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Vendor and any sub-vendors to the extent that those subcontracts or agreements relate to fulfillment of the Vendor's obligations to FSA.

Professional fees, personnel costs and travel costs incurred by FSA under its authority to audit and not addressed elsewhere will be the responsibility of the FSA. However, if the audit identifies underreporting, overpricing or overcharges (of any nature) by the Vendor to FSA or a purchaser in excess of three percent (3%) of the total contract billings, the Vendor shall reimburse FSA for the total costs of the audit not to exceed $5,000. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, FSA may recoup all the costs of the audit work from the Vendor.

Any adjustments or payments that must be made as a result of any such audit or inspection of the Vendor's invoices or records shall be made within a reasonable amount of time (not to exceed 60 calendar days) from presentation of FSA's findings to Vendor.

FSA has the right to assess damages or seek reimbursements or refunds based on audit results.

1.35 LICENSES AND PERMITS

The Bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and any resulting contract. Where Vendors are required to enter or go onto FSA or purchaser property to deliver materials or perform work or services as a result of a bid award, the Vendor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance.

The Bidder must, by the time of award, be registered to do business in the State of Florida on SunBiz.gov.

1.36 PERFORMANCE BONDS

Purchasers may request a performance bond from a Vendor. Performance bonds are recommended with pre-payment and will be at the expense of the requesting agency. Purchasers should determine the best practice in comparing performance bond expense against any prior discounts that may be available.

1.37 ELIMINATION FROM CONSIDERATION

This Invitation to Bid shall not be awarded to any person or Bidder who has outstanding debts to the FSA, whether in relation to current or previous bid awards or for other business purposes.

1.38 INDEPENDENT PREPARATION

A Bidder shall not, directly or indirectly, collude, consult, communicate or agree with any other Bidder as to any matter related to the bid each is submitting. Additionally, a Bidder shall not induce any other Bidder to modify, withdraw, submit, or not submit a bid.

Bidders or Vendors who are found to have engaged in these acts will be considered nonresponsive and will be suspended or barred from bid participation. Any contract award resulting from these acts may be terminated for

default. Further, any such acts detected by the FSA may be reported to relevant law enforcement and/or prosecutorial agencies.

Bidders may submit multiple bids without violating this provision if the bid submitted is not from the same manufacturer and product line. Dealers that share the same ownership may submit multiple bids without violating this provision if the Bidders are not in the same region featuring the same manufacturer and product line.

1.39 DEFAULT

In case of default on the part of Vendor, the FSA CPP may take necessary steps to otherwise procure the products sought, including but not limited to procuring the products or services from the next highest ranked Bidder or from other sources. A defaulting Vendor may be held liable for costs incurred by the FSA in procuring replacement products.

1.40 PROTESTS AND ARBITRATION

Any person who is adversely affected by the decision or intended decision to award shall file a "Notice of Protest" in writing to the FSA CPP within three (3) business days after the posting of the Intent to Award and shall file a formal written protest within five (5) business days after filing the Notice of Protest. Failure to file both a notice of protest and a formal written protest within the above referenced timelines shall constitute a waiver of proceedings.

The burden is on the party protesting the award of the bid to establish grounds for invalidating the award(s). The formal written protest must state with particularity the facts and law upon which the protest is based. Options are for informational purposes only and will not serve as a basis for protest. Failure to do so will result in a denial of protest. Formal written protest which states with particularity the facts and law upon which the protest is based will be reviewed by FSA legal counsel for legal soundness and validity, and corrective action will be taken as needed contingent upon the validity of such claims. However, any additional time required and cost incurred by the FSA to substantiate a protesting party's claim(s) beyond the normal scope of its legal review due to the vague or inconclusive nature of the protesting party's filing will be reimbursable to the FSA and deducted from the protesting party's bond or security which must accompany their filing.

Any Bidder who files an action protesting a decision or intended decision pertaining to this contract shall post a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the item being protested. The bond, cashier's check or money order must be filed at the time of filing the formal written protest or within the five (5) business day period allowed for filing the formal written protest. FSA CPP will provide the amount required within two (2) business days of the notice of protest received. This bond or security will be conditioned upon the payment of all costs which may be adjudged against the protesting party in a court of law and/or to reimburse the FSA for additional legal expenses incurred and required to substantiate the protesting party's claim(s). Failure to post the bond or security requirement within the time allowed for filing will result in a denial of protest. The filing of the protest shall not stay the implementation of the bid award by the Florida Sheriffs Association.

Should the unsuccessful Bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA CPP within three (3) business days of the FSA bid protest decision regarding their intent to request arbitration. A demand for arbitration with the American Arbitration Association's (AAA) commercial panel under its rules and regulations must be made within ten (10) business days of the FSA bid protest decision. Any person who files for an arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the

amount equal to ten percent of the product line being protested. This amount will be the same amount as the FSA CPP provided at the time of filing the initial protest. Failure to provide written notice to FSA CPP, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings. By responding to this procurement, the Bidder expressly agrees to the use of mandatory binding arbitration to resolve any appeals of the decision of the FSA, and any claims arising from or in any way relating to the procurement process, and expressly waives any and all rights that it may otherwise have to pursue such claims in any other forum, judicial or otherwise.

If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorney fees of the prevailing party incurred in connection with the arbitration. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA and each shall bear the cost of their own attorney fees. The filing for arbitration shall not stay the implementation of the bid award by the Florida Sheriffs Association.

1.41 NONPERFORMANCE

By virtue of the bid submission, Bidder acknowledges its obligation to sell items in all zones for which it is awarded. Upon award, failure of the Vendor to comply with these requirements may result in the imposition of liquidated damages of up to $1,000 per item, which amount the Vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA CPP's discretion.

The Vendor shall at all times during the contract term remain responsive and responsible. In determining Vendor's responsibility, the FSA CPP shall consider all information or evidence that demonstrates the Vendor's ability or willingness to fully satisfy the requirements of the Terms & Conditions.

Vendors that are not in compliance with any of the provisions of this contract can be assessed liquidated damages, suspended or terminated from the contract. The FSA CPP at its sole discretion may remove a noncompliant Vendor from future competitive bid solicitations; or take other actions including suspension from the contract until compliance issues are resolved, limit current or future vendor participation by items or zones, or other actions as determined by FSA CPP at its sole discretion.

At FSA CPP's discretion, Vendors may be required to develop corrective action plans to address contract compliance. Failure to abide by corrective action plans will result in termination from the existing contract and future competitive bid solicitations at the discretion of the FSA CPP.

In situations where there is evidence that the Vendor has engaged in egregious breaches of the contract with respect to either the FSA CPP and/or the purchaser, the contract can be terminated and the Vendor will be removed from future solicitations for a period of up to three (3) years, or a permanent ban from the bid process at the sole discretion of FSA CPP.

Specific conditions for termination include, but are not limited to; failure to perform, refusal to accept orders during the contract period while manufacturer orders are still being accepted for current model year or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory or Vendor installed items and packages, requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order, providing aftermarket options where factory options are available without the consent of the purchaser, any misrepresentation of optional equipment or service as being factory that fails to meet the definition as described in this document, and any other practice deemed to be inconsistent with the intent of the contract.

Any Vendor presented with a valid Purchase Order consistent with Vendor bid quotes or other agreed upon terms and pricing is required by this contract to accept such purchase order and deliver the product. Purchase Orders must be fulfilled whether or not the Purchase Order includes options. The Vendor must deliver this product in accordance with the Terms & Conditions – regardless of whether doing so will provide the Vendor with a profit or loss.

Failure to deliver the item may result in the purchaser seeking damages for the difference of cost to issue a new Purchase Order with another Vendor plus any legal fees and damages that may be incurred in the process to facilitate a completed order. Additionally, FSA CPP may seek damages for nonpayment of administrative fees, to which FSA CPP is entitled, according to Section 3.25, and any attorney's fees incurred in the recovery of these damages.

1.42 SEVERABILITY

In the event any provision of this contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the contract, which shall remain in full force and effect and enforceable in accordance with its terms.

1.43 TERMINATION FOR CAUSE

If through any cause within the reasonable control of the Vendor, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this contract, the FSA CPP shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the Vendor and unless the deficiencies are corrected within ten (10) business days, the contract may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the FSA CPP, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

In the event of a termination for cause, the purchaser shall compensate the successful Bidder in accordance with the contract for all services performed by the successful Bidder prior to termination, net of any costs incurred by the purchaser and FSA as a consequence of the default.

Notwithstanding the above, the Vendor shall not be relieved of liability to the FSA for damages sustained by the FSA by virtue of any breach of the contract by the Vendor, and the FSA CPP may reasonably withhold payments to the Vendor for the purposes of offset until such time as the exact amount of damages due the FSA from the Vendor is determined.

1.44 TERMINATION WITHOUT CAUSE

The FSA CPP can terminate the contract in whole or part without cause by giving written notice to the Vendor of such termination, which shall become effective thirty (30) calendar days following receipt by Vendor of such notice.

In the event of ~~a~~ termination without cause, all finished or unfinished documents and other materials shall be properly delivered to the FSA CPP.

The Vendor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The Vendor shall not be entitled to recover any lost profits that the Vendor expected to earn on the balance of the contract or cancellation charges.

Any payments to the Vendor shall be only to the total extent of the purchaser liability for goods or services delivered prior to the date of notice to terminate the contract.

1.45 CONTRACT ADVERTISEMENT AND USE OF FSA LOGO

The FSA logo is an official logo of the Florida Sheriffs Association designed to promote the program. The logo may be used by Vendors in accordance with this policy. Use of the logo is limited to the original version received from the FSA. Modifications are not permitted.

Methods of use include, but are not limited to:

- Electronic mediums such as websites, digital marketing campaigns, social media and e-mail; or
- Print media such as forms, marketing campaigns, business cards, posters, banners, brochures, flyers and postcards.

Vendors may request use of the logo by contacting cpp@flsheriffs.org, and should include a brief description of how the Vendor intends to use the logo. The official FSA sheriff's star and wreath logo may not be used without prior written permission.

2.0 BIDDER INSTRUCTIONS

2.01 QUALIFICATION

Bidders are required to complete the Qualifications Packet as part of the bid submission. A Bidder becomes a qualified bidder if they comply with this section and Section 2.09, Mandatory Pre-Bid Meeting.

Qualifications Packet information required for bid qualification include:

- Qualification form
  - Contact Information
  - Business Profile
  - References
  - Disqualifications & Defaults
  - Warranty Service Plan Attestation
  - Emergency Technician Attestation
- Compliance Attestations
  - E-Verify
  - Sunbiz
  - Drug-Free Workplace
  - Workers Compensation
  - Compliance with Applicable Federal, State, and Local Laws and Ordinances
- Federal Compliance
- If willing to comply with the requirements applicable to federally funded purchase orders, Federal Compliance Certifications:
  - Certification Regarding Debarment and Suspension
  - Certification Regarding Lobbying
- Contract Signature Form
- Insurance Checklist
  - Certificates of Insurance due five days prior to award
- W-9 Form

The Qualifications Packet is located on the Bid System.

2.02 LICENSING AND FACILITIES

Bidders are required to obtain all required licenses, including any applicable motor vehicle dealer licenses, and registrations, and comply with all applicable Federal, State, and local laws and ordinances, including any applicable motor vehicle dealer laws, in order to bid on any motor vehicle.

Bidders must maintain a repair facility within the State of Florida to provide warranty service for the items bid. If Bidders do not have a facility, the Bidder must be able to assist purchasers in obtaining warranty work as authorized by the manufacturer.

If a Bidder does not maintain a facility within the State of Florida, the Bidder must have a plan as to how the Bidder would service Florida purchasers if awarded the contract. This warranty service plan must demonstrate that the warranty work will be timely and satisfactorily performed and should include:

- Whether the warranty service provider is approved by the manufacturer;

- If the Bidder plans to contract out for service, a copy of the service agreement; and
- Zone specific service plans to include:
    - Response time to initial call from purchaser,
    - Number of personnel available to service the contract,
    - Qualifications of personnel providing warranty work, and
    - Any additional information that would detail how warranty service would be provided.

The sufficiency of the Warranty Service Plan may be evaluated by the FSA CPP. The FSA CPP reserves the right to request additional information from a Bidder regarding the facility during the solicitation and the term of the contract, if awarded. The FSA CPP may also exercise discretion in examining such facility as deemed necessary.

2.03 INSURANCE AND INDEMNIFICATION

Bidder/Vendor shall be fully liable for the actions of its agents, employees, partners, or third party suppliers and shall fully indemnify, defend, and hold harmless the Florida Sheriffs Association, the participating agencies, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Bidder/Vendor, its agents, employees, partners, or third party suppliers; provided, however, that the Bidder/Vendor shall not indemnify for that portion of any loss or damages resulting directly from the negligent acts or omissions of the Florida Sheriffs Association and participating agencies or proximately caused by intentional wrongful acts or omissions of the Florida Sheriffs Association and participating agencies.

The Florida Sheriffs Association and/or participating agencies shall give the Bidder/Vendor (2) the opportunity to take over and settle or defend any such action at Bidder's/Vendor's sole expense. When reasonable, the Florida Sheriffs Association will give the Bidder/Vendor written notice of an action or threatened action. Bidder/Vendor shall not be liable for any unreasonable cost, expense or compromise incurred by the Florida Sheriffs Association, or participating agencies, in any legal action without Bidder's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

The Insurance Checklist summarizes the Bidder's/Vendor's insurance coverage obligations, if awarded. Certificates of Insurance, evidencing such coverages and endorsements as required herein, shall be provided no later than five (5) business days prior to the contract award date. The Vendor may not begin performance under the contract until such Certificates have been approved by the FSA CPP.

The certificate must state Bid Number and Title. FSA must be named as an additional insured for the duration of the contract.

The Vendor shall maintain comprehensive general liability insurance and general aggregate insurance in the amount and coverage levels specified on the Insurance Checklist.

The Vendor shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the Vendor is acting as an independent contractor. The Vendor shall be responsible for the work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular contract. The Vendor at all times during the full duration of work under this contract, including extra work in connection with this contract, shall meet the requirements of this section.

The Vendor shall maintain automobile liability insurance including property damage covering all owned, non-owned, hired and scheduled automobiles, when used in connection with the delivery or service of this contract.

The Vendor shall maintain insurance to cover garage operations in the amount specified on the Insurance Checklist when the garage is used to complete work on this contract.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of B+ or better per the AM Best Rating.

FSA CPP required insurance coverages must be maintained through the duration of the contract. Upon expiration of the required insurance, the Vendor must email updated certificates of insurance for as long a period as any work is still in progress. No change or cancellation in insurance shall be made without thirty (30) calendar days' written notice to the FSA CPP.

It is understood and agreed that all policies of insurance provided by the Vendor are primary coverage to any insurance or self-insurance the FSA possesses that may apply to a loss resulting from the work performed in this contract. All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

> *The Vendor hereby agrees to indemnify and hold harmless the FSA, a 501(c)3, its officers, agents, and employees from all claims for bodily injuries to the public and for all damages to the property per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the Vendor, his agents, servants, or employees, or through the mere existence of the project under contract.*

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the FSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The Vendor will notify the insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The Vendor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the FSA under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The Vendor will secure and maintain policies of third-party suppliers. All policies shall be made available to the FSA upon demand. Compliance by the Vendor and all third-party suppliers with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the Vendor and all third-party suppliers of their liabilities and obligations under any section or provisions of this contract. Vendor shall be as fully responsible to the FSA for the acts and omissions of the third-party suppliers and of persons employed by them as they are for acts and omissions of persons directly employed by the Vendor.

The FSA can request, and the Vendor shall furnish proof of insurance within seven (7) calendar days of receipt of the written request from FSA. Should the Vendor fail to provide acceptable evidence of current insurance during the contract term, the FSA CPP shall have the right to consider the contract breached and justifying the termination thereof. If Bidder does not meet the insurance requirements, the FSA may consider alternate insurance coverage.

2.04 SPECIFICATIONS

All items covered by this Invitation to Bid and any resulting contract, and the specifications shall be the manufacturer's current basic production model, and shall, as a minimum, be equipped with all standard factory equipment in accordance with the manufacturer's latest literature unless otherwise noted in the Bid System or FSA Base Specifications.

The FSA Base Specifications are contained in the FSA CPP Bid System, may be requested from FSA CPP, and are retained within FSA CPP's archive. As part of the bid submission, Bidders will be required to provide confirmation that the item bid meets the FSA Base Specifications. FSA CPP may reject bids that fail to provide confirmation that the item(s) bid meet the FSA Base Specifications.

FSA CPP develops the specifications with subject matter experts and publicly available information. However, FSA CPP does not have access to full details from the manufacturer and relies on Bidders to assist in this process. Bidders should immediately notify the FSA CPP of any inaccuracies in the specifications. All notifications of inaccuracies must be in writing.

If awarded a contract, Vendor(s) must offer and supply an item that either meets or exceeds all the requirements included in the applicable FSA Base Specifications, unless a purchaser specifically issues a Purchase Order for a base item and Option that differs from the FSA Base Specifications. Failure of a Bidder to comply with these provisions will result in Bidders being held responsible for all costs required to bring the item into compliance with the contract specifications.

2.05 SEALED BIDS

For purposes of this solicitation, a sealed bid is considered a bid submitted using the FSA CPP Bid System.

2.06 MISTAKES

Bidders are expected to examine the FSA Base Specifications, delivery schedules, bid prices and all information pertaining to servicing this contract before submitting a bid. Failure to do so will be at the Bidder's risk.

2.07 EXCEPTIONS

Any requested exceptions, deviations, or contingencies a Bidder may have to the Terms & Conditions must be documented in Bidder's submission. Exceptions to the FSA Base Specifications at the time of the bid submission shall reference the item number, make and model. FSA CPP has the discretion to grant or deny, in whole or in part, the Bidder's requested exception, deviation or contingency to the specifications or Terms & Conditions. Bidder acknowledges that the bid may be disqualified if FSA CPP rejects the proposed exceptions.

2.08 EQUIVALENTS

Prior to the opening of the Bid System, Bidders may request item equivalents. The Bidder must submit the manufacturer name and model number (or product identifier) of each equivalent requested to FSA CPP. Complete, descriptive, technical literature should demonstrate that the equivalent conforms with FSA Base Specifications. If a bid uses equivalents without prior approval, the bid may be disqualified.

2.09 MANDATORY PRE-BID MEETING

Prospective Bidders are required to attend or participate in the **mandatory** Pre-Bid Meeting. The Pre-Bid Meeting is designed for vendors, the Fleet Advisory Committee and the FSA CPP to clarify questions on the Terms & Conditions and to confirm all FSA Base Specifications. Questions relating to the items, specifications, the bid process, or award can be asked at the Pre-Bid Meeting. Bidders have the opportunity to suggest technical modifications or corrections before the FSA Base Specifications are finalized.

FSA CPP reserves the right to grant attendance exceptions to the mandatory meeting if the Bidder has requested authorization, agrees in writing to meet all the Terms & Conditions without exception and further waives their right to protest the bid process in its entirety or any portion thereof.

2.10 PRICES QUOTED

Due to the changing market conditions, the FSA CPP has temporarily moved to a percent above cost, or "cost-plus", model for the Pursuit, Administrative and Other Vehicles Contract. The cost-plus model allows for Vendors to sell items immediately when order windows open for the next model year, when the manufacturer changes price during the contract term, or when new items come to market.

Bidders shall provide a Bid Price and a Percent for each item bid. The Bid Price will be used to evaluate the lowest, responsive and responsible Bidder for each item and zone. The Percent will be used under an awarded contract to determine the cost-plus pricing for the next model year, when the manufacturer changes price during the contract term, or when new items come to market. The FSA CPP will use the percent feature of the Bid System as the field to capture the percent above cost that the Vendor can expect to receive from the purchaser for the purchase of an awarded item.

The FSA CPP has the discretion to disqualify Bidders if the proposed Percent is excessive. In order to determine if Percent is excessive, FSA will compare the Percents proposed by Bidders for each item in each zone.

Prices and Percents bid for items and options should reflect the most complete item price, be below MSRP, and at a minimum should at least cover the cost of the item or option bid.

Prices and Percents bid must be at least Item Cost, be Free on Board (FOB) destination, and must include delivery to the purchaser.

As used in this provision, "Item Cost" is defined as the factory invoice price for the item, the Original Equipment Manufacturer (OEM) destination and delivery to dealer, and the FSA Administrative fee, minus the OEM government pricing concessions specific to this bid, all manufacturer incentives, discounts, rebates, concessions and holdbacks.

As used in this provision, "Total Cost" is defined as the Item Cost, plus costs of dealer's floorplan estimated operational expense, and costs of dealer for preparation, cleaning, assembling, gas, and delivery to zone.

As used in this provision, "Bid Price" is defined as the Total Cost and profit.

As used in this provision, "Percent" is defined as the markup over Item Cost.

Bid Prices will be used as the initial published pricing for awarded items. As windows open for the next model year, the manufacturer changes price during the contract term, or as new items come to market, FSA CPP will work with Vendors to update the published pricing for such items based on the awarded Percent, within a reasonable period of time. Vendors may accept Purchase Orders for such items in accordance with these Terms & Conditions before submitting updated published pricing to FSA CPP.

2.11 COST-PLUS-PERCENT PRICING

Due to the changing market conditions, the FSA CPP has temporarily moved to a percent above cost, or "cost-plus", model for the Pursuit, Administrative and Other Vehicles Contract. The cost-plus model allows for Vendors to sell items immediately when order windows open for the next model year, when the manufacturer changes price during the contract term, or when new items come to market.

The Bid System provides each Vendors' percent above cost at which the Vendor will sell such items. The Percent provided in the Bid System does not provide a percent discount for items bid.

If a Vendor fulfills a Purchase Order at other than published pricing, at purchasers' request, the Vendor must provide documentation substantiating the Item Cost, as defined in Section 2.10.

2.12 OPTION PRICING

FSA CPP requests Bidders include most frequently purchased options in the Bid System. Option pricing must include the administrative fee. Bidders must provide a price for each option in addition to a percent below MSRP for factory-installed options or a percent above cost for other options.

The FSA CPP has the discretion to disqualify Bidders if the option pricing is excessive. In order to determine if pricing is excessive, Bidders agree to provide documentation to FSA CPP to verify cost at any time during the solicitation process or during the contract term. This information is for comparison purposes and will not be published.

Options are intended to add or delete equipment or features from the FSA Base Specifications. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Options may only provide a downgrade to a manufacturer's model when specifically requested in a Purchase Order issued in accordance with the Terms & Conditions by a purchaser. Bidders shall NOT use options to create an item that is available as another item bid on this Invitation to Bid.

The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the FSA Base Specifications will be determined nonresponsive and the bid will be rejected in whole or part by the FSA CPP. Bidders must disclose which options require the purchase of other options or are dependent on another option in their bid submission. Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately.

Bidder must use proper manufacturer codes for factory options. Options available through the factory should be bid and supplied to purchaser as factory options, unless otherwise requested in writing by the purchaser. Factory package options are permitted under this contract. Factory package options included in the bid submission must detail what components the package includes.

When calculating the price for a manufacturer's option requested in this bid that is not listed as an option in the manufacturer's order guide (i.e., model or engine upgrade), the Bidder must calculate the option price as the net difference between vendor cost on the representative base vehicle and the total MSRP of the requested option modifying the vehicle. A Bidder may bid less than this price, but at no time charge more than the calculation provided here.

If a Bidder will offer registration and title services as a fee for service, government-imposed fees should be listed at the exact cost and shall not include the FSA administrative fee.

If the Bidder wishes to offer credit to the purchaser for an option that is standard on the FSA Base Specifications, the Bidder should include the word "Credit" at the beginning of the description field and continue to describe the option being credited. For example, "Credit: one key fob" and enter the price the Bidder will credit the purchaser.

For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet and option upload in the Bid System. Section 2.13 contains specific instructions and exceptions for Emergency Lights and Sirens.

2.13 EMERGENCY LIGHTS AND SIRENS

Under Florida Statute 316.003(1), authorized emergency vehicles are defined as:

> Vehicles of the fire department (fire patrol), police vehicles, and such ambulances and emergency vehicles of municipal departments, public service corporations operated by private corporations, the Fish and Wildlife Conservation Commission, the Department of Environmental Protection, the Department of Health, the Department of Transportation, and the Department of Corrections as are designated or authorized by their respective departments or the chief of police of an incorporated city or any sheriff of any of the various counties.

Bidders that will provide or contract to provide emergency light and siren installation must only use installers that possess a current Emergency Vehicle Technician Certification, or an approved equivalent. FSA CPP may request certificates for a Vendor's installers at any time during the contract term. Labor may be charged for the installation of emergency lights and sirens. Labor rates must be disclosed as part of the bid submission. Bidders may not charge for labor for vehicles that are manufactured with emergency lights and sirens, including motorcycles. Prices submitted for emergency lights and sirens shall include all applicable government-imposed fees.

Bidders that install emergency lights and sirens are required to provide and install products that are Society of Automotive Engineers (SAE) certified. SAE Certifications must include Class 1, Class 2 and Class 3 in order to be eligible for participation in the contract. If a lighting or siren product installed on an emergency vehicle is not SAE Certified, the Vendor can be found in default of the contract.

Bid Submission of Emergency Lights and Sirens

If offering emergency lights and sirens, Bidders will be asked to provide pricing by submitting a pricing sheet. An emergency vehicle light and siren option pricing template is offered in the Bid System. Bidders are encouraged, but

not required to use the template. If item or specification group is helpful to display light and siren options, Bidders may categorize the pricing sheet by item group.

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

- Order code
- Description
- Price (part only)
- Estimated labor hours
- Labor cost per hour

2.14 BID SUBMISSION

Bidders must submit a bid electronically using the Bid System. Bid submissions include a price for each item and option bid in accordance with Sections 2.10, 2.11, 2.12, 2.13, 2.14, and 2.15. Each Bidder must submit a Qualifications Packet for each bid. The bid must be received by the date and time specified on the Bid Calendar in Appendix B. Failure to meet all submission requirements by the date indicated on the Bid Calendar will result in rejection of the bid.

Bid System: VendorLink
The Bid System is located at https://www.myvendorlink.com. Bidders are encouraged to participate in training provided. Usernames and passwords will be issued to Bidders after registering in the Bid System. Contact VendorLink at support@evendorlink.com if technical issues arise during bid submission.

Prices are to be rounded to the nearest whole dollar. If a Bidder submits bid pricing using cents, the following formula will be applied to round the bid pricing to the nearest whole dollar: $.01-.49 will be rounded down to the dollar bid (e.g., $50.49 = $50) and $.50-.99 will be rounded to the next dollar (e.g., $50.50 =$51).

Bid Submission
To ensure correct bid submittal and formatting, Bidders shall:

  - Bid Price for each item bid by zone, as defined in Section 2.10
  - Percent for each item bid by zone, as defined in Section 2.11
- Upload files as instructed in the Bid System; files requested will be in Excel or .pdf.
- Follow all instructions outlined in this Invitation to Bid and provide all requested information.

The bid shall include the following documents:

- Executed Qualifications Packet.
- Build sheet for each item bid as a single .pdf
- Pricing Sheet for Emergency Vehicle Lights and Sirens, if applicable.
- Any requested exceptions or equivalents.

Option Upload
An option sheet should be submitted for each item bid. The Bid System will accept option information for each item through a .pdf file upload. Each option sheet should include a header to identify the FSA CPP contract title and number, the Bidder name, item number, make and model. Each option sheet should include:

- Option
- Description
- Manufacturer order code or identifying code
- Price

- Cost plus percent for all items not installed at the factory
- Percent below MSRP for factory installed options

FSA CPP may ask awarded Bidders to supply one hard copy set with digital signatures and original compliance forms, prior to the contract execution. Hard copy bids should not be submitted unless specifically requested by FSA CPP. FSA is not responsible for Bidder's improper use of the Bid System. Exceptions will be granted to this section should any Bid System malfunctions occur.

2.15 ZONE BIDDING

Bidders may bid in one or more geographic zones. Bidders must submit pricing for each zone they wish to be evaluated. The zone map is included in Appendix A. The geographic zones are in place to assist Bidders in estimating costs of delivery, which must be included in the price bid and quoted to the purchaser. For the Pursuit, Administrative and Other Vehicles Contract, the cost of delivery must be included in the Percent.

2.16 EXECUTION OF BID

By submitting a response to this Invitation to Bid, the Bidder agrees to the Terms & Conditions and to be bound by such Terms & Conditions if selected for award. The Bidder must submit the Contract Signature Form with the signature of an authorized representative no later than the bid submittal due date. All Terms & Conditions are applicable throughout the term of the awarded contract and are not specific to any given year, make or model.

2.17 MODIFICATION OR WITHDRAWALS OF BIDS

A Bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the due date and time of the bid submission listed in the Bid Calendar. Modifications received after the bid due date and time will not be considered.

Bids can be withdrawn in writing prior to the contract award. If a Bidder must withdraw the bid, the Bidder must contact FSA CPP immediately. Bid withdrawals are handled on a case-by-case basis and can result in a limitation of participation in future bids.

2.18 LATE BIDS

The responsibility for submitting a bid before the due date and time on the bid calendar is solely and strictly the responsibility of the Bidder. The FSA is not responsible for delays caused by technical problems, any internet outages or delays incurred by electronic delivery, or any other occurrence. Any reference to time will be based on Eastern Time.

2.19 BID OPENING

Bids shall be opened on the date and time specified on the Bid Calendar. The bid opening may occur at the Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, Florida, or may be offered online.

FSA CPP will provide a bid inspection period for Bidders following the bid opening. The date, time and duration will be announced prior to the bid opening.

2.20 DETERMINATION OF RESPONSIVENESS

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, the bid must conform in all material respects to the requirements stated in the Invitation to Bid. As set forth in Section 2.24, FSA CPP reserves the right to waive or allow a Bidder to correct minor irregularities.

2.21 RESPONSIBLE BIDDER CRITERIA

Bids will be evaluated to determine if qualifications and contract requirements are met. Responses that do not meet all requirements of this Invitation to Bid or fail to provide all required information, documents or materials may be rejected as nonresponsive. The FSA CPP will not request documentation or consider a Bidder's social, political or ideological interests in determining if the Bidder is a responsible bidder. FSA CPP will not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

Bidders whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the contract may be rejected as non-responsible. In determining a responsible Bidder, the following factors may be considered:

- Adequacy of facilities, staffing, and financial resources;
- Previous experience with FSA contract or other similar government contracts;
- Ability to provide excellent customer service, including on previous FSA contracts; and
- Any other information relevant to the responsibility of a Bidder of which FSA CPP is aware.

In addition to the requirements set forth by these Terms & Conditions, FSA CPP reserves the right to request staffing, performance and financial information from any Bidder during the evaluation process.

FSA CPP reserves the right to determine which responses meet the requirements, specifications, Terms & Conditions of the solicitation, and which Bidders are responsive and responsible.

FSA CPP further reserves the right to limit participation of Bidders who, in FSA CPP's sole discretion, are determined to present responsibility concerns that call into question the Bidder's ability to perform but that do not rise to the level of requiring rejection of the Bidder as non-responsible.

2.22 BASIS FOR AWARD

The FSA CPP shall make award to the qualified, responsive and responsible Bidder(s) who submitted the lowest Bid Price by item, manufacturer, and zone. Awards may also be made to subsequent lowest responsive and responsible Bidders by item, manufacturer, and zone, when determined to be in the best interest of the FSA and the purchaser(s). FSA CPP has the discretion to consider Percent and option pricing in making the award and to disqualify bidders for proposing excessive Percent(s) or option pricing.

Awards will not be given to any parties listed on the government wide exclusion in the System for Award Management.

FSA CPP reserves the right to accept or reject any and all bids, and to waive any minor irregularity, technicality or omission if it determines that doing so will serve the purchaser's best interest. FSA CPP reserves the right to make multiple awards for each item, if determined to be in the best interest of the FSA and the purchasers.

Awards will be posted on the FSA CPP website according to the date posted in the bid calendar.

2.23 BID TABULATIONS

The bid tabulation report will be posted on the FSA CPP website after the bid submission closes.

If there is a delay in posting the bid tabulation results, FSA CPP will post a notice of the delay and a revised date for posting of results.

2.24 MINOR IRREGULARITIES/RIGHT TO REJECT

The FSA CPP has the right to accept or reject any and all bids, or separate portions thereof, and to waive any minor irregularity, technicality or omission if the FSA CPP determines that doing so will serve its best interest or the best interest of the purchasers. A minor irregularity is a variation from the Terms & Conditions of this procurement that does not affect the price of the bid or give the Bidder a substantial advantage over other Bidders and thereby restrict or stifle competition and does not adversely impact the interests of the FSA or the purchasers. At its option, the FSA CPP may allow a Bidder to correct minor irregularities but is under no obligation to do so. In doing so, the FSA CPP may request a Bidder to provide clarifying information or additional materials to correct the irregularity. However, the FSA CPP will not request, and a Bidder may not provide the FSA CPP with additional materials that affect the price of the bid or give the Bidder an advantage or benefit not enjoyed by other Bidders.

The FSA CPP may also reject any bids not submitted in the manner specified in this document.

2.25 CONE OF SILENCE

This Invitation to Bid is subject to the Cone of Silence that begins the date the bid submission opens through the intent to award date as indicated in the Bid Calendar. During this period, all communications regarding this solicitation between FSA and Bidder will cease, except for procedural questions, questions regarding problems incurred in the use of the Bid System, or communications initiated by the FSA CPP. All permitted communications during this period shall be made in writing to the contact identified in Section 1.01 of this Invitation to Bid.

3.0 CONTRACT CONDITIONS

3.01 GENERAL REQUIREMENTS

Once the bid has been awarded, the terms and conditions of this document become the contract between the FSA CPP and the awarded Vendor. The Terms & Conditions apply to all items purchased from this contract.

3.02 STATEMENT OF AUTHORITY

Each person signing the contract warrants that they are duly authorized to do so and binds the respective party to the contract.

3.03 VENDOR CONTACT INFORMATION

The Vendor shall maintain current contact information with FSA CPP at all times for sales and submission of purchase orders, quarterly reports and administrative fee payments. If a change occurs during the contract, the Vendor must notify FSA CPP immediately.

3.04 ADDITIONS OR DELETIONS

FSA CPP reserves the right to add or delete any items from this bid or resulting contract when deemed to be in the best interest of FSA and purchasers, at its discretion. This decision to take action may be based upon and not limited to few or no sales, product recalls and other safety issues, Vendor or manufacturer performance, or the product's lack of relevance.

For items that come to market during the contract term, FSA CPP may authorize qualified and awarded Vendors to offer the new item under the existing contract terms and conditions, if the manufacturer authorizes a Vendor to sell the item. FSA CPP will request awarded Vendors submit pricing and will evaluate the responses prior to authorizing awarded Vendors to offer the new item.

3.05 CONTRACT EXTENSION

Contract Extension
The contract may be extended by mutual agreement for up to two (2) additional years, on a year-to-year basis. FSA CPP reserves the right to execute a contract extension or to allow the contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of FSA.

The Vendor may request price adjustments for contract extensions as provided for herein. If no request is received from the Vendor, the FSA CPP will assume that the Vendor has agreed that the optional term may be exercised without a price adjustment. Any adjustment request received after the execution of an extension may not be considered unless otherwise provided for in this contract.

Month-to-Month Continuation
In the event a new contract is not active at the time of this contract's expiration, this contract's terms and conditions shall extend on a month-to-month basis and shall not constitute an implied extension of the contract. Such a month-to-month continuation shall be upon the compensation and payment provided herein.

3.06 PRICE ADJUSTMENT

In addition to the cost-plus-percent pricing adjustments available, the Terms & Conditions provide the following methods of price adjustments:

- Annual Price Adjustments
- Changes to Manufacturer Production or Design
- Manufacturer Certified Adjustments
- Equitable Adjustments

Price adjustment requests must clearly substantiate a need to increase or decrease the price. Price adjustments will not be considered if Vendors are delinquent on administrative fee payments or have outstanding quarterly reports.

Annual Price Adjustment

The FSA CPP may consider annual price adjustments due to:

- Changes in the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS); or
- As a result of changes to national or state standards that require substantial price adjustments.

FSA CPP may consider other documentation related to the change to national or state standards but is not obligated to grant price changes without literature from the manufacturer. The FSA CPP will consider the request and will make a final determination on the change in price.

Changes to Manufacturer Production or Design

Significant changes by the manufacturer to the production of and specification design may initiate a price adjustment request. FSA CPP will consider order dates, production factors, model year, or other conditions, as well as the replacement or complete redesign of items. Vendors must provide documentation from the manufacturer.

Manufacturer Certified Adjustments

Vendors must provide documentation from the manufacturer to FSA CPP that shows the additional costs or price adjustments imposed by the manufacturer and substantiate the need for a related price adjustment for this contract.

Equitable Adjustments

The FSA CPP may make an equitable adjustment to the contract terms or pricing at its discretion.

3.07 CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this contract shall be the most current model offered.

3.08 PRODUCTION CUTOFF

Vendors shall notify the FSA CPP in writing no less than sixty (60) calendar days prior to the close of final order date by the manufacturer when the final order date is during the term of the contract. Purchase Orders received by the Vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with the manufacturer. Purchase Orders issued and received after the production cutoff date will be subject to availability. In this case, the Vendor and manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the contract term. If the manufacturer cutoff date is during the term of the contract and will affect the purchaser's ability to obtain the items, FSA CPP may consider substitutions from the same manufacturer.

3.09 FACILITIES

The FSA CPP reserves the right to inspect the Vendor's facilities at any time with prior notice.

3.10 PURSUIT RATED VEHICLES & MOTORCYCLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation. These evaluations are not designed to recommend a particular product, but to serve as a resource for vehicles which are currently being offered for law enforcement service. To see the full detailed report, click or copy the links below. At the time of the bid there were two nationally recognized authorities:

State of Michigan, Vehicle Test Team of the Michigan State Police (MSP) Precision Driving Unit

Los Angeles County Sheriff's Department Law Enforcement Vehicle Test and Evaluation Program Vehicles:

3.11 SPECIAL SERVICE VEHICLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on pursuit vehicle testing program/evaluation. These vehicles are labeled as Special Service Vehicle (SSV) and often used in public safety applications and other areas of government. Refer to manufacturers published information for detailed information regarding these vehicles.

3.12 CAB AND CHASSIS PURCHASES

Vendors performing upfitting of cab and chassis should be licensed and certified to perform such work. Vendors are responsible for tag and title work if the chassis is completed by the Vendor or the Vendor's contracted third-party supplier. The requirements of Florida Statute 319.21 related to the manufacturer statement of origin apply to cab and chassis purchases.

Cab and chassis may be purchased from the Vendor without any required additional upfitting by the Vendor. Vendors are not responsible for tag and title if an incomplete chassis is requested and sold to the purchaser.

3.13 FACTORY-INSTALLED OPTIONS

All options specified as factory-installed are to be installed on the item at the primary site of assembly and are to

be the manufacturer's standard assembly-line product. Aftermarket and vendor-installed equipment will not be accepted as factory-installed. Vendors found supplying aftermarket or vendor-installed equipment where factory-installed are specified shall be required to retrieve all delivered items and supply new items meeting the specifications.

All factory-ordered options are to be original equipment manufacturer (OEM) and installed at the primary site of assembly unless otherwise noted by the Vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

3.14 VENDOR-INSTALLED OPTIONS

All vendor-installed accessories, equipment, or options shall be installed according to the manufacturer's specifications. All vendor-installed options must be manufactured by an established manufacturer of the product provided. Vendors are required to disclose make and model of product being offered, the design and model must be approved by the purchaser prior to installation. Prior to any purchase, the Vendor must also disclose the warranty of any accessory, equipment or option that is less than or exceeds the factory or equipment warranty coverage. Any Vendor that violates this provision will be considered in default of the contract. FSA CPP may terminate the contract in accordance with these Terms & Conditions.

3.15 NON-SCHEDULED OPTIONS

A non-scheduled option is an option not listed on the FSA CPP published award. Vendors may provide non-scheduled options at less than MSRP or the Published List Price. Non-scheduled options should be identified and listed as a separate line item with the price and discount on the purchase order. Non-scheduled options are covered under these Terms and Conditions.

3.16 FORCE MAJEURE

A Vendor shall not be penalized for a delay resulting from the Vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the Vendor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the Vendor.

3.17 PURCHASE ORDERS

To initiate a purchase, a purchase order must be issued to the Vendor, which includes:

- FSA CPP contract title and number;
- FSA CPP item number;
- Make and model or item description; and
- Purchaser name, phone number and email address.

The Vendor's acceptance of a purchaser's order will indicate that the Vendor agrees to deliver an awarded item that will be fully compatible with all of its options. Production schedules and delivery dates should be discussed at the time the quote is provided to the purchaser, or if no quote is provided, when the purchase order is delivered to the Vendor. Vendor shall place the order with the manufacturer within ten (10) business days of receipt of the purchase order. The Vendor shall assure that all orders are placed in full compliance with the specifications and the

terms and conditions of the contract and the purchase order. Any changes that are required to bring an item into compliance with the various options due to an incorrect order will be accomplished at the Vendor's expense.

A Confirmation of Order form shall be completed by the Vendor and provided to the purchaser and FSA CPP fifteen (15) calendar days from receipt of purchase order without request by the purchaser. Any additional information needed to complete this form should be obtained by the Vendor from the purchaser.

While it is recommended that an agency purchase from the zone which is closest to their location, it is not mandatory to do so. If the purchaser determines that a Vendor in another zone can better serve their needs, the purchaser may order from a Vendor in another zone. Vendors that provide awarded items outside of an awarded zone may upon mutual agreement between the Vendor and the purchaser charge a delivery fee.

If a Vendor receives a purchase order for an item for which they were not awarded, the Vendor must notify the purchaser and return the purchase order to the purchaser within three (3) business days.

The Vendor must submit electronic copies of Purchase Orders within fifteen (15) calendar days of the Purchase Order issue date. Emails shall be sent to coop@flsheriffs.org. Purchase orders received by the Vendor after this deadline must be submitted to FSA CPP as soon as possible with the date received by the Vendor and cause for the delay. Purchase Orders should contain the following required information:

- Purchaser name,
- Purchase order number,
- Purchase order issue date,
- FSA CPP contract title and number,
- Item number,
- Item make and model, or item description,
- Item price,
- Options by item, and
- Estimated delivery date.

Purchase orders vary in format and information provided. If a purchase order does not include the required information, the Vendor must submit supplemental documentation to FSA CPP at the same time the purchase order is due. Such information may be in bid quotes, equipment proposals, confirmation of orders, or other documents. If a purchaser does not use purchase orders, written communication from the purchaser to the Vendor will be provided to FSA CPP.

3.18 REGISTRATION, TAG, AND TITLE

Title items shall be the responsibility of the Vendor. If the purchaser is a government agency, the purchaser has the right to choose to register and title the item. Costs of registration, tag and title shall not exceed the statutory rates. FSA administrative fee does not apply to the cost of registration, tag and title.

3.19 DELIVERY

Vendors are to inspect the item to confirm the item meets or exceeds the FSA Base Specifications, manufacturer specification, and purchase order. Deliveries not complying with these requirements may be rejected and will have to be redelivered at Vendor's expense.

Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays. Delivery schedules shall be agreed to by the purchaser and the Vendor. Vendor shall notify the purchaser no less than twenty-four (24) hours prior to delivery of the time and location, which shall reflect the mutually agreed upon delivery details. The Vendor shall be responsible for delivering items that are properly serviced, clean and in first class operating condition. Items shall be delivered with each of the following documents completed or included:

1. Copy of the Purchase Order.
2. Copy of the FSA Base Specifications.
3. Copy of manufacturer's Invoice, price sheet, build sheet or other documentation that verifies what components are included on the item being delivered
4. Copy of the pre-delivery service report
5. Registration warranty certification
6. Owner's manual
7. Registration, tag and title or an application for the registration, as applicable

All items with fuel tanks of thirty-five (35) gallons or less must contain no less than one quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. For items that have more than thirty-five (35) gallons, a minimum of one eighth (1/8) of a tank of fuel must be provided. All electric vehicles must be delivered with a minimum charge level of 10 percent. The purchaser has the option to reject a vehicle with more than 350 odometer miles or may deduct $0.51 cents per mile in excess of 350 miles from the invoice, unless distance above 350 miles was previously approved by the purchaser. Deliveries of less than 350 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with manufacturer's break-in requirements and all applicable traffic laws. Any delivery accomplished by driving a pursuit-rated vehicle must use an "OUT OF SERVICE" cover on light bars. Deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the purchaser, however, this requirement shall not apply to incomplete chassis.

Items with hour meters must be delivered with fewer than five (5) hours on the hour meter or may be rejected by the purchaser. The purchaser may choose to negotiate a lower purchase price when the item exceeds five (5) hours.

When items require service or adjustments upon delivery, the Vendor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized representative or other service provider to remedy the defect. Such service or adjustments shall be initiated by the Vendor within 48 hours after notification by a purchaser, not to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory, and the item is redelivered or repaired. The cost of any transportation required to address the defect shall be the responsibility of the Vendor until the items are satisfactory and accepted by the purchaser.

3.20 INSPECTION AND ACCEPTANCE

Final acceptance shall be given only after the purchaser inspects or confirms the item meets contract specifications. Delivery of an item to a purchaser does not constitute acceptance for the purpose of payment. Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the purchase order. Should the delivered items differ in any respect from the FSA Base Specifications, payment can be withheld until such time as the Vendor completes the necessary corrective action.

3.21 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the Vendor and purchaser placing orders using this contract. Vendors must invoice each purchaser independently. The Vendor shall be paid upon submission of invoices to the purchaser after satisfactory delivery and acceptance of the items. While the Local Government Prompt Payment Act applies to ensure timely payment of Vendor invoices, the FSA CPP encourages purchasers to make payment within thirty (30) days of acceptance of the item. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79 of Florida Statutes.

3.22 WARRANTY

All warranties shall begin at the time of delivery and final acceptance by the purchaser. The purchaser's warranty should not be active for incomplete items and items delivered to a third-party supplier before final delivery.

3.23 QUARTERLY REPORTS

Quarterly reports are the contractual responsibility of each Vendor. Quarterly reports must be completed and submitted electronically. All quarterly reports shall be sent to reports@flsheriffs.org. The quarterly report template shall be submitted using an Excel workbook provided by FSA CPP. Quarterly reports which do not adhere to the required format or are not complete of all purchase orders received and/or deliveries made during the quarter will be returned to the reporting Vendor for correction.

Quarterly reports are due no later than the 15th day of the month following the end of the quarter. Quarterly reports shall follow the schedule below for the duration of the contract. If a contract extension is executed, the quarterly reports will maintain the same schedule for future reporting periods.

Contract Year: October 1, 2024 – September 30, 2025

Year 1 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 1 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 1 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 1 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

Quarterly reports must be submitted even if there are no sales or no deliveries in a quarter. If a Vendor has no sales within a quarter, the Vendor shall indicate "No sales this quarter" on the top row of the sales worksheet. If the Vendor has no deliveries in a given quarter, the Vendor shall indicate "No deliveries this quarter" on the top row of the delivery worksheet.

FSA CPP reserves the right to modify the procedure for submitting quarterly reports during the term of the contract. Such a change shall not materially modify the substance of the information to be reported but may change the method by which future quarterly reports are to be submitted. In the event of such a change, FSA CPP will provide written notice to all Vendors of the method by which future quarterly reports are to be submitted.

3.24 ADMINISTRATIVE FEE

The FSA CPP charges three quarters of one percent (.0075) to procure, process and administer the contract. The administrative fees are the contractual responsibility of each awarded Vendor.

After receipt of payment from contract purchases, the Vendor shall remit all administrative fees to the FSA CPP no later than fifteen (15) calendar days after the end of each quarter. All fees payable to the FSA CPP during any given quarter will be accompanied and supported by a quarterly report.

The administrative fee will remain payable to FSA CPP and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a Vendor fails to incorporate the administrative fee in its bid pricing. The administrative fee should never be listed as a separate line item on any purchase order or invoice.

The administrative fee is based on the total purchase order amount of new items. This fee excludes any value given to purchasers for trade-ins. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

The ACH form for electronic payment or wiring of funds is included in Appendix C. It is the preference of FSA CPP that all payments be electronically paid and submitted. If ACH is not available, checks for the administrative fee can be sent to:

Florida Sheriffs Association
Cooperative Purchasing Program
2617 Mahan Drive
Tallahassee, FL 32308

3.25 LIQUIDATED DAMAGES

The Vendor warrants that the item supplied to the purchaser shall conform in all respects to the standards set forth and the failure to comply with this condition will be considered as a breach of contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the Vendor responsible for same.

Failure to submit the administrative fee with accompanying quarterly reports to FSA CPP within fifteen (15) calendar days following the end of each quarter may result in the imposition of liquidated damages. Vendors failing to submit administrative fees and/or quarterly reports will incur liquidated damages in the amount of $25 for each calendar day that fees and reports are past due, beginning on the 16th day following the end of the quarter.

If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. The venue shall lie in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida.

When quarterly reports are late, liquidated damages are to be included in Vendor's Quarterly Report and administrative fee submission. Liquidated damages that remain unpaid beyond forty-five (45) calendar days can result in FSA CPP, at its sole discretion, implementing contract compliance actions, including but not limited to, suspension, limited participation by specifications or zones, disqualification from future solicitations, or termination for cause pursuant to the Terms & Conditions.

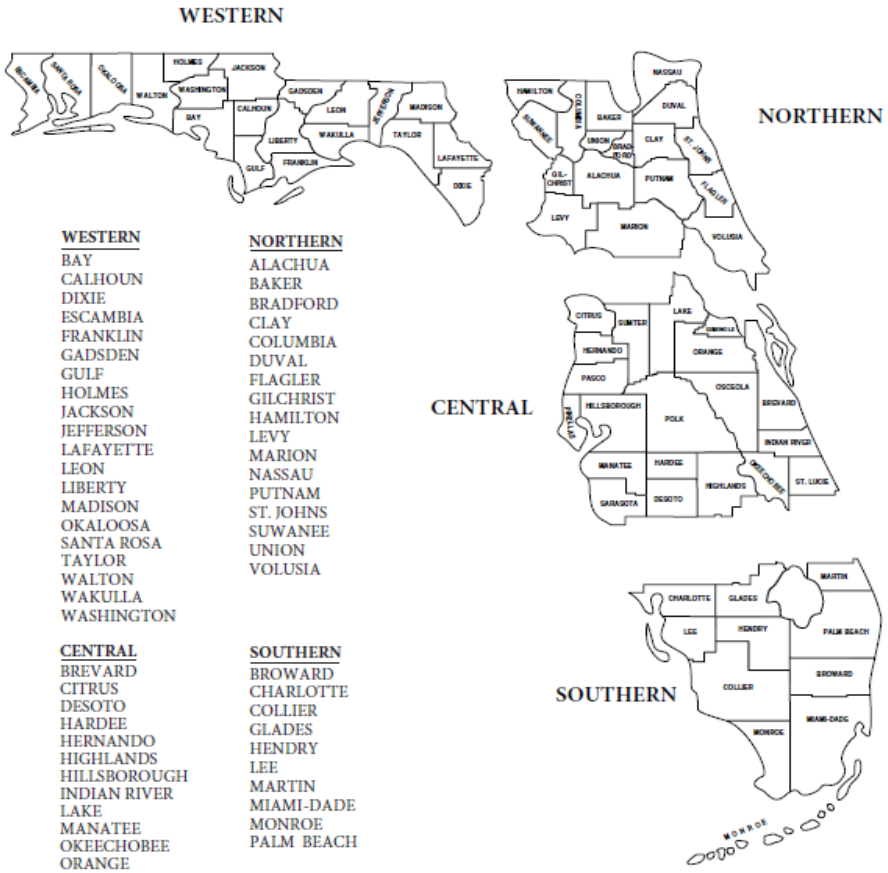
Schedule of Liquidated Damages

Failure to submit quarterly report on time	$25 per calendar day
Failure to submit administrative fee on time	$25 per calendar day
Failure to report a Purchase Order to FSA CPP within 15 calendar days of the purchase order issue date	$100 per Purchase Order
Failure to Report Sales	.0075 of the sales price plus 1.5% each month following the delivery date.

Vendor agrees and acknowledges that its failure to take any of the actions specified in the above schedule will result in liquidated damages to this contract. Vendor agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty and that these amounts are reasonably calculated to compensate the FSA for the damages that it will incur as a result of the Vendor's failure to take the specified actions.

Appendix A: Zone Map

FSA CONTRACT ZONE MAP



WESTERN
BAY
CALHOUN
DIXIE
ESCAMBIA
FRANKLIN
GADSDEN
GULF
HOLMES
JACKSON
JEFFERSON
LAFAYETTE
LEON
LIBERTY
MADISON
OKALOOSA
SANTA ROSA
TAYLOR
WALTON
WAKULLA
WASHINGTON

NORTHERN
ALACHUA
BAKER
BRADFORD
CLAY
COLUMBIA
DUVAL
FLAGLER
GILCHRIST
HAMILTON
LEVY
MARION
NASSAU
PUTNAM
ST. JOHNS
SUWANEE
UNION
VOLUSIA

CENTRAL
BREVARD
CITRUS
DESOTO
HARDEE
HERNANDO
HIGHLANDS
HILLSBOROUGH
INDIAN RIVER
LAKE
MANATEE
OKEECHOBEE
ORANGE
OSCEOLA
PASCO
PINELLAS
POLK
ST. LUCIE
SARASOTA
SEMINOLE
SUMTER

SOUTHERN
BROWARD
CHARLOTTE
COLLIER
GLADES
HENDRY
LEE
MARTIN
MIAMI-DADE
MONROE
PALM BEACH

v.10_2015

Appendix B. Bid Calendar

FSA24-VEL32.0 Bid Calendar	Date
Bid Announcement	4/1/2024
Voluntary Interested Bidder Workshop FSA24-VEL32.0	6/12/2024
New Items & Specifications Submissions Due	6/20/2024
Mandatory Pre-Bid FSA24-VEL32.0	7/10/2024
Requests for Clarifications Due to FSA	7/17/2024
FSA Response to Requests for Clarifications	7/24/2024
VendorLink Bidder Training Session	7/18/2024
Bid System Opens	7/29/2024
Cone of Silence	7/29/2024 - 9/3/2024
Bid Submissions Due	8/31/2024 (11:59:59 pm)
Bid Tabulations Posted	9/3/2024
Public Bid Opening	9/3/2024
Bid Evaluations	9/9/24 - 9/13/24
Intent To Award	9/16/2024
Final Award	10/1/2024

Appendix C: ACH Payments

PROTECTING, LEADING & UNITING SINCE 1893
FLORIDA SHERIFFS ASSOCIATION
2617 Mahan Drive
Tallahassee, Florida 32308
p: (850) 877-2165 f: (850) 878-8665
flsheriffs.org

TO: All Customers of the Florida Sheriffs Association

SUBJECT: Florida Sheriffs Association is going paperless!

Our association is pleased to announce the implementation of accepting electronic payments from customers. If your agency or company is able to pay via ACH, please consider adding the Florida Sheriffs Association to your list of vendors paid via electronic payment.

Florida Sheriffs Association's Banking Information is as follows:

Checking Account
Capital City Bank
Routing Number: 063100688
Account Number: 0010867001

Please email any payment remittance information to accounting@flsheriffs.org.

If you choose to make ACH payments to the association, there is no additional charge. However, the information above can be used to pay with a wire transfer. If you choose to pay via wire, there is a charge of $25 per wire that you will need to add to your payment.

If you have any questions at all, please contact Trish Eldridge at teldridge@flsheriffs.org. or call (850) 559-5668.

Sincerely,

Trish Eldridge

Director of Accounting and Finance
Florida Sheriffs Association

Appendix D: Federal Clauses

Applicability of Third-Party Contract Provisions*
(Excluding micro-purchases, except Davis-Bacon requirements apply to construction contracts exceeding $2,000.) In addition to other provisions negotiated with purchasers placing federally funded purchase orders, Vendors must comply with the following provisions upon award of a federally funded purchase order:

PROVISION	Professional Services/A&E	Operations/ Management	Construction	Materials & Supplies
Equal Employment Opportunity			All	
Davis-Bacon Act			>$2,000	
Copeland "Anti-Kickback" Act			>$2,000	
Contract Work Hours and Safety Standards Act	>$100,000	>$100,000	>$100,000	>$100,000
Rights to Inventions Made Under a Contract or Agreement	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work
Clean Air Act	>$150,000	>$150,000	>$150,000	>$150,000
Federal Water Pollution Control Act	>$150,000	>$150,000	>$150,000	>$150,000
Debarment and Suspension	All	All	All	All
Byrd Anti-Lobbying Amendment	>$100,000	>$100,000	>$100,000	>$100,000
Procurement of Recovered Materials	All	All	All	All
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	All	All	All	All
Domestic Preferences for Procurements	All	All	All	All

*References to the code of regulations (CFR) or United States Code (USC) were accurate at the time of publication. It is the responsibility of the Bidder to ensure compliance is met of the referenced state and federal laws within the published rules.

EQUAL EMPLOYMENT OPPORTUNITY: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The clause set forth in 41 CFR 60-1.4(b) is incorporated herein by reference. Vendor must comply with this clause and include this clause in all lower-tier federal assisted construction contracts.

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

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C., chapter 37): Vendor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C., chapter 37), as supplemented by Department of Labor regulations (29 CFR part 5).
(a) Overtime requirements. Neither Vendor nor any contractor or subcontractor contracting for any part of the purchase order work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in Paragraph 15(a), Vendor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Vendor or such subcontractor shall be liable to the United States (in the case of work done under the Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph 15(a), in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph 15(a) of this section.
(c) Withholding for unpaid wages and liquidated damages. Purchaser shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Vendor or a subcontractor under the purchase order or any other Federal contract with Purchaser, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Purchaser, such sums as may be determined to be necessary to satisfy any liabilities of Vendor or its subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph (a).
(d) Subcontracts. Vendor shall insert in any subcontracts over $100,000 for construction and other purposes that involve the employment of mechanics or laborers, the clauses set forth in Paragraphs (a) through (d) and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with

a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor shall comply with these requirements when performing a purchase order involving experimental, developmental or research work and flowdown this clause to lower-tier subcontractors performing such work.

CLEAN AIR ACT (42 U.S.C. 7401 *et seq.*) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 *et seq.*), as amended: Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor shall comply with the requirements of Clean Air Act and the Federal Water Pollution Control Act and include this clause in all lower-tier subcontracts with a value over $150,000.

DEBARMENT AND SUSPENSION (E.O.s 12549 and 12689): By accepting or performing this purchase order, Vendor certifies that it is not identified in the Exclusions area of the System for Award Management as being currently debarred, suspended, proposed for debarment, or otherwise excluded ("SAM Exclusion"). Vendor shall obtain similar certifications from its lower-tier subcontractors for each subcontract in excess of $25,000 and Vendor shall not award lower-tier subcontracts in excess of $25,000 to an entity subject to a SAM Exclusion.

LOBBYING RESTRICTIONS (31 U.S.C. 1352): By accepting or performing this purchase order, Vendor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendor shall also disclose to Purchaser any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award or contract. Vendor shall flow down this clause and require this certification for lower-tier subcontractors with a subcontract of $100,000 or more. Vendor shall provide its disclosure and all disclosures received from lower-tier subcontractors to Purchaser.

PROCUREMENT OF RECOVERED MATERIALS: A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Vendor shall comply with this clause and include this clause in all lower-tier subcontracts.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:
(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
(c) See Public Law 115-232, section 889 for additional information.

DOMESTIC PREFERENCES FOR PROCUREMENTS:
(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees to comply with the requirements of this clause and include the requirements of this clause in all subawards including all contracts and purchase orders for work or products under this award.
(b) For purposes of this section:
(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Town of Pembroke Park

Specification #		204
Unit Description	PIU	K8A/99B

Prepared for:

7/18/2025
Town of Pembroke Park
Captain Donald Pritchard
3150 SW 52nd Ave Pembroke Park Fl, 33032
954-218-4792
dprichard@pdtppfl.gov

Prepared by:

Garber Ford, Inc.
Scott Mueller
(904) 264-2442 ext.2348 FAX: (904) 284-0054
3380 Hwy 17 Green Cove Springs, FL 32043
SMueller@garberautomall.com

Florida Sheriffs Association

Prices are published by the Florida Sheriffs Association (www.flsheriffs.org) Purchasing contract number is FSA24-VEL32.0 Pursuit, Administrative & Other Vehicles, expiring September 30th, 2025. If you have any questions regarding this quote please call!

Southern Zone

2026 Ford Police Interceptor Utility (K8A) 3.3 L AWD

K8A/99B — $43,959.00

Codes	Optional Equipment	Unit Price		Net Price
500A	Order Code 500A	Included		$0.00
99B	Engine: 3.3L V6 Direct-Injection	Included		$0.00
44U	Transmission: 10-Speed Automatic	Included		$0.00
YZ	Oxford White	Included		$0.00
9W	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear	Included		$0.00
153	Front License Plate Bracket	Included		$0.00
51R	Driver Only LED Spot Lamp (Unity)	Included		$0.00
STD	Remote Keyless Entry Key Fob w/o Key Pad -inc: 4-key fobs	Included		$0.00
52P	Hidden Door-Lock Plunger (Rear Door Handles, Locks, Window Switches Inop)	160.00	(3.00)	$157.00
STD	Full Vinyl/Rubber Floor Covering	Included		$0.00
STD	Back-Up Camera w/Washer	Included		$0.00
	Non-OEM Equipment:		**Hours:**	
FPLB-LED	Federal Medium Lightbar Package , Federal Signal 45" All LED Allegiant Lightbar package.	2465	4.0	$2,465.00
	Lightbar upgrade to 53"	150		$150.00
	All lightbars are equipped standard with Ultra Bright White Patented Solaris LED takedowns nd alley lamps. Color option to include Blue/Red			
	Pathfinder PF200 Combination Light/Siren Controller			
	AS124 Siren Speaker with Bracket			
	Connect Factory HL/TL Flasher to PF200 Controller			
RBKIT1-COMPACT	Single Rumbler Compact low frequency speaker	296		$296.00
EXPMOD24	24-Channel Expansion Module for Pathfinder Controller	255		$255.00
OBD-6	6' OBD Vehicle Interface Cable for use with Pathfinder Controller	130		$130.00
4C	4-Corner Super LED Strobes in Pre-Drilled HL/TL (White)	496	1.0	$496.00
MPS63U-RBW	Federal Micropulse - 18 Tri Color LED's for Push Bumper Front (x2 Blue/Red/White)	390	1.0	$390.00
MPS63U-RBW	Federal Micropulse - 18 Tri Color LED's for Push Bumper Sides (x2 Blue/Red/White)	390	1.0	$390.00
MPS3U	Federal Micropulse-3 Dual Color LED's for Inside Rear Hatch (x2 Blue/Red)	296	1.0	$296.00
MP5652-BR	Federal Micropulse-12 Dual Color LED's for Rear Side Windows (x2 Blue/Red)	296	1.0	$296.00
MP5652-BR	Federal Micropulse-6 DUAL Color LED's for Rear Tag Sides (x2 Blue/Red)	296	1.0	$296.00
DFC-PB-FPIU20	FedSig DFC Push Bumper (Center Only)	596		$596.00
DFC-TC2L	Push Bumper Top Channel with (2) Light Cutouts	46		$46.00
DFC-SB-750501	Push Bumper Speaker Bracket for AS124 Siren Speaker	26		$26.00
CONS	Police Vehicle Equipment Console with Cupholders and Armrest	795		$795.00
COMP	Console Mounted Computer Stand with Universal Laptop/Tablet Tray	895		$895.00
C-AP-0325-1	Console 3" Accessory Pocket, 2.5" Deep	47		$47.00
475-0767	Jotto Desk Single Cell includes the Front Divider, Center Divider, Rear Cargo Barrier (CB4), Passenger Side Window Armor, Door Control Covers, and ABS Seat Cover	2612	2.0	$2,612.00
475-2014	Jotto Single Electric Gun Lock - Partition Mount	463		$463.00
TK0841ITU20	Setina 2-Drawer Elevated Cargo Storage System	1647		$1,647.00
500INV	Wagan 500-Watt Power Inverter	89	1.0	$89.00
VVS	Vent Visors - Stick on Style	149		$149.00
TINT	Tint all Windows to 20% Deep with Windshield Strip	299		$299.00
DECALS	Create and Install Custom Decal Package	695		$695.00
INST	13.0 Hours EVT Certified Installation Labor (@ $125/hr)	1625		$1,625.00
TTAG	Temporary Tag	6		$6.00
DEL	Delivery	Included		$0.00
	TOTAL PURCHASE AMOUNT PER VEHICLE			***$ 59,566.00***
	PURCHASE AMOUNT x3			***$ 178,698.00***



Town of Pembroke Park

Specification #	207
Unit Description	Ford, Police Responder F-150 Crew Cab 4x4, W1P

Prepared for:	Prepared by:
7/18/2025	***Garber Ford, Inc.***
Town of Pembroke Park	Scott Mueller
Captain Donald Pritchard	*(904) 264-2442 ext.2348 FAX: (904) 284-0054*
3150 SW 52nd Ave Pembroke Park Fl, 33032	*3380 Hwy 17 Green Cove Springs, FL 32043*
954-218-4792	SMueller@garberautomall.com
dprichard@pdtppfl.gov	



Prices are published by the Florida Sheriffs Association (www.flsheriffs.org) Purchasing contract number is FSA24-VEL32.0 Pursuit Administrative & Other Vehicles, expiring September 30th, 2025. If you have any questions regarding this quote please call!

				Base Price
W1P	2025 Ford F-150 Police Responder XL 4WD SuperCrew 5.5' Box			$46,391.00
Codes	Optional Equipment	Unit Price	OEM Discount 2.00%	Net Price
150A	Equipment Group 150A	Included		$0.00
998	Engine: 3.5L V6 EcoBoost	Included		$0.00
44G	Transmission: Electronic 10-Speed Automatic	Included		$0.00
YZ	Oxford White	Included		$0.00
PB	Black, HD Police-Grade Cloth 40/Blank/40 Front-Seats -inc: reduced bolsters, 8-way power driver/manual passenger, built-in steel intrusion plates in both front-seatbacks, center-section deleted (Restraint control module cover provided) and vinyl rear bench	Included		$0.00
TOW	Class IV Towing Equipment -inc: Hitch and Trailer Sway Control	Included		$0.00
153	Front License Plate Bracket	Included		$0.00
18B	Black Platform Running Boards	255.00	(5.00)	$250.00
67P	Remote Keyless-Entry Key Fob w/o Key Pad -inc: Less PATS, 4-key fobs	350.00	(7.00)	$343.00
	Non-OEM Equipment:		**Hours:**	
FPLB-LED	Federal Medium Lightbar Package , Federal Signal 45" All LED Allegiant Lightbar package.	2465	4.0	$2,465.00
	Lightbar upgrade to 53"	150		$150.00
	All lightbars are equipped standard with Ultra Bright White Patented Solaris LED takedowns nd alley lamps. Color option to include Blue/Red			
	Pathfinder PF200 Combination Light/Siren Controller			
	AS124 Siren Speaker with Bracket			
	Connect Factory HL/TL Flasher to PF200 Controller			
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DECALS	Create and Install Custom Decal Package	695		$695.00
INST	12.0 Hours EVT Certified Installation Labor (@ $125/hr)	1500		$1,500.00
TTAG	Temporary Tag	6		$6.00
DEL	Delivery	Included		$0.00

	TOTAL PURCHASE AMOUNT PER VEHICLE	***$ 59,470.00***
	PURCHASE AMOUNT x2	***$ 118,940.00***

Agenda Item Report

Subject:	Consideration and approval of purchase of firearms for the Police Department - Chief DeCoursey RESOLUTION NO.: 2025-034 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE PURCHASE OF FIREARMS FROM LOU'S POLICE DISTRIBUTORS NOT TO EXCEED THE AMOUNT OF $25,000; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - September 10, 2025
Prepared For:	Town Commission
Staff Contact:	Daniel DeCoursey, Police Chief
Dept/Group:	Police Department
Recommendation for Counsel to consider:	
Background Information:	The Police Department is requesting authorization to purchase firearms for support of departmental operations and ensure the safety of staff and the public. This purchase is necessary to replace outdated/unsafe equipment and maintain compliance with current standards for law enforcement/public safety.
Staff Recommendations:	Staff recommends that the Town Commission approve the purchase of firearms, not to exceed the amount of $25,000.00, from Lou's Police Distributors.
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

Resolution No. 2025-034
Memorandum from Chief Deputy Ochoa

	Status:
Jacob Horowitz, Town Attorney	Pending
David Lynch, Town Manager	None

Cynthia Garcia-Lima, Town Clerk	None

RESOLUTION NO. 2025-034

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE PURCHASE OF FIREARMS FROM LOU'S POLICE DISTRIBUTORS NOT TO EXCEED THE AMOUNT OF $25,000; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Pembroke Park, Florida, recognizes the need to provide the Police Department with updated firearms to support public safety operations; and

WHEREAS, staff has obtained a quote from Lou's Police Distributors for the purchase of firearms not to exceed the amount of $25,000.00; and

WHEREAS, the Town Commission finds it in the best interest of the Town and its residents to authorize the purchase of said firearms.

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

Section 1. The Town Commission hereby approves the purchase of firearms from Lou's Police Distributors not to exceed the amount of $25,000.

Section 2. The Town Manager, or designee, is authorized to execute any necessary documents and take all steps necessary to implement the purchase.

Section 3: That all Resolutions or parts of Resolutions in conflict herewith be and the same are superseded to the extent of such conflict.

Section 4: If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 5: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 10th day of September 2025.

ATTEST:

_____
GEOFFREY JACOBS
Mayor

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____
JACOB G. HOROWITZ
Town Attorney

Town of Pembroke Park Police Department
3150 SW 52 Avenue
Pembroke Park, FL 33023
954-374-8639 Phone
www.tppfl.gov

To: Procurement Department (Via Chain of Command)

From: Jason Ochoa, ID #0038, Deputy Chief

Date: August 26, 2025

Subject: Justification for Firearms Purchase – Glock Model 45 with Accessories from Lou's Police Distributors

This memorandum justifies selecting Lou's Police Distributors as the vendor to purchase 28 Glock Model 45 pistols with accessories based on comparing three submitted quotes.

Vendor Comparison

Upon review of the attached quotes from Lawmen's Shooters Supply, GT Distributors Inc., and Lou's Police Distributors, the following points were noted:

1. **Reflex Sight Model Accuracy**
    - Lawmen's Shooters Supply quoted the commercial model Reflex sight (Holosun SCS-MOS-GR), which is not rated for law enforcement duty use.
    - Both GT Distributors Inc. and Lou's Police Distributors correctly quoted the Law Enforcement model Reflex sight (Holosun SCS-M-GR-LEM Green Multi-Reticle, Titanium, Solar).

While less expensive, the commercial sight would void the factory warranty if used in daily law enforcement operations. Selecting the correct law enforcement sight ensures full factory support and long-term reliability.

2. **Quantity and Trade-In Value**
    - Lawmen's Shooters Supply and GT Distributors both quoted for 25 Glock Model 45 pistols with accessories, with trade-in of 30 Smith & Wesson M&P pistols.
    - GT Distributors has offered a trade-in value of $185.00 per Smith & Wesson M&P pistol, whereas both Lawmen's Shooters Supply and Lou's Police Distributors have offered $225.00 per pistol.

- Lou's Police Distributors quoted 28 Glock Model 45 pistols with accessories, also accepting the trade-in of 30 Smith & Wesson M&P pistols.

This provides three additional duty pistols, enhancing department-wide operational readiness by ensuring availability for new hires, training, or immediate replacement needs.

Cost Breakdown

Vendor	Pistols (Qty)	Reflex Sight Model	Subtotal	Trade-In Value	Net Cost
Lawmen's Shooters Supply	25	Commercial (SCS-MOS-GR)	$26,586.25	-$6,750.00	**$19,836.25**
GT Distributors Inc.	25	Law Enforcement (SCS-M-GR-LEM)	$26,925.00	-$5,555.00	**$20,175.00**
Lou's Police Distributors	**28**	Law Enforcement (SCS-M-GR-LEM)	$29,540.00	-$6,750.00	**$22,790.00**

Recommendation

Based on the analysis of cost, equipment suitability, and operational impact, the department should proceed with Lou's Police Distributors.

- They provided the correct Law Enforcement model Reflex sight, ensuring factory warranty coverage and support.
- Their proposal includes three additional Glock Model 45 pistols, enhancing operational readiness and resource availability.
- The overall package provides the best value for the department's long-term mission readiness despite the slightly higher cost.

X Jason F. Ochoa, Deputy Chief

Jason F. Ochoa
Deputy Chief

Daniel DeCoursey
Chief of Police

08/26/2025
Date

Lou's Police Distributors, Inc.
7815 W 4th Ave
Hialeah, FL 33014
United States
FFL #: 11573

Pembroke Park PD
3150 SW 52nd Avenue
Pembroke Park FL 33023
United States
754-210-5894
Tax ID: 85-8012739653C-3

Quotation # S18971

Order Date:	Quotation Date:	Expiration:	Salesperson:
06/26/2025 12:07:16	06/26/2025 12:03:28	09/21/2025	Jimmy Hare

Description	Serial #	Quantity	Unit Price	Taxes	Amount
[PA455S202MOS] Glock 45 MOS 9mm 4.49" Pistol (LE)		28.00 Units	429.00	Tax Exempt	$ 12,012.00
[69424] Streamlight TLR-7X Flex – Includes Low, High Switch mounted on light Black		28.00 Units	138.39	Tax Exempt	$ 3,874.92
[6360RDS-28327-411] Safariland 6360RDS ALS/SLS Glock 19/45 MOS TLR-7 STX Plain Black Right Hand		28.00 Units	152.87	Tax Exempt	$ 4,280.36
[SCS-M-GR-LEM] Holosun SCS Green Multi-Reticle, Titanium, Solar Charging, MOS Pistol Cut (LEM)		28.00 Units	326.49	Tax Exempt	$ 9,141.72
Florida State Defense Product Contract 46000000-STC-21					
[TP] Trade-in Pistols Trade in Credit Subject to Change Based on the RFQ Actual Number of (Pistols/Boxes/Mags) is not Delivered. (Deductions of $10/Box EA, $7/Mag EA if not complete on trade).		30.00 Units	-225.00		$ -6,750.00
Smith & Wesson MP 2.0 9mm - 30 *Officer Buy Back Price $225.00 + $50.00 Transfer/Processing + $19.25 FL Sales tax + $8 ATF Background = $302.25*					

Untaxed Amount	$ 22,559.00
FL - 7% Sales Tax on $ 29,309.00	$ 0.00
Total	$ 22,559.00

Lou's Police Distributors, Inc.
7815 W 4th Ave
Hialeah, FL 33014
United States
FFL #: 11573

Please see our Terms and Conditions of sale at our website.

Payment terms: 30 Days

Lou's Police Distributors, Inc.
Serving Peacekeepers and Public since 1954

LOU'S POLICE DISTRIBUTORS

August 23, 2025

To: Jason Ochoa, Deputy Chief
Pembroke Park Police Department
3150 SW 52nd Ave
Pembroke Park, Florida 33023

From: Nick Christian, CEO
Lou's Police Distributors, Inc.
7815 West 4th Ave
Hialeah, FL 33014

Re: Glock Authorized Law Enforcement Distributor, South Florida

Deputy Chief Ochoa,

Please accept the letter as notice that Lou's Police Distributors, Inc. is the only authorized Law Enforcement Agency distributor for Glock firearms based in the south Florida region. For more than three decades, Lou's Police Distributors, Inc. has proudly supported local south Florida (and statewide) Law Enforcement professionals with Glock firearms for from our home in Hialeah, Florida.

Your mission demands readiness; ensuring it is ours – with the trust, (local) service and commitment your agency deserves. Thanks again for choosing Lou's Police Distributors, Inc. as your preferred partner.

Respectfully,

Nick Christian
President + CEO
Lou's Police Distributors, Inc.

Quote

Page: 1

Quote expires
September 19, 2025 12:00 am

Lawmen's & Shooters' Supply
701 Columbia Blvd
Titusville, FL 32780
321-360-3030
www.lawmens.net

Invoice #: 101-R2202
Invoice Date: 8/20/25
Station: OFFICE10

Sold to: PEMBROKE PARK POLICE DEPARTMENT
3150 SW 52 AVE
PEMBROKE PARK, FL 33023
954-966-4600
JOY BROWN

Ship to:

Customer #: 12051 **FFL Exp Dt:** **Ship-via code:**
Sales Rep: ORLANDO **Due Date :** 09/19/2025 **Terms:** Net due in 30 days
Customer PO#: EMAIL S. WOODBURY

L&S PO#	Line Type	Quantity	Item #	MPN	Description	Price	Selling unit	Ext prc
	Drop-ship	25	10467	PA455S202MOS	GLOCK 45 MOS 9MM FIXED SIGHTS SEMIAUTO PISTOL	429.00	EACH	10,725.00
	Drop-ship	25	25659	6360RDS-28327-481	SFL 6360RDS GLOCK 19MOS TLR-7 STX BSK BLK RH	168.00	EACH	4,200.00
	Drop-ship	25	16838	69424	STREAMLIGHT TLR7 X INCLUDES LOW SWITCH HIGH SWITCH CR123A LITHIUM BATTERY AND KEY KIT BOX BLACK	139.50	EACH	3,487.50
	Drop-ship	25	30521	SCS-MOS-GR	HOLOSUN OPEN REFLEX SIGHT GREEN MULTI-RECTICLE	326.95	EACH	8,173.75
	Return	-30	11354		TRADE IN SMITH & WESSON M&P 2.0	225.00	EACH	-6,750.00
	Order	1	18839		ALL RETURNS OR CANCELLED ORDERS ARE SUBJECT TO RES TOCKING FEE PER MFG	0.00	EACH	0.00
	Order	1	CONV FEE		A 3% CONVENIENCE FEE WILL BE APPLIED TO ALL CREDIT CARD TRANSACTIONS	0.00	N/A	0.00

User: ORLANDO **Total line items:** 7

Sale subtotal:	19,836.25
Tax:	0.00
Total:	19,836.25

Thank you for shopping at
Lawmen's & Shooters' Supply!

101-R2202

Quote	QTE0214599
Date	8/21/2025
Page:	1

GT Distributors - Austin
1124 New Meister Ln., Ste 100
Pflugerville TX 78660
(512) 451-8298 Ext. 0000

Bill To:

Pembroke Park Police Dept.

Ship To:

Pembroke Park Police Dept.
3150 SW 52nd Ave
Pembroke Park FL 33023

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
GUN TRADE 8/21/25	PEMBROKE PARK				0/0/0000	3,100,921

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
25	GLOCK-PA455S202MO	Glock 45 Gen 5 MOS w FS 3 MAGS Fxd Sghts	EA	$429.00	$10,725.00
25	SAF-6360RDS-28327-4	Safariland 6360RDS Holster w/Light G19 MOS	EA	$165.00	$4,125.00
25	STL-69424*	Streamlight TLR-7A FLEX Rail Mounted Tac Lig	EA	$147.92	$3,698.00
25	HOLO-SCS-M-GR-LEM	Holosun Self Charging Sight Green Multi Reticle	EA	$354.47	$8,861.75
30	GUN TRADE-1	S&W M&P 2.0 Box, 3 mags	Each	($185.00)	($5,550.00)

QUOTE IS GOOD FOR 30 DAYS. IN ORDER TO RECEIVE QUOTED PRICE PLEASE PRESENT A COPY OF QUOTE AT POINT OF SALE IN STORES OR REFERENCE QUOTE NUMBER ON PO OR REQUISITION

Your salesperson is Sandi White (512)-451-8298
Thank you,
Stephanie Woodbury <swoodbury@tppfl.gov>

Subtotal	$21,859.75
Misc	$0.00
Tax	$0.00
Freight	$0.00
Total	$21,859.75

Agenda Item Report

Subject:	Consideration and approval of agreement with GL Distributors for protective items for the Police Department - Chief DeCoursey RESOLUTION NO.: 2025-035 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE PURCHASE OF PROTECTIVE EQUIPMENT FOR THE POLICE DEPARTMENT FROM GL DISTRIBUTORS THROUGH THE NASPO COOPERATIVE PURCHASING CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - September 10, 2025
Prepared For:	Town Commission
Staff Contact:	Daniel DeCoursey, Police Chief
Dept/Group:	Police Department
Recommendation for Counsel to consider:	
Background Information:	The Police Department requires additional protective equipment, including ballistic shields, to enhance officer safety during tactical operations and high-risk incidents. GL Distributors is an approved vendor under the NASPO cooperative purchasing contract 164713 which was competitively solicited in compliance with applicable procurement laws. By utilizing the cooperative purchasing contract, the Town is able to access pre-negotiated pricing, favorable terms, and proven vendors without conducting its own formal solicitation, reducing administrative time and ensuring timely procurement of critical safety equipment.
Staff Recommendations:	Staff recommends that the Town Commission approve the agreement with GL Distributors for the purchase of shields and protective items for the Police Department through the [GL Distributors cooperative purchasing contract 164713 and authorize the Town Manager to execute all necessary documents.
Procurement:	Cooperative Agreement
Financial Implications:	
Alternatives:	

ATTACHMENTS:

Cooperative contract
Resolution 2025-035

	Status:
Jacob Horowitz, Town Attorney	Approved - Aug 29 2025
David Lynch, Town Manager	Pending
Cynthia Garcia-Lima, Town Clerk	None

AGREEMENT
BETWEEN THE TOWN OF PEMBROKE PARK
AND
GL DISTRIBUTORS INC.

THIS AGREEMENT is entered into on_____, 2025 between the Town of Pembroke Park, a municipal corporation with principal offices located at 3150 SW 52nd Avenue, Pembroke Park, FL ("Town") and GL Distributors, Inc., a corporation authorized to do business in the State of Florida, with principal office located at 18459 Pines Boulevard, Suite 340, Pembroke Pines, FL ("Contractor"). The parties hereby agree to the following terms and conditions.

1. In return for valuable consideration, Contractor shall comply with the terms and conditions of the NASPO ValuePoint ("NASPO") Cooperative Purchasing Program: Contract Number 164713 ("Purchasing Contract") attached hereto as Exhibit A and the Contractor's proposal submitted to the Town (the "Proposal") attached hereto as Exhibit B. All terms and conditions of the contract documents set forth in Exhibit A, Exhibit B are incorporated herein as if set forth in full, except as modified by this Agreement. In the event of a conflict between this Agreement, Exhibit A and Exhibit B, this Agreement shall prevail, followed by Exhibit B.

2. Upon execution of this Agreement, all references made to NASPO, as the lead agency in the Purchasing Contract, shall be interpreted as pertaining to the Town of Pembroke Park, and all terms and conditions of Exhibit A shall be deemed as having been implemented for use within the Town. It is understood that wherever the words "agency name" or "agency board name" appear, they shall be read as "Town of Pembroke Park" and "Town of Pembroke Park Town Commission."

3. Term. The term of this Agreement shall be concurrent with the term set forth in Exhibit A.

4. Contract Sum and Payments:

   The price for the Product is as set forth in Exhibit B. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII, Chapter 218.

5. **Insurance: In addition to the insurance requirements stated in the Purchasing Agreement, Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the Town's Risk Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the Town. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the Town's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement. The following minimal insurance coverage shall be provided:**

a. Worker's Compensation Insurance: The Contractor shall procure and maintain for the life of this Agreement, Workers' Compensation. Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any sub-Contractor that does not have their own Workers' Compensation and Employer's Liability Insurance. The policy must contain a waiver of subrogation in favor of the Town of Pembroke Park, executed by the insurance company. Sixty-(60) days notice of cancellation is required and must be provided to the Town of Pembroke Park via Certified Mail.

b. Comprehensive General Liability: The Contractor shall procure and maintain, for the life of this Agreement, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors' Products and Completed Operations and Contractual Liability. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Agreement.

c. Business Automobile Liability: The Contractor shall procure and maintain, for the life of the Agreement, Business Automobile Liability Insurance.

d. The Minimum Limits of Coverage shall be $1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability.

e. The Town must be named as an additional insured for General Liability coverage unless Owners and Contractors' Protective Coverage is also provided, or required. Sixty (60) days written notice must be provided to the Town via Certified Mail in the event of cancellation.

f. The minimum limits of coverage shall be $1,000,000 per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" type policy. The Town must be listed as an Additional Insured under the Policy. Sixty (60) days written notice must be provided to the Town via Certified Mail in the event of cancellation.

g. In the event that sub-contractors used by the Contractor do not have insurance, or do not meet the insurance limits, Contractor shall indemnify and hold harmless the Town for any claim in excess of the sub-Contractors' insurance coverage, arising out of negligent acts, errors or omissions of the sub-contractors.

h. Contractor shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the Town.

i. Contractor shall indemnify and hold the Town harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the Town as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

6. Indemnification:

a. The Contractor shall indemnify and hold harmless the Town, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the Town or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

b. Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

c. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

d. The Town and Contractor 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 there for. 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. Furthermore, the Town and Contractor 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 Town's and the Contractor's responsibility to indemnify.

e. Town reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.

f. Nothing contained herein is intended nor shall it be construed to waive Town's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

7. Assignment and Subcontracting:

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the Town. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the Town.

8. Termination:

a. Termination for Convenience: This Agreement may be terminated by the Town for convenience, upon seven (7) days of written notice by the Town to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the Town against loss pertaining to this termination.

b. Default by Contractor: In addition to all other remedies available to the Town, this Agreement shall be subject to cancellation by the Town for cause, should the 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 thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

9. Public Records

A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records in the CONTRACTOR's possession or control in connection with the CONTRACTOR's performance under this Agreement that ordinarily and necessarily would be required by the Town in order to perform the service.

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

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.

4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement

in the possession of CONTRACTOR shall be delivered by CONTRACTOR to Town, at no cost to Town, within seven days. All records stored electronically by CONTRACTOR shall be delivered to TOWN in a format that is compatible with Town's information technology systems. Once the public records have been delivered to Town upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Town.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-966-4600, TOWNCLERK@TPPFL.GOV OR BY MAIL: TOWN OF PEMBROKE PARK, 3150 SW 52nd AVENUE, PEMBROKE PARK, FL 33023.

10. Agreement Subject to Funding

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.

14. Governing law and venue:

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 is fixed in Broward County, Florida.

15. Signatory Authority:

The Contractor shall provide the Town with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

16. Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that

provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

17. No Construction Against Drafting Party:

    Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

18. Notice:

    Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person; sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services or by messenger service, addressed to the party for whom it is intended at the following addresses.

    TOWN

    Geoffrey Jacobs, Mayor
    Town of Pembroke Park
    3150 SW 52nd Avenue
    Pembroke Park, Florida 33023
    gjacobs@tppfl.gov

    With a copy to Town Attorney at the following address:

    Jacob G. Horowitz, Esq.
    Goren, Cherof, Doody & Ezrol, P.A.
    3099 East Commercial Blvd., Suite 200
    Fort Lauderdale, FL 33308
    jhorowitz@gorencherof.com

    CONTRACTOR

    Mark Altman, President
    GL Distributors, Inc.
    18459 Pines Boulevard, suite 340
    Pembroke Pines, FL
    Telephone No. (954) 441-1473
    mark@gldistributors.com

    Scrutinized Companies:

a. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the CONTRACTOR , its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

19. E-Verify. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

20.1 Definitions for this Section:

20.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, CONTRACTOR or consultant.

20.1.2 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

20.1.3"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

20.2 Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

20.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

20.2.2 All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town of Pembroke Park. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Pembroke Park; and

20.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

TOWN OF PEMBROKE PARK, a Florida municipal corporation

BY: _____
Geoffrey Jacobs, Mayor

ATTEST:

BY: _____
Cynthia Garcia-Lima, Town Clerk

APPROVED AS TO LEGAL FORM:

BY: _____
Jacob G. Horowitz, Esq.
Town Attorney

WITNESSED BY:

_____

_____
Print name

_____

_____
Print name

GL DISTRIBUTORS, INC.

BY: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF_____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____, as _____ of GL Distributors, Inc., and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of_____, as _____ of GL Distributors, Inc., and who is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid

this ____ day of _____, 2025.

_____
NOTARY PUBLIC

_____
Print or Type Name

My Commission Expires:

EXHIBIT A

NASPO COOPERATIVE PURCHASING PROGRAM

(NASPO CONTRACT # 164713)

EXHIBIT B

Proposal

RESOLUTION NO. 2025-035

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE PURCHASE OF PROTECTIVE EQUIPMENT FOR THE POLICE DEPARTMENT FROM GL DISTRIBUTORS THROUGH THE NASPO COOPERATIVE PURCHASING CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park Police Department requires additional protective equipment, including ballistic shields, to enhance officer safety during tactical operations and high-risk incidents; and

WHEREAS, GL Distributors is an approved vendor under the NASPO cooperative purchasing contract 164713, which was competitively solicited in compliance with applicable procurement laws; and

WHEREAS, by utilizing the cooperative purchasing contract, the Town is able to access pre-negotiated pricing, favorable terms, and proven vendors without conducting its own formal solicitation, thereby reducing administrative time and ensuring the timely procurement of critical safety equipment; and

WHEREAS, the Town Commission finds that the purchase of such protective equipment is necessary and in the best interests of public safety.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA THAT:

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

Section 2. The Town Commission hereby approves the purchase of protective equipment, including ballistic shields, for the Police Department from GL Distributors through the NASPO cooperative purchasing contract 164713.

Section 3. The Town Manager is authorized to execute all necessary documents and take all actions required to implement this Resolution.

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

PASSED AND ADOPTED this 10th day of September, 2025.

_____
MAYOR GEOFFREY JACOBS

ATTEST:

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____
JACOB HOROWITZ
Town Attorney

Agenda Item Report

Subject:	Consideration and approval to sign agreement with Laura Cole, Crisis Management Expert for the Police Department - Town Manager Lynch & Chief DeCoursey RESOLUTION NO.: 2025-036 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH LAURA COLE TO PROVIDE CRISIS MANAGEMENT EXPERTISE TO THE POLICE DEPARTMENT; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - September 10, 2025
Prepared For:	Town Commission
Staff Contact:	David Lynch, Town Manager
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	The Police Department has identified the need for specialized crisis management expertise to enhance officer preparedness, community engagement, and response strategies during critical incidents. Laura Cole, a recognized expert in crisis management, has been recommended to provide these services to the Town. The proposed agreement engages Ms. Cole for a period of one (1) year to support the Police Department with training, consultation, and crisis response guidance.
Staff Recommendations:	Staff recommends that the Town Commission approve the contract with Laura Cole, Crisis Management Expert, for a one-year term at $36,000, and authorize the Town Manager to execute the agreement.
Procurement:	
Financial Implications:	$36,000 annually, funded through the Police Department’s approved budget.
Alternatives:	

ATTACHMENTS:

Resolution No.: 2025-036

Proposed Agreement

	Status:
Jacob Horowitz, Town Attorney	Approved - Aug 29 2025
David Lynch, Town Manager	Pending
Cynthia Garcia-Lima, Town Clerk	None

RESOLUTION NO. 2025-036

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH LAURA COLE TO PROVIDE CRISIS MANAGEMENT EXPERTISE TO THE POLICE DEPARTMENT; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park Police Department has identified the need for specialized crisis management expertise to enhance officer preparedness, response strategies, and community engagement during critical incidents; and

WHEREAS, Laura Cole is a recognized crisis management expert with the qualifications and experience necessary to provide these professional services; and

WHEREAS, the proposed professional services agreement engages Laura Cole for a one-year term at an annual cost of $36,000, to provide consultation, training, and crisis management support to the Town of Pembroke Park Police Department; and

WHEREAS, the Town Commission finds that entering into this agreement is in the best interests of the Town and its residents to strengthen public safety and ensure effective crisis response.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA THAT:

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

Section 2. The Town Commission hereby approves the professional services agreement with Laura Cole, Crisis Management Expert, for a one-year term at $36,000 annually.

Section 3. The Town Manager are authorized to execute the agreement and take all necessary steps to implement this Resolution.

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

PASSED AND ADOPTED this 10th day of September, 2025.

_____
MAYOR GEOFFREY JACOBS

ATTEST:

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____
JACOB HOROWITZ
Town Attorney

PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT, dated the _____ day of _____, 2025, by and between:

Town of Pembroke Park, a municipal corporation of the State of Florida with a business address of **3150 S.W. 52nd Avenue, Pembroke Park, FL 33023** (hereinafter referred to as the "TOWN")

and

Cole Pro Media Corp., authorized to do business in the State of Florida, with a business address of **2771 NE 57 Court, Ft. Lauderdale, FL 33308** (hereinafter referred to as the "CONSULTANT"). TOWN and CONSULTANT may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, TOWN and CONSULTANT agree as follows:

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 TOWN seeks to engage CONSULTANT, as a professional service provider, as defined in Section 2-121 of the Town's Code of Ordinances; however, the services provided by the CONSULTANT, as more particularly described in Exhibit "A," shall not include any professional services as defined by Section 287.055, F.S.

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

ARTICLE 2
SERVICES AND RESPONSIBILITIES

2.1 CONSULTANT hereby agrees to perform general police department communications services**,** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof. In the event of any conflicts between this Agreement and Exhibit "A" this Agreement shall prevail.

2.2 CONSULTANT shall furnish all services, labor, equipment, 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 CONSULTANT hereby represents to TOWN, with full knowledge that TOWN is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience and manpower to perform the services to be provided by CONSULTANT pursuant to the terms of this Agreement.

2.4 CONSULTANT assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the TOWN promptly advises CONSULTANT thereof in writing, CONSULTANT agrees to re-perform such deficient services without charge to the TOWN.

2.5 CONSULTANT shall not utilize the services of any sub-consultant without the prior written approval of TOWN.

ARTICLE 3
TERM AND TERMINATION

3.1 The term of this Agreement shall commence upon execution of this Agreement and shall terminate on September 30, 3026. This agreement may be renewed for additional one-year terms upon the mutual written consent of both parties.

3.2 This Agreement may be terminated by either party for cause, or by the TOWN for convenience, upon ten (10) days' written notice by the TOWN to CONSULTANT in which event the CONSULTANT shall be paid its compensation for services performed to termination date. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated, CONSULTANT shall indemnify the TOWN against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONSULTANT shall become the property of TOWN and shall be delivered by CONSULTANT to TOWN immediately.

3.3 SCRUTINIZED COMPANIES. CONSULTANT certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONSULTANT agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the TOWN may immediately terminate this Agreement for cause if the CONSULTANT, its affiliates, or its subConsultants are found to have submitted a false certification; or if the CONSULTANT, its affiliates, or its subConsultants are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

4.1 CONSULTANT shall be entitled to invoice TOWN on a monthly basis for services performed. The invoice shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by TOWN. TOWN shall pay CONSULTANT a fixed rate of $3,000 for all services rendered; however, the total compensation paid to CONSULTANT shall not exceed $36,000 each fiscal year.

4.2 TOWN will make its best efforts to pay CONSULTANT within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice.

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

4.4 Payment will be made to CONSULTANT at:

Accreditation Consulting Specialists
2114 N. Flamingo Road, #2136
Pembroke Pines, Florida 33028

ARTICLE 5
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

5.1 TOWN or CONSULTANT 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. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the TOWN, and must be contained in a written amendment, 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.

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

ARTICLE 6
INDEMNIFICATION

6.1 CONSULTANT 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 CONSULTANT, 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 third party property, judgments and attorneys' fees arising out of or in connection with the performance by CONSULTANT pursuant to this Agreement.

6.2 CONSULTANT 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 due to services furnished pursuant to this Agreement. CONSULTANT will defend and/or settle at its own expense any action brought against the TOWN to the extent that it is based on a claim that products or services furnished to TOWN by CONSULTANT pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

6.3 CONSULTANT'S aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by CONSULTANT, or extend to any claims brought subsequent to the expiration of warranty period outlined above. The TOWN's rights and remedies and CONSULTANT's liabilities as set forth in this Agreement, are exclusive, and the TOWN hereby releases CONSULTANT from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.

6.4 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONSULTANT and that Florida Statutes §725.06 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 CONSULTANT. 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.

ARTICLE 7
INSURANCE

7.1 The CONSULTANT shall indemnify and hold harmless the TOWN and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the TOWN or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONSULTANT or its employees, agents, servants, partners principals or subConsultants. The CONSULTANT shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the TOWN, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The CONSULTANT expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONSULTANT shall in no way limit the responsibility to indemnify, keep and save harmless and defend the TOWN or its officers, employees, agents and instrumentalities as herein provided.

7.2 CONSULTANT shall not commence work under this Agreement 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 CONSULTANT allow any subConsultant to commence work on his subcontract until all similar such insurance required of the subConsultant has been obtained and similarly approved.

7.3 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. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

7.4 Policies shall be endorsed to provide the TOWN with notice of cancellation or the CONSULTANT shall obtain written agreement from its Agent to provide the TOWN with notice of cancellation.

7.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the TOWN. 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 CONSULTANT 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 CONSULTANT shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONSULTANT shall be liable to TOWN for any lapses in service resulting from a gap in insurance coverage.

7.6 REQUIRED INSURANCE

7.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - $1,000,000
2. Fire Damage Limit (Damage to rented premises) - $100,000
3. Personal & Advertising Injury Limit - $1,000,000
4. General Aggregate Limit - $2,000,000
5. Products & Completed Operations Aggregate Limit - $2,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

The Town of Pembroke Park must be shown as an additional insured with respect to this coverage.

7.6.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the CONSULTANT engaged in the performance of the

scope of work associated with this Agreement. In the case any work is sublet, the CONSULTANT shall require the subConsultants similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. Coverage for the CONSULTANT and his subConsultants shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation:	Coverage A –	Statutory
2. Employers Liability:	Coverage B	$500,000 Each Accident
		$500,000 Disease – Policy Limit
		$500,000 Disease – Each Employee

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

7.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
   Combined Single Limit (Each Accident) - $1,000,000
2. Hired Autos (Symbol 8)
   Combined Single Limit (Each Accident) - $1,000,000
3. Non-Owned Autos (Symbol 9)
   Combined Single Limit (Each Accident) - $1,000,000

7.6.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than $1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

7.6.5 Sexual Abuse may not be excluded from any policy.

7.7 REQUIRED ENDORSEMENTS

7.7.1 The Town of Pembroke Park shall be named as an Additional Insured on each of the General Liability policies required herein
7.7.1 Waiver of all Rights of Subrogation against the TOWN
7.7.3 30 Day Notice of Cancellation or Non-Renewal to the TOWN
7.7.4 CONSULTANTs' policies shall be Primary & Non-Contributory
7.7.5 All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the TOWN

7.8 CONSULTANT shall name the TOWN, as an additional insured on each of the General Liability 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.

7.9 Any insurance required of the CONSULTANT pursuant to this Agreement must also be required by any subConsultant 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 subConsultant is covered by the protection afforded by the CONSULTANT and provided proof of such coverage is provided to TOWN. The CONSULTANT and any subConsultants shall maintain such policies during the term of this Agreement.

7.10 The TOWN reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

ARTICLE 8
INDEPENDENT CONSULTANT

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONSULTANT is an independent Consultant 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 CONSULTANT shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONSULTANT's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT, which policies of CONSULTANT shall not conflict with TOWN, State, H.U.D., or United States policies, rules or regulations relating to the use of CONSULTANT's Funds provided for herein. The CONSULTANT 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 CONSULTANT and the TOWN and the TOWN will not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9
VENUE

9.1 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 10
PUBLIC RECORDS

10.1 The Town of Pembroke Park is public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the CONSULTANT shall:

10.1.1 Keep and maintain public records required by the TOWN to perform the service;

10.1.2 Upon request from the TOWN's custodian of public records, provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

10.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONSULTANT shall destroy all copies of such confidential and exempt records remaining in its possession after the CONSULTANT transfers the records in its possession to the TOWN; and

10.1.4 Upon completion of the contract, CONSULTANT shall transfer to the TOWN, at no cost to the TOWN, all public records in CONSULTANT's possession. All records stored electronically by the CONSULTANT must be provided to the TOWN, upon request from the TOWN's custodian of public records, in a format that is compatible with the information technology systems of the TOWN.

10.2 The failure of CONSULTANT to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the TOWN may terminate the Agreement.

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

TOWN CLERK
3150 S.W. 52nd AVENUE
PEMBROKE PARK, FL 33023
(954) 966-4600
townclerk@tppfl.gov

ARTICLE 11
MISCELLANEOUS

11.1 **Ownership of Documents.** Reports, surveys, plans, 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. TOWN hereby agrees to use CONSULTANT's

work product for its intended purposes.

11.2 **Records.** CONSULTANT shall keep such records and accounts and require any and all subConsultants 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 CONSULTANT 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. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, F.S.

11.3 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent of TOWN. For purposes of this Agreement, any change of ownership of CONSULTANT 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.

11.4 **No Contingent Fees.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT 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 CONSULTANT 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.

11.5 **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, CONSULTANT and TOWN designate the following as the respective places for giving of notice:

TOWN: Town Manager
Town of Pembroke Park
3150 S.W. 52nd Avenue
Pembroke Park, Florida 33023
Telephone No. (954) 966-4600

Copy To: Jacob G. Horowitz, Town Attorney

Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

Consultant: Laura Cole, President
Cole Pro Media
2771 NE 57th Court
Fort Lauderdale, Florida 33308
Email: _____

11.6 **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.

11.7 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

11.8 **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.

11.9 **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.

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

11.11 **Legal Representation.** It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions 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.

11.12 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

11.13 **Scrutinized Companies** CONSULTANT, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

11.13.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

11.13.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

11.13.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

11.13.2.2 Is engaged in business operations in Syria.

11.14 **E-Verify** CONSUTLANT certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

11.14.1 Definitions for this Section:

11.14.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a Flagler or consultant.

11.14.1.2 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

11.14.1.3 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

11.14.2 Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S.

Department of Homeland Security's E-Verify System to verify the employment eligibility of:

11.14.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

11.14.2.2 All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town of Pembroke Park. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Pembroke Park; and

11.14.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

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

TOWN:

TOWN OF PEMBROKE PARK, FLORIDA

ATTEST:

_____ By: _____

CYNTHIA LIMA-GARCIA, TOWN CLERK

MAYOR GEOFFREY JACOBS

APPROVED AS TO FORM:

_____

OFFICE OF THE TOWN ATTORNEY

CONSULTANT:

Cole Pro Media

By: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared **_____,** on behalf of Accreditation Consulting Specialists 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 _____, **2025**.

_____
NOTARY PUBLIC

_____
(Name of Notary Typed, Printed or Stamped)

EXHIBIT "A"
(SCOPE OF SERVICES)

Advisor available seven days a week including holidays.

Training, Advising and Work Product to Include:

- Every other month check-ins or working sessions in person or by Zoom
    - Debriefs on current events affecting law enforcement across the country
    - Training tailored to condensed communications plan
    - Training on social media updates and trends
- Train and support communications team
- One-year condensed communications plan tailored to PD goals
- Tactical plan to implement communications strategy
- Weekly communication with communications team
- Adjustment and recalibration as needed
- Access to Cole Pro Media during times of crisis for support with timely and accurate communications

Agenda Item Report

Subject:	Consideration and Approval of Agreement with ClearGov for the Finance Department - Finance Director Daverman RESOLUTION NO.: 2025-037 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH CLEARGOV FOR THE FINANCE DEPARTMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - September 10, 2025
Prepared For:	Town Commission
Staff Contact:	Finance Director, Finance & Budget Director
Dept/Group:	Finance
Recommendation for Counsel to consider:	
Background Information:	The Finance Department is requesting approval of an agreement with ClearGov, a cloud-based budgeting and financial transparency platform. ClearGov provides tools for budget development, performance management, and public transparency, which will enhance departmental efficiency and improve the Town's ability to present financial information to the public in a clear and accessible manner.
Staff Recommendations:	
Procurement:	Sole Source
Financial Implications:	
Alternatives:	

ATTACHMENTS:

Resolution No. 2025-037
Pembroke Park FL DBB TR SO - Pro-Rata '25
Terms & Conditions
Pembroke Park ClearGov Sole Source Provider Letter

RESOLUTION NO. 2025-037

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH CLEARGOV FOR THE FINANCE DEPARTMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park Finance Department requires enhanced tools and services for budget management, financial transparency, and reporting; and

WHEREAS, ClearGov provides financial management and transparency solutions that will assist the Town in streamlining operations, improving reporting, and enhancing communication with the public; and

WHEREAS, the Town Commission finds that entering into an agreement with ClearGov will benefit the Finance Department and the residents of the Town by providing greater efficiency and accountability in financial management.

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

SECTION 1. The agreement with ClearGov for the Finance Department is hereby approved.

SECTION 2. The Town Manager is hereby authorized to execute the agreement and any necessary documents to implement the services, subject to approval as to form and legality by the Town Attorney.

SECTION 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. If any section, subsection, sentence, clause, or provision of this Resolution is held invalid, the remainder shall not be affected and shall remain in full force and effect.

SECTION 5. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this ____ day of September, 2025.

_____
MAYOR GEOFFREY JACOBS

ATTEST:

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____
JACOB HOROWITZ
Town Attorney

ClearGov®

2 Mill & Main; Suite 630; Maynard, MA 01754

Service Order

Created by	Sean Galloway
Contact Phone	712-204-3686
Contact Email	sgalloway@cleargov.com

Order Date	Jun 13, 2025
Order valid if signed by	**Aug 15, 2025**

Customer Information

Customer	Town of Pembroke Park	**Contact**	James Davermann	**Billing Contact**	
Address	3150 SW 52nd Ave	**Title**	Budget and Finance Director	**Title**	
City, St, Zip	Pembroke Park , FL 33023	**Email**	financedirector@tppfl.gov	**Email**	
Phone	954-966-4600			**PO # (If any)**	

The Services you will receive and the Fees for those Services are...

Set up Services	Tier/Rate	Service Fees
ClearGov Setup: Includes activation, onboarding and training for ClearGov solutions	Tier 1	$ 7,200.00
ClearGov Setup: Bundle Discount - Discount for bundled solutions	Tier 1	$ (1,800.00)
Total ClearGov Setup Service Fee - Billed ONE-TIME		**$ 5,400.00**
Subscription Services	**Tier**	**Service Fees**
ClearGov Base Platform - Civic Edition	Tier 1	$ 1,000.00
ClearGov Digital Budget Book - Civic Edition	Tier 1	$ 5,500.00
ClearGov Transparency - Civic Edition	Tier 1	$ 4,800.00
Bundle Discount: Base Platform (10%)	Tier 1	$ (100.00)
Bundle Discount: Modules (10%)	Tier 1	$ (1,030.00)
Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE		**$ 10,170.00**

ClearGov will provide your Services according to this schedule...

Period	Start Date	End Date	Description
Setup	Nov 1, 2025	Nov 1, 2025	ClearGov Setup Services
Pro-Rata	Nov 1, 2025	Sep 30, 2026	ClearGov Subscription Services
Initial	Oct 1, 2026	Sep 30, 2029	ClearGov Subscription Services

To be clear, you will be billed as follows...

Billing Date(s)	Amount(s)	Notes
Nov 1, 2025	$5,400.00	One Time Setup Fee
Nov 1, 2025	$9,322.50	11 Month Pro-Rata Subscription Fee
Oct 1, 2026	$10,170.00	Annual Subscription Fee

Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein.

Billing Terms and Conditions		
Valid Until	**Aug 15, 2025**	Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.
Payment	**Net 30**	All invoices are due Net 30 days from the date of invoice.
Initial Period Rate Increase	3% per annum	During the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.
Rate Increase	6% per annum	After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.

General Terms & Conditions	
Appropriations	ClearGov acknowledges that this Service Order is subject to ongoing appropriations by Customer's applicable appropriating body and/or board of directors.
Customer Satisfaction Guarantee	During the first thirty (30) days of the Service, Customer shall have the option to terminate the Service, by providing written notice. In the event that Customer exercises this customer satisfaction guarantee option, such termination shall become effective immediately and Customer shall be eligible for a full refund of the applicable Service Fees.
Statement of Work	ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work. Please note that ClearGov will not activate and/or implement services for any Customer with outstanding balance past due over 90 days for any previous subscription services.
Taxes	The Service Fees and Billing amounts set forth above in this ClearGov Service Order **DO NOT** include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.
Term & Termination	Subject to the termination rights and obligations set forth in the ClearGov BCM Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service(s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period. To be clear, Customer shall have the option to Terminate this Service Order on an annual basis by providing notice at least sixty (60) days prior to the end of the then current Annual Term.
Auto-Renewal	After the Initial Period, the Service Period for any ClearGov Annual Subscription Services shall automatically renew for successive annual periods (each an ***"Annual Term"***), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term.
Agreement	The signature herein affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the ClearGov BCM Service Agreement found at the following URL: http://www.ClearGov.com/terms-and-conditions. This Service Order incorporates by reference the terms of such ClearGov BCM Service Agreement.

Customer	
Signature	
Name	David Lynch
Title	Town Manager

ClearGov, Inc.	
Signature	Bryan A Burdick
Name	Bryan A. Burdick
Title	President

Please e-mail signed Service Order to Orders@ClearGov.com or Fax to (774) 759-3045

Order type (ClearGov internal use only)			
Select Order Type for this Service Order	NL	**If XS: Original Service Order Date**	

Statement of Work

This Statement of Work outlines the roles and responsibilities by both ClearGov and Customer required for the activation and onboarding of the ClearGov Service. ClearGov will begin this onboarding process upon execution of this Service Order. All onboarding services and communications will be provided through remote methods - email, phone, and web conferencing.

ClearGov Responsibilities

- ClearGov will activate ClearGov Service subscription(s) as of the applicable Start Date(s). ClearGov will create the initial Admin User account, and the Customer Admin User will be responsible for creating additional User accounts.

- ClearGov will assign an Implementation Manager (IM) responsible for managing the activation and onboarding process. ClearGov IM will coordinate with other ClearGov resources, as necessary.

- ClearGov IM will provide a Kickoff Call scheduling link to the Customer's Primary Contact. Customer should schedule Kickoff Call within two weeks after the Service Order has been executed.

- If Customer is subscribing to any products that require data onboarding:
  - ClearGov IM will provide a Data Discovery Call scheduling link to the Customer's Primary Contact. Customer should schedule Data Discovery Call based on the availability of Customer's staff.
  - ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s).
  - ClearGov will review financial data files and confirm that data is complete, or request additional information, if necessary. Once complete financial data files have been received, ClearGov will format the data, upload it to the ClearGov platform and complete an initial mapping of the data.
  - After initial mapping, ClearGov will schedule a Data Review call with a ClearGov Data Onboarding Consultant (DOC), who will present how the data was mapped, ask for feedback, and address open questions. Depending upon Customer feedback and the complexity of data mapping requests, there may be additional follow-up calls or emails required to complete the data onboarding process.

- ClearGov will inform Customer of all training, learning, and support options. ClearGov recommends all Users attend ClearGov Academy training sessions and/or read Support Center articles before using the ClearGov Service to ensure a quick ramp and success. As needed, ClearGov will design and deliver customized remote training and configuration workshops for Admins and one for End Users - via video conference - and these sessions will be recorded for future reference.

- ClearGov will make commercially reasonable efforts to complete the onboarding/activation process in a timely fashion, provided Customer submits financial data files and responds to review and approval requests by ClearGov in a similarly timely fashion. Any delay by Customer in meeting these deliverable requirements may result in a delayed data onboarding process. Any such delay shall not affect or change the Service Period(s) as set forth in the applicable Service Order.

Customer Responsibilities

- Customer's Primary Contact will coordinate the necessary personnel to attend the Kickoff and Data Discovery Calls within two weeks after the Service Order has been executed. If Customer needs to change the date/time of either of these calls, the Primary Contact will notify the ClearGov IM at least one business day in advance.

- If Customer is subscribing to any products that require data onboarding:
  - Customer will provide a complete set of requested financial data files (revenue, expense, chart of accounts, etc.) to ClearGov in accordance with the requirements provided by ClearGov.
  - Customer's Primary Contact will coordinate the necessary personnel to attend the Data Discovery and Data Review calls. It is recommended that all stakeholders with input on how data should be mapped should attend. Based on these calls and any subsequent internal review, Customer shall provide a detailed list of data mapping requirements and requested changes to data mapping drafts in a timely manner, and Customer will approve the final data mapping, once completed to Customer's satisfaction.

- Customer will complete recommended on-demand training modules in advance of customized training & configuration workshops.

- Customer shall be solely responsible for importing and/or inputting applicable text narrative, custom graphics, performance metrics, capital requests, personnel data, and other such information for capital budget, personnel budget, budget books, projects, dashboards, etc.

Addendum to Terms and Conditions

The following shall be included as part of the ClearGov Agreement (the "Proposal") between the **Town of Pembroke Park**, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 3150 S.W. 52nd Avenue, Pembroke Park, FL 33023 ("Town") and **ClearGov, Inc.** with offices at 2 Mill & Main, Suite 630, Maynard, MA 01754 ("CGI"). In the event of any conflict between the language in the Proposal and this Addendum, the terms of this Addendum shall take precedence.

1. **Payment Terms**

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

2. **Governing Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

3. **Sovereign Immunity**

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

4. **Termination.**

Notwithstanding anything contained in the Proposal or herein to the contrary, the Town may terminate this Agreement for convenience by providing CGI with no less than thirty (30) days of its intention to termination. In the event of a termination pursuant to this section, CGI shall be entitled to compensation for all services rendered through the date of such termination.

5. **Non-Discrimination & Equal Opportunity Employment**

During the performance of the Agreement, neither CGI nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CGI 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. CGI further agrees that CGI will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

6. **Independent Contractor**

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that CGI 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. CGI shall retain sole and absolute discretion in the judgment of the manner and means of carrying out STS's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CGI. CGI 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 takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the CGI Products and Services; however, the CGI Products and Services are provided "AS IS" and as available. This Agreement shall not be construed as creating any joint employment relationship between CGI and the Town and the Town will not be liable for any obligation incurred by CGI, including but not limited to unpaid minimum wages and/or overtime premiums.

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.

8. **Assignments; Amendments**

This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CGI without the prior written consent of Town. For purposes of this Agreement, any change of ownership of CGI 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.

9. **Public Records**

9.1 The Town of Pembroke Park is a public agency subject to Chapter 119, Florida Statutes. CGI shall comply with Florida's Public Records Law. Specifically, CGI shall:

9.1.1 Keep and maintain public records required by the Town to perform the service;

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

9.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, CGI shall destroy all copies of such confidential and exempt records remaining in its possession after CGI transfers the records in its possession to the Town, unless otherwise required by law; and

9.1.4 Upon completion of the Agreement, CGI shall ensure the transfer to the Town, at no cost to the Town, all public records in CGI's possession. All records stored electronically by CGI must be provided to the Town, upon request from the Town's custodian of public records, in a format that is

compatible with the information technology systems of the Town.

9.2 The failure of CGI to comply with the provisions set forth in this Article shall constitute a default and breach of this Agreement, for which, the Town may terminate the Agreement by providing CGI with at least thirty (30) days prior, provided, however, that CGI will be given the opportunity to cure the breach within said period of time.

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

TOWN CLERK
3150 SW 52nd Avenue
Pembroke Park, FL 33023
(954) 966-4600 #235
townclerk@tppfl.gov

10. **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 or by email. For the present, CGI and Town designate the following as the respective places for giving of notice:

TOWN: Town Manager
Town of Pembroke Park
3150 SW 52nd Avenue
Pembroke Park, Florida 33023
Telephone No. (954) 966-4600

Copy To: Jacob G. Horowitz, Interim Town Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Email: jhorowitz@gorencherof.com

CGI: ClearGov, Inc.
2 Mill & Main, Suite 630
Maynard, MA 01754
Telephone No. (855) 553-2715

11. **Attorneys' 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.

12. **Counterparts and Execution.** This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

13. **Scrutinized Companies**
CGI, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

13.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

13.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

13.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

13.2.2 Is engaged in business operations in Syria.

14. **E-Verify**
CGI certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

14.1 Definitions for this Section:

14.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a CGI or consultant.

14.1.2 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

14.1.3"E-Verify system" means an Internet-based system operated by the United States

Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

14.2 Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

14.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

14.2.2 All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town of Pembroke Park. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Pembroke Park; and

14.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SIGNATURE PAGE TO FOLLOW

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

TOWN:

TOWN OF PEMBROKE PARK

ATTEST:

BY:_____
GEOFFREY JACOBS
MAYOR

_____
CYNTHIA GARCIA-LIMA,
TOWN CLERK

APPROVED AS TO FORM.

_____
JACOB G. HOROWITZ
TOWN ATTORNEY

CLEARGOV INC:

Signed By: _____

Print Name: _____

Title: _____

August 5, 2025

Stephanie Woodbury
Town of Pembroke Park
3150 SW 52nd Ave
Pembroke Park, FL 33023

Dear Stephanie Woodbury,,

ClearGov provides unique budgeting and transparency software solutions for local government agencies: towns, cities, counties, school districts, special districts, etc. More than 1,000 customers have purchased the ClearGov platform via sole source. Specifically, this letter confirms that ClearGov, Inc. is the sole source provider for the following products:

- ClearGov Digital Budget Book
- ClearGov Transparency

All of these products are proprietary software solutions for which ClearGov, Inc. exclusively owns all intellectual property rights, and these products are protected by copyrights, trademarks and service marks. In addition, there are no agents or dealers authorized to represent any of these ClearGov products.

Furthermore, no other company offers this combination of functions:

Digital Budget Book:

- Ability to automatically create a customizable budget book template
- Ability to create and present a budget book via an interactive Website
- Ability to deliver budget book in a single website with built-in navigation - not multiple tabs
- Includes built-in GFOA and ASBO award criteria guidelines
- Includes templated pages for fund pages, department pages, revenue pages, etc.
- Includes a pre-populated, customizable glossary of terms
- Automatically populates pages with financial data, charts, tables, etc.
- Collaborative workflows for multi-user editing and creation of budget book pages
- Ability to embed dynamic data into narrative text throughout budget book
- Ability to embed customizable Financial Statements throughout budget book
- Ability to automatically update financial data throughout budget book
- Ability to upload and embed images, spreadsheets and other objects into budget book pages

- Ability to add links to attachments within budget book pages
- Ability to customize colors, fonts, graphics and other look & feel components
- Ability to create and embed custom financial and non-financial charts, graphs and tables
- Includes organization chart builder
- Ability to automatically embed submitted and approved capital improvement projects
- Ability to automatically publish an online, accessible version of the budget book and integrate directly into any Website
- Ability to duplicate the budget book & update financial data as the basis for next FY budget book
- Ability to automatically format and print to .PDF any portion of the budget book and/or the complete budget book with dynamic Table of Contents and page numbering
- Seamless integration with Operational Budgeting and Capital Budgeting modules

Transparency:

- Ability to provide fiscal transparency via automated infographic profiles
- Ability to view financial data via multiple ERP dimensions, i.e. department, object, rev. source, etc.
- Includes drill-down functionality to view financial information in granular detail
- Includes census demographic profile data
- Ability to add commentary/context to all panels, charts and graphs within the transparency profile
- Ability to add custom panels to transparency profile
- Ability to display budget vs. actuals and provide regular updates
- Ability to display historical and forecasted financial figures
- Ability to create custom graphs and embed them in the transparency profile and/or directly in the municipal website.
- Ability to present a CIP website module with timelines, public commentary and a map of capital project locations
- Ability to share images, project plans, progress reports, etc. for capital projects
- Ability to present a breakdown of capital project funding sources and expenditures over time
- Ability for site visitors to subscribe to email notifications for project updates
- Ability to include department dashboards to communicate key performance metrics, including financial and non-financial graphs and metrics
- Ability to deliver a searchable, filterable open checkbook to provide check-level detail transparency
- Seamless integration with Capital Budgeting and Operational Budgeting modules

We look forward to having the opportunity to work with you. Please let me know if you have any questions or require additional information.

Sincerely yours,



Bryan A. Burdick
President, ClearGov, Inc.
bburdick@cleargov.com
(508) 298-8062

Agenda Item Report

Subject:	Consideration and Approval of the 2025 Amended and Restated Transportation System Surtax Interlocal Agreement (Third Amendment) – Public Services Director Jeff Odoms RESOLUTION NO.: 2025-038 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE 2025 AMENDED AND RESTATED TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT), SUBSTANTIALLY IN THE FORM ATTACHED AS EXHIBIT "A" AND INCORPORATED HEREIN; AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE THE INTERLOCAL AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - September 10, 2025
Prepared For:	Town Commission
Staff Contact:	Jeff Odoms, Public Services Director
Dept/Group:	Public Works
Recommendation for Counsel to consider:	
Background Information:	• On June 10, 2025, the Broward County Commission approved the 2025 Amended and Restated Transportation System Surtax Interlocal Agreement (Third Amendment), substantially in its final form, updating the agreement between Broward County and participating municipalities. • This Third Amendment fully restates the Interlocal Agreement and includes key enhancements, such as: a. A new formula-based funding allocation model using municipal centerline mileage for road maintenance and on-demand transportation. b. Streamlined methods for addressing Cycle 1 project statuses and potential project termination for those lacking funding agreements. c. Expanded definitions of eligible uses including micro-transit services, standalone sidewalks, greenways, and revenue-generating parking initiatives. d. Establishment of a Grant Match Program for municipalities, enabling surtax proceeds to match competitive state and federal transportation grants

Staff Recommendations:	Staff recommends the Commission approve the 2025 Amended and Restated Transportation System Surtax Interlocal Agreement (Third Amendment) and authorize the appropriate officials to execute it.
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

Resolution No. 2025-038
Amended and Restated ILA (3rd Amendment) 6-11-25 FINAL EXECUTION COPY

RESOLUTION NO. 2025-038

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING THE 2025 AMENDED AND RESTATED TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT), SUBSTANTIALLY IN THE FORM ATTACHED AS EXHIBIT "A" AND INCORPORATED HEREIN; AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE THE INTERLOCAL AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Broward County approved the 2025 Amended and Restated Transportation System Surtax Interlocal Agreement (Third Amendment) in substantial form on June 10, 2025, and;

WHEREAS, approval by majority of the municipalities in Broward County is needed, as well as approvals by municipalities that include fifty percent (50%) of the County's population, and;

WHEREAS, the Town Commission approves the Third Amendment so that the Town can be a signatory to the Third Amendment and confirm that the Town is ready to accept and consider the project-specific funding agreements for the Town's approved surtax properties; and

WHEREAS, the Town Commission finds that approving the Third Amendment to the County's surtax interlocal agreement is in the best interests of the citizens and residents of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK TOWN THAT:

Section 1. The above recitals are hereby adopted by the Town of Pembroke Park as its legislative findings relative to the subjects and matters set forth in this Resolution.

Section 2. The 2025 Amended and Restated Transportation System Surtax Interlocal

Agreement (Third Amendment) between the Town and County, attached as Exhibit "A," is hereby approved substantially in form.

Section 3. The appropriate Town officials are authorized to execute the Third Amendment, attached substantially in form as Exhibit "A."

Section 4. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, it is the intent of the Town Commission that such invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provision or application and, to this end, the provisions of this Resolution are declared severable.

Section 5. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

Section 6. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 10th day of September, 2025.

_____
MAYOR GEOFFREY JACOBS

ATTEST:

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____
JACOB HOROWITZ
Town Attorney

EXHIBIT A

2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)

This 2025 Amended and Restated Transportation System Surtax Interlocal Agreement ("2025 ILA") is entered into among Broward County, a political subdivision of the State of Florida ("County"), the municipalities that formally approved and are a party to the Transportation System Surtax Interlocal Agreement that was executed by County on August 29, 2018, and such additional municipalities that are signatories to this 2025 ILA (collectively, the "Municipalities" and each a "Municipality"), and the Broward County City Managers' Association, Inc. ("BCCMA"). County, Municipalities, and the BCCMA are each a "Party," and collectively referred to as the "Parties."

RECITALS

A. Pursuant to Section 31½-71, et seq., of the Broward County Code of Ordinances ("Transportation Surtax Ordinance"), a 30-year 1% transportation surtax ("Transportation Surtax") was levied after approval by referendum of the general electorate at the General Election on November 6, 2018, with the proceeds to be expended for authorized transportation and transit projects in accordance with applicable law, including Section 212.055(1), Florida Statutes.

B. On or about November 8, 2018, County and Municipalities entered the Transportation Surtax Interlocal Agreement that addressed the distribution of proceeds of the Transportation Surtax ("Original ILA"). The Original ILA was amended in June 2019 ("First Amendment"), and in March 2021 ("Second Amendment"), further defining the relationship between the parties thereto, and adding the Broward Metropolitan Planning Organization ("BMPO") as a party for purposes of the evaluation and ranking of certain capital projects for potential Transportation Surtax funding (the Original ILA, as amended by the two amendments, is referred to herein as the "ILA").

C. The portion of Transportation Surtax Proceeds (as defined herein) that County previously committed to distribute to Municipalities has, to the best of each Party's knowledge, been properly distributed for municipal programs and projects that were deemed statutorily eligible for Transportation Surtax funding under Section 212.055(1), Florida Statutes, such as community shuttle programs; capital planning, design, and projects; and road rehabilitation and maintenance projects.

D. As the Parties' working knowledge and experience with the Transportation Surtax program has increased, the Parties have determined it would be beneficial to fully restate the ILA, including (i) to address the status of the remaining Cycle 1 Projects and the ability of County to terminate such projects that are not under a Surtax Funding Agreement; (ii) to reprioritize the current distribution of Transportation Surtax funding to Municipalities among Community Shuttle, Capital Projects, and Rehabilitation and Maintenance (R&M) Projects; (iii) to provide for a new Formula-based Funding model as defined in Section 4.3.1. for R&M Projects and On-Demand Transportation during County Fiscal Years 2026 to 2032, subject to availability of

Transportation Surtax funding; (iv) to create new means of allowing Municipalities the ability to obtain Transportation Surtax funding to be used as required local match in relation to state and federal appropriations and grants; (v) to streamline the manner by which projects funded by the Transportation Surtax are placed under Surtax Funding Agreements; (vi) to provide Municipalities with flexibility on how each will use Formula-based Funding from the Transportation Surtax; (vii) to permit multiple Municipalities to collaborate on the joint management of their Community Shuttle programs; (viii) to permit the ILA to be more easily modified, if and as required, to more efficiently and effectively distribute the Transportation Surtax Proceeds committed to Municipalities; and (ix) to describe the role that the BCCMA will have in connection with certain parts of the programs established between County and Municipalities.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree to amend and restate the Interlocal Agreement, in its entirety, as follows:

ARTICLE 1. RECITALS; DEFINITIONS; AND EXHIBITS

1.1. Recitals. The above-stated Recitals are true and correct and are incorporated herein by this reference.

1.2. Definitions. The terms below have the following meanings as used in this 2025 ILA:

1.2.1. ***Adopted Municipal Transportation Surtax Funding*** means the percentage and dollar amount of Transportation Surtax Proceeds that is anticipated by County to be received in the applicable Fiscal Year and that is budgeted in the subsequent Fiscal Year's County budget, as adopted by the County Commission, to be used for Community Shuttle and Eligible Municipal Projects for the applicable County Fiscal Year budget.

1.2.2. ***Annual True-Up*** means County's annual determination (typically to occur in April or May of each year after the annual financial audit of the Transportation Surtax funds received in the prior Fiscal Year) of whether the County satisfied its Minimum Annual Guarantee commitment in the prior Fiscal Year. For example purposes, in April/May 2026, the results from the Fiscal Year 2025 annual financial audit will be completed and a determination will be made as to whether County met the Minimum Annual Guarantee commitment for Fiscal Year 2025.

1.2.3. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, including without limitation the Americans with Disabilities Act of 1990 ("ADA"), as each may be amended.

1.2.4. ***CBE*** means a County Business Enterprise, as defined in Section 1-81.1, Broward County Code of Ordinances.

1.2.5. ***Centerline Miles*** means the aggregate length of roads under the jurisdiction of a Municipality, regardless of the number of lanes in such roads, as reported and updated by FDOT, typically on an annual basis.

1.2.6. ***Community Shuttle*** means the capital and operating expenses associated with existing, new, and/or expanded public transportation services, operated by one or more Municipalities within their jurisdictions, that supplement fixed-route mass transit service and that are available to persons traveling within the applicable Municipality or Municipalities.

1.2.7. ***County Commission*** means the Broward County Board of County Commissioners.

1.2.8. ***Cycle 1 Ranked Projects*** means the municipal projects not currently under a Surtax Funding Agreement listed in **Exhibit A** to this 2025 ILA.

1.2.9. ***Effective Date*** means the date of complete execution of this 2025 ILA by County, the BCCMA, and by such Municipalities that both (i) constitute a majority of the Municipalities that are a party to the Original ILA, as amended by the First Amendment and the Second Amendment, and (ii) cumulatively represent more than 50% of County's total population.

1.2.10. ***Eligible Municipal Project*** means a Municipal Capital Project, Municipal R&M Project, or On-demand Transportation Services that, pursuant to Section 212.055(1)(d), Florida Statutes, is statutorily eligible to receive funding from the Transportation Surtax pursuant to this 2025 ILA.

1.2.11. ***FDOT*** means the Florida Department of Transportation.

1.2.12. ***Fiscal Year*** means County's fiscal year, which begins on October 1 of each year and ends on September 30 of the following calendar year.

1.2.13. ***MAP Administration*** means County's Mobility Advancement Program Administration staff.

1.2.14. ***Minimum Annual Guarantee*** means County's commitment to utilize at least ten percent (10%) of the Transportation Surtax Proceeds to fund, collectively, Community Shuttle and Eligible Municipal Projects pursuant to the terms and conditions of this 2025 ILA.

1.2.15. ***Municipal Capital Project Tails*** means the remaining phases (e.g., design and/or construction) of Cycles 3 through 5 of Municipal Capital Projects that were approved for Transportation Surtax funding as of the Effective Date, but that included a future phase that was not included in an existing Municipal Five-Year Plan as of the Effective Date.

1.2.16. ***Municipal Capital Projects*** means design and/or construction phase municipal capital improvement projects for transportation purposes, including new or expanded roads, sidewalks, bike paths, bridges, transportation facilities (e.g., bus shelters, etc.), permanent transportation assets (e.g., motorized/non-motorized sensors), and similar transportation elements. Municipal Capital Projects do not include planning projects.

1.2.17. ***Municipal Five-Year Plan*** means the program of Transportation Surtax-funded Eligible Municipal Projects over a rolling period of the next five Fiscal Years, which program is subject to County Commission decisions regarding budgeting and appropriation of Transportation Surtax Proceeds for each applicable Fiscal Year. A Fiscal Year reference to a Five-Year Plan means the plan for the five years commencing with the stated Fiscal Year, such that "Fiscal Year 2025 Five-Year Plan" means the Five-Year Plan for the period that begins on October 1, 2024, and ends on September 30, 2029.

1.2.18. ***Municipal Capital Project Contingency*** means Transportation Surtax Proceeds allocated by the County Commission for the purpose of covering unforeseen Municipal Capital Project costs in a project's construction phase (e.g., tariffs, inflation/cost escalation, etc.), up to either a maximum of five percent (5%) of the total cost of construction or such higher maximum not-to-exceed amount if approved by County pursuant to Section 4.4.4.

1.2.19. ***Municipal R&M Projects*** means Eligible Municipal Projects that involve the rehabilitation of a road or other transportation-related capital improvement (e.g., sidewalks, bike paths, road and roadway lighting, road drainage, bus shelter, etc.) or asset (e.g., motorized/non-motorized sensors, etc.) to restore it to a safe and functional condition and/or preventative maintenance of any of the foregoing to preserve it from failure or decline. Municipal R&M Projects do not include, without limitation: mowing; tree trimming; pressure cleaning; painting; irrigation repairs; landscaping repairs and maintenance; cleaning and maintenance of catch basins, storm drains, and pipes; or any rehabilitation and maintenance of pathways or greenways that are purely recreational in nature and not for transportation purposes (including but not limited to self-contained (i) sidewalks, (ii) greenways, (iii), running paths, or (iv) cycling paths).

1.2.20. ***Municipal Single Point of Contact*** means an individual municipal employee designated in writing by the applicable Municipality to the BCCMA to represent its interests; send and receive communications related to the surtax program; and communicate regarding the Municipality's approved surtax projects, services, and initiatives.

1.2.21. ***New Municipal Capital Projects*** means all Municipal Capital Projects other than (a) each Municipal Capital Project approved during Cycles 1 through 5, and (b) Municipal Capital Project Tails.

1.2.22. ***On-demand Transportation Services*** shall have the meaning as provided in Section 212.055(1)(e), Florida Statutes, as may be amended. As of the Effective Date, the term "On-demand Transportation Services" means transportation provided between flexible points of origin and destination selected by individual users with such service being provided at a time that is agreed upon by the user and the provider of the service and that is not fixed-schedule or fixed-route in nature.

1.2.23. ***Oversight Board*** means the Independent Transportation Surtax Oversight Board established by the Transportation Surtax Ordinance.

1.2.24. ***Road*** shall have the general meaning as stated in the Florida Transportation Code, Section 334.03(22), Florida Statutes, as amended. As of the Effective Date, "road" means "a way open to travel by the public, including, but not limited to, a street, highway, or alley." Absent express conflicting modification to that statutory definition of "road," for the purposes of this 2025 ILA: a "road" includes, without limitation, a roadway (i.e., a road meant for vehicular travel), a bicycle path, a sidewalk, or other modality whereby pedestrians, cyclists, or drivers of motorized vehicles may travel from one place to another. Notwithstanding anything to the contrary in the Florida Transportation Code definition of "road," for purposes of this 2025 ILA, a "road" does not include, among other things, privately owned roads or roadways, privately owned rights-of-way, roads or roadways within gated communities, self-contained pathways such as running/walking tracks, self-contained bicycle pathways (such as biking courses within parks), or other pathways intended primarily for recreational (rather than transportation) purposes.

1.2.25. ***Surtax Funding Agreement*** means an interlocal agreement executed by County and the applicable Municipality, pursuant to Section 212.055(1), Florida Statutes, in the form acceptable to County, that provides for the remittance of Transportation Surtax funds to the Municipality for a specific Eligible Municipal Project or expenditure.

1.2.26. ***Transportation Surtax Proceeds***, except where the context indicates otherwise, means the amount of Transportation Surtax funds County received for the applicable Fiscal Year from the Florida Department of Revenue, exclusive of the five percent (5%) set-aside amount required by Section 129.01(2)(b), Florida Statutes.

1.3. Exhibits. The following exhibits are incorporated into this 2025 ILA:

Exhibit A	**Cycle 1 Ranked Projects Not Under a Surtax Funding Agreement**
Exhibit B	**Fiscal Year 2026 Formula-based Funding Amounts**
Exhibit C	**List of Municipal Capital Project Tails**
Exhibit D	**Municipal Projects Awarded for Fiscal Years 2020 – 2029**

ARTICLE 2. ELIGIBLE MUNICIPAL PROJECTS

To constitute an Eligible Municipal Project, in addition to meeting the requirements contained within Section 212.055(1), Florida Statutes, the proposed project must meet the following eligibility criteria, as applicable:

2.1. Primarily Public Benefit: No proposed Eligible Municipal Project relating to a road is eligible for Transportation Surtax funding unless the primary benefit of such project is associated with a public road or public right-of-way. Proposed projects located within gated communities and other nonpublic roads or nonpublic rights-of-way are not eligible for funding under this 2025 ILA.

2.2. Street Lighting: A proposed Eligible Municipal Project that includes improvements to lighting systems is only eligible if it illuminates the road or public right-of-way primarily for the benefit of vehicles, pedestrians, or bicyclists. Such street lighting work may be a component of a Municipal Capital Project that included phases that were funded earlier with Transportation Surtax funds and/or different funding source. Municipalities must obtain a lighting justification report consistent with any applicable written County and FDOT policies as well as the criteria outlined in the version of the Florida Greenbook in use at the time the design and construction work are being performed.

2.3. Drainage: Public road stormwater drainage system improvements are eligible to the extent the applicable Municipality obtains certification from a licensed Florida professional engineer stating that the drainage improvements primarily address stormwater runoff from public property onto a public road or public right-of-way. Drainage improvements onto or from private roads and/or developments may have partial eligibility if the drainage improvements primarily benefit a public road or right-of-way.

2.4. Sound Walls: Noise abatement projects involving the construction or improvement to sound walls are only eligible for Transportation Surtax funding if the requested sound wall: (1) (a) is part of an Eligible Municipal Project involving the addition of through lanes to an existing roadway; (b) alters the roadway alignment significantly; or (c) involves the construction of a new roadway; and (2) is also consistent with any applicable written County and FDOT policies as well as the criteria outlined in the version of the Florida Greenbook in effect at the time the project design and construction work are being performed.

2.5. Fiber-Optic Improvements/Real-time Transportation Signage: A proposed Eligible Municipal Project relating to the installation or improvement to real-time transportation signage (e.g., traffic warnings, notifications of roadway closures, etc.) that involves fiber-optic improvements or connections is eligible for Transportation Surtax funding only if access to the fiber-optic system has received written approval from all entities that are responsible for maintaining and operating that fiber-optic system.

2.6. Landscaping: Landscaping improvements are only eligible if within the public road right-of-way immediately adjacent to the road improvement project at issue. Such landscaping improvements may be a component of a Municipal Capital Project that included phases that were funded earlier with Transportation Surtax funds and/or different funding source.

2.7. Parking: Improvements used for park-and-ride (or other transit-oriented development parking) that serves the public are eligible, provided that any parking fees charged that exceed the actual costs of operating and maintaining the facility may only be utilized for transportation-related improvements within the applicable Municipality and provided such improvements, if Transportation Surtax funding had been sought, would have been eligible for Transportation Surtax funding.

2.8. ADA Accommodations: Components of Eligible Municipal Projects involving improvements to roads for purposes of ADA compliance are eligible for Transportation Surtax funding.

2.9. Safety Assets: Proposed Eligible Municipal Projects involving traffic calming improvements (i.e., speed control devices or improvements that otherwise comply with Applicable Law other than cameras used to issue citations) on a public road or right-of-way are eligible.

2.10. Decorative Elements/Functional Public Art: Proposed Eligible Municipal Projects that include decorative elements and/or functional public art (e.g., pavers for crosswalks, decorative wayfinding signage for roads, decorative sidewalk benches, artistic road lights, decorative shade structures over sidewalks or public transit shelters, etc.) are eligible for partial Transportation Surtax Funding in an amount equal to the cost of the standard, nondecorative/nonartistic alternative for design and/or construction (as applicable), and provided that Municipality's engineer of record attests in writing that the decorative/functional public art component has a useful life that is at least as long as the standard, nondecorative/nonartistic alternative. Municipalities are encouraged to coordinate the inclusion of decorative elements and/or functional public art components with applicable County agencies (e.g., the Cultural Division, the Public Works Department, etc.).

ARTICLE 3. STATUS AND TERMINATION OF CYCLE 1 RANKED PROJECTS

As of the Effective Date, the Cycle 1 Ranked Projects shown on Exhibit A are not currently under a Surtax Funding Agreement. MAP Administration may, in its discretion, after consultation with the affected Municipality, terminate any such project unless, within ninety (90) days after the Effective Date, Municipality and County have entered into a Surtax Funding Agreement for that project. MAP Administration shall provide the Municipality with at least thirty (30) days' advance written notice of any intention to terminate a Cycle 1 Project pursuant to this section.

Should Municipality believe it has good cause for an extension beyond the ninety (90) day period provided for in this section and disagree with MAP Administration's decision to terminate a

project, Municipality may seek an extension from the County Administrator for up to an additional ninety (90) day period. To exercise this right to seek an extension for such projects, Municipality must provide written notice to MAP Administration between the date it receives the written notice of MAP Administration's intent to terminate but prior to the effective date of termination. Municipality's written request for additional time must include all supporting documentation Municipality believes should be considered as part of the request and must be received by MAP Administration at least fifteen (15) days prior to the noticed date of termination; if such a request and supporting documentation is timely received, the cancellation will be suspended pending consideration of the request by the County Administrator, whose decision regarding the extension request shall be final and not subject to further review. If the County Commission amends the Transportation Surtax Ordinance to authorize the Oversight Board to perform the functions of County Administrator set forth in this section regarding review and consideration of extension requests, all references to the County Administrator in this section relating to extension requests shall be automatically replaced with "Oversight Board."

Notwithstanding the foregoing, any Cycle 1 Ranked Project not under a Surtax Funding Agreement that was completed by a Municipality with a funding source other than the Transportation Surtax may be terminated by MAP Administration at any time with at least thirty (30) days' written notice to Municipality, and such termination shall not be subject to further review or consideration.

All appropriated funds from Cycle 1 Ranked Projects terminated pursuant to this section will be reallocated to Municipalities for Eligible Municipal Projects in the next Fiscal Year as part of the Adopted Municipal Transportation Surtax Funding. Such reallocated funds have already counted towards a prior Fiscal Year's Minimum Annual Guarantee and shall therefore not count towards County's Minimum Annual Guarantee obligations for the next Fiscal Year.

All existing Cycle 1 Ranked Projects shall no longer be eligible to receive separate cost escalation funding from County and the contingency provisions in Section 4.4.4 shall apply.

ARTICLE 4. ELIGIBLE MUNICIPAL PROJECTS AND FUNDING PRIORITIES

4.1. Funding Priorities. Each Fiscal Year, and subject to County's commitment to provide Municipalities at least the Minimum Annual Guarantee, County will advise Municipalities in writing of the Adopted Municipal Transportation Surtax Funding for the upcoming Fiscal Year and the method by which such funding will be divided between the various types of Eligible Municipal Projects, based on the following prioritization:

- **Fiscal Years 2026-2029**
  - **Priority 1**: Community Shuttle as described in Section 4.2. below.
  - **Priority 2:** Existing Eligible Municipal Projects contained in then-current Municipal Five-Year Plan.
  - **Priority 3:** Formula-based Funding for Municipal R&M Projects and On-Demand Transportation Services as described in Section 4.3. below.
  - **Priority 4:** Grant Match Program as described in Section 4.5 below.

- **Fiscal Years 2030-2033**
  - **Priority 1:** Community Shuttle as described in Section 4.2 below.
  - **Priority 2:** Municipal Capital Project Tails as described in Section 4.4 below.
  - **Priority 3:** Formula-based Funding for Municipal R&M Projects and On-Demand Transportation Services as described in Section 4.3 below.
  - **Priority 4:** Grant Match Program as described in Section 4.5 below.

- **Fiscal Years 2034-2048**
  - **Priority 1:** Community Shuttle as described in Section 4.2 below.
  - **Priority 2:** Formula-based Funding for Municipal R&M Projects and On-Demand Transportation Services as described in Section 4.3 below.
  - **Priority 3:** Grant Match Program as described in Section 4.5 below.
  - **Priority 4:** New Municipal Capital Projects as described in Section 4.4 below.

Notwithstanding the prioritization schedule above or any other provision of this 2025 ILA, County shall have no obligation to fund the Municipalities any amounts over the Minimum Annual Guarantee in any Fiscal Year.

4.2. Community Shuttle**.**

4.2.1. Community Shuttle Funding. A portion of the Transportation Surtax Proceeds will be used to directly fund the applicable Municipalities for the operating, maintenance, and capital costs of existing, expanded, and new Community Shuttle in the amounts provided for in separate Community Shuttle interlocal agreements between each Municipality and County. Funding of Community Shuttle from Transportation Surtax Proceeds is not subject to an evaluation or ranking process (whether by County or any County vendor). Unless otherwise agreed in writing by County, to be eligible for Transportation Surtax Proceeds, a Municipality's Community Shuttle must meet or exceed the minimum passengers per revenue service hour per route or such other County-imposed standards for the applicable Fiscal Year(s). County may, in its sole discretion, modify these standards based on future population and ridership and future County needs. County's Transportation Department participates in the administration of the Community Shuttle program and allocated Community Shuttle funding is included in the Transportation Department's annual Fiscal Year budget. County may suspend minimum ridership standards at any time because of interruptions due to hurricane, other natural disasters, or other unexpected conditions, as deemed appropriate by the County Commission.

4.2.2. Joint Municipal Community Shuttle. Subject to written approval by County's Transportation Department's Director or their written designee, Municipalities may jointly develop a Community Shuttle that crosses municipal jurisdictions. For such joint Municipal Shuttle programs, the written agreement with County must include all

participating Municipalities as parties but will identify one (1) Municipality as the primary administrator and main point of contact for that joint Community Shuttle program.

4.3. Formula-based Funding for Municipal R&M Projects/On-demand Transportation Services.

4.3.1. Purpose of Formula-based Funding. The goal of formula-based funding as set forth herein ("Formula-based Funding") is to ensure that each Municipality receives funding every year to be utilized: (a) to supplement (and not to supplant) their existing municipal budgets for Municipal R&M Projects; and/or (b) for On-demand Transportation Services, in accordance with this 2025 ILA.

4.3.2. Annual Formula-based Funding. Commencing for Fiscal Year 2026 and continuing for each Fiscal Year through Fiscal Year 2033, County will determine the amount of and set aside Formula-based Funding from available Transportation Surtax funds based on amounts appropriated but unused from previous years' Eligible Municipal Projects (e.g., differential between contracted amounts for Community Shuttle and amount actually expended, cost savings on projects that were completed under budget, etc.). For Fiscal Year 2034 through Fiscal Year 2048, Formula-based Funding shall be set at sixty percent (60%) of the remaining Adopted Municipal Transportation Surtax Funding after deducting the full maximum contracted amount for all Municipalities' Community Shuttle. For each Fiscal Year, Formula-Based Funding will be allocated among the Municipalities based on the number of Centerline Miles in each Municipality as identified in the most recent report from FDOT. The distribution of Formula-based Funding for Fiscal Year 2026 (which is based on Fiscal Year 2023 reporting to FDOT) is shown on Exhibit B. Each Fiscal Year, on or about July 31, County will advise Municipalities of County's then-known best estimate of Formula-based Funding that each Municipality will be eligible to receive for Municipal R&M Projects and On-demand Transportation Services for the upcoming Fiscal Year.

4.3.3. Minimum Requirements for Formula-based Funding for Municipal R&M Projects. Formula-based Funding that a Municipality elects to use for Municipal R&M Projects is intended to supplement, and not supplant, the amounts Municipality already spends from non-Transportation Surtax revenue sources for such activities. Supplanting occurs when a Municipality reduces its use of non-Transportation Surtax funds for activities that would otherwise qualify as a Municipal R&M Project because Transportation Surtax funds are available (or expected to be available) to fund that same project or activity. Supplementing occurs when Transportation Surtax funds are provided to a Municipality for Municipal R&M Projects to enhance existing projects, to undertake new projects, or accelerate projects planned in future Fiscal Years. Contemporaneous with a Municipality's submission of its list of proposed Municipal R&M Projects each Fiscal Year, Municipality shall, through its Municipal Single Point of Contact or another individual specifically authorized by the Municipality's elected body, represent and warrant in writing to County that Formula-based Funding for Municipal R&M Projects will not be used to supplant non-Transportation Surtax projects approved and/or adopted in the Municipality's budget. County may annually audit each Municipality's compliance with the requirements of this

section. A Municipality using the Formula-based Funding for Municipal R&M Projects that are currently budgeted may be evidence of supplanting. If County determines at any time that any Municipality has utilized Formula-based Funding to supplant funding for activities from non-Transportation Surtax funding, then County may, in the County Administrator's discretion, withhold future Formula-based Funding up to the amount determined to have been supplanted in the applicable Fiscal Years(s). If circumstances outside the reasonable control of Municipality render it unable to meet the requirements contained in this section in a given Fiscal Year (e.g., change in law regarding ad valorem taxation; act of God causing emergency expenditure of non-Surtax dollars by Municipality such as a hurricane or tropical storm; etc.), or if a Municipality believes that other good cause exists for it to be able to use Formula-based Funding for a Fiscal Year for a Municipal R&M Project that is in that Municipality's adopted budget for that same Fiscal Year , Municipality may request in writing from the County Administrator to have the requirements contained in this section waived or modified for that Fiscal Year, which waiver or modification may be granted or denied, in whole or in part, in the County Administrator's sole discretion.

4.3.4. Application, Review, and Approval of Municipal R&M Projects. Within thirty (30) days after County provides Municipalities with the amounts for Formula-based Funding for the upcoming Fiscal Year, each Municipality must submit, on a form approved by MAP Administration, a list of proposed Municipal R&M Projects on which Municipality intends to utilize its Formula-based Funding for the upcoming Fiscal Year. The list must include at least the following details for each proposed Municipal R&M Project: (i) a description of the geographic areas of the project; (ii) the anticipated start and completion date of work to be performed in connection with the project; (iii) the proposed CBE commitment for the project, which shall be at least the minimum requirements provided for in this 2025 ILA; and (iv) such other details as may be requested by MAP Administration. Upon receipt of the list, County will review the proposed projects for eligibility pursuant to Section 212.055(1)(d), Florida Statutes, and this 2025 ILA, and to determine whether the projects or proposed timing will create negative impacts, including but not limited to potential conflicts with other proposed or ongoing projects (whether municipal, county, state, or federal). Within sixty (60) days after receipt of each Municipality's list, MAP Administration shall notify Municipality, in writing, if (a) the projects are approved as submitted (in which case MAP Administration shall advise what the CBE goals, if any, are required for the project(s)); (b) the projects have been found statutorily eligible or ineligible (in whole or in part) for Transportation Surtax funding; and/or (c) a conflict with another project exists. If a proposed project is deemed statutorily ineligible for funding or a conflict with another project exists, MAP Administration will advise Municipality that it may either delay the commencement date or submit a replacement project (as applicable).

4.3.5. Deferral of Formula-based Funding for Municipal R&M Projects. A Municipality may elect, in any given Fiscal Year, to defer receipt of its Formula-based Funding for Municipal R&M Projects to allow it to receive a larger sum in such later Fiscal Year and

permit it to perform larger Municipal R&M Projects. A Municipality that wishes to defer its Formula-based Funding pursuant to this section must provide MAP Administration with written notification of its intention to defer within sixty (60) days after County notifies Municipality of its Formula-based Funding amount for that Fiscal Year; election to defer does not alleviate Municipality's obligation to timely provide the project details required in Section 4.3.4 above in the Fiscal Year it intends to use the deferred funding. Municipality may, with timely notice to MAP Administration, defer its Formula-based Funding for Municipal R&M Projects for up to three (3) consecutive Fiscal Years. Deferral requests for more than three (3) consecutive Fiscal Years and up to five (5) consecutive Fiscal Years are subject to review and approval of the County Administrator, in their discretion. No Municipality may seek a deferral of Formula-based Funding for more than five (5) consecutive Fiscal Years after the Fiscal Year that Municipality was scheduled to receive such funding. Deferred funds that would otherwise have been allocated to Municipality for R&M Projects but for Municipality's deferral request will be held by County until the Fiscal Year following the deferral period. Such deferred funds will be counted towards the Minimum Annual Guarantee in the Fiscal Year(s) the funds would have been paid to the Municipality but for the deferral request and shall not count towards the Minimum Annual Guarantee in the Fiscal Year(s) such amounts are paid as a result of the deferral request. Deferrals pursuant to this section shall affect only the timing of Municipality's receipt of the Formula-based Funding and shall not impact the amounts allocated to Municipality pursuant to Section 4.3.2. above.

4.3.6. On-demand Transportation Services. Each Municipality shall have the discretion to utilize all or some of its annual Formula-based Funding for On-demand Transportation Services as it deems appropriate, subject to Municipality entering into a written agreement with the On-demand Transportation Service provider and further subject to meeting the eligibility criteria and other requirements stated in this 2025 ILA and the provisions of this section:

4.3.6.1. A Municipality with an existing Community Shuttle may not terminate or reduce the services associated with that program and replace it with On-demand Transportation Services except with the prior written consent of County's Transportation Department Director or written designee, and until after all vehicles purchased for Municipality's Community Shuttle program (including any applicable joint Community Shuttle program) have met or exceeded the minimum useful life expectancy under applicable Federal Transportation Administration ("FTA") regulations and guidelines (currently five (5) years in service and at least two hundred fifty thousand (250,000) miles).

4.3.6.2. Municipality represents and warrants that its agreements with any On-demand Transportation Services provider and all vehicles used by such provider will at all times comply with all Applicable Law, including without limitation all FTA drug and alcohol testing requirements for transit operators, the ADA, and (to the extent applicable) Florida law regarding the operation of low-speed vehicles. In

addition, Municipality agrees that each contract it enters into with an On-demand Transportation Services provider includes a requirement that the provider obtain and maintain automobile business liability insurance (including owned, hired, non-owned, scheduled) in an amount not less than one million dollars ($1,000,000) per occurrence for property damage and not less than one million dollars ($1,000,000) per occurrence for bodily injury, with both Municipality and County named as additional insureds under such policies.

4.3.6.3. Prior to the commencement of On-demand Transportation Services funded by Transportation Surtax Proceeds, each Municipality shall provide County, on a form approved by MAP Administration, the name of each On-demand Transportation Services provider with which it has contracted to perform such services, a copy of the contract with such provider, the provider's Certificate of Insurance, and such other information as may be requested by MAP Administration.

4.3.6.4. Each Municipality utilizing Transportation Surtax Proceeds to provide On-demand Transportation Services is solely responsible for administering all contracts it has entered with providers of such services and shall, to the maximum extent allowable under Applicable Law, indemnify, defend, and hold County harmless from all claims, causes of action, and damages of any kind associated with such On-demand Transportation Services.

4.3.7. Payment of Formula-based Funds; Return of Unused Funds. Except if a Municipality has elected to defer receipt of Formula-based Funding for a specific Fiscal Year as provided for in Section 4.3.5, each Municipality will receive its annual Formula-based Funds, in full, within forty-five (45) days after County's approval of Municipality's list of proposed Municipal R&M Projects and On-demand Transportation Services (if applicable). If a Municipality does not wish to receive advance funding and would rather receive its Formula-based Funding quarterly throughout the Fiscal Year on a reimbursement basis, the Municipality may make such request in writing to the County Administrator, who shall have the authority, in their discretion, to approve or reject such request. If a Municipality does not fully encumber all Formula-based Funds in a single Fiscal Year (i.e., not committed to an approved project already under contract), within thirty (30) days after the issuance of Municipality's annual comprehensive financial report, Municipality shall notify the County in writing regarding the status of such unencumbered funds and may request to have those unencumbered funds rolled over to the next Fiscal Year so that the project(s) on which such funds were intended to be used can be completed. The County Administrator, upon receipt of the Municipality' request, may either approve the rolling over of such funds to the same project, which must be completed within the next Fiscal Year, or direct in writing that such unencumbered funds be returned to County within sixty (60) days of such written direction, and such funds may be reallocated by County towards approved Municipal R&M Projects and On-demand Transportation Services for the next Fiscal Year (e.g., a refund of Formula-based Funding

received for Fiscal Year 2026 may be requested by the Municipality for Municipal R&M Projects and On-demand Transportation Services for Fiscal Year 2027).

4.3.8. Small Municipality Formula-based Funding Enhancement. A Municipality that has less than or equal to one percent (1%) of Centerline Miles within Broward County and does not, as of the Effective Date, have a Community Shuttle operating within the Municipality, may elect, at any time, to permanently waive for the term of this 2025 ILA the ability to seek funding for Community Shuttle, the Grant Match Program, and for New Municipal Capital Projects. Such waiver must be in writing, approved by the elected body of Municipality, and delivered to MAP Administration. Should a Municipality provide County with such a waiver, that Municipality's annual Formula-based Funding amount will be increased by an amount equal to the percentage of Centerline Miles owned by that Municipality, divided by the total number Centerline Miles within all Municipalities, and then multiplied by the total amount funded that Fiscal Year for Municipal R&M Projects, On-demand Transportation Services, and the Grant Match Program. For example, if Municipality has 0.5% of the Centerline Miles located within all Municipalities within Broward County, and $40 million is allocated that Fiscal Year for Municipal R&M Projects and On-demand Transportation Services and the Grant Match Program, the increase in Municipality's Formula-based Funding for that Fiscal Year will be $200,000 (i.e., $40 million x 0.5%).

4.4. Funding of Municipal Capital Projects and Municipal Capital Project Tails.

4.4.1. Municipal Capital Projects with Existing Surtax Funding Agreements. Municipalities seeking funding for the next phase(s) of previously approved Municipal Capital Projects that are included in the current or prior Municipal Five-Year Plans and that are already under a Surtax Funding Agreement as of the Effective Date must enter into a new Surtax Funding Agreement that will govern all future phases of that project.

4.4.2. Municipal Capital Projects without a Surtax Funding Agreement. Municipal Capital Projects that have not been the subject of a Surtax Funding Agreement prior to the Effective Date must have a fully executed Surtax Funding Agreement in order to be funded with Transportation Surtax Proceeds.

4.4.3. Municipal Capital Project Tails. Municipal Capital Projects that were approved for planning or design phases prior to the Effective Date, and for which subsequent phases were not included in any Municipal Five-Year Plan prior to the Effective Date, will be prioritized for funding of subsequent phases in future Fiscal Years, subject to the processes described in this section. A list of these projects and currently recommended funding amounts is attached as Exhibit C. Each Fiscal Year, MAP Administration will conduct a readiness review of the projects identified in Exhibit C and identify which

projects are able to receive funding and identify the anticipated Fiscal Year in the Five-Year Plan in which funding will be provided.

4.4.4. Municipal Capital Project Contingency; Cost Escalation. Municipal Capital Project Contingency will only apply to or be available to fund construction-phase Municipal Capital Projects. Contingency amounts included in any Surtax Funding Agreement will be part of the maximum not-to-exceed Transportation Surtax funding amount for that phase of the project, inclusive of any Transportation Surtax funding rolled over from previous phases. A Municipality may request that additional Municipal Capital Project Contingency be added to a Surtax Funding Agreement above and beyond the maximum not-to-exceed amount of Transportation Surtax funding awarded for the project during the negotiation of the Surtax Funding Agreement. If there are appropriated but unallocated Transportation Surtax Funds within the Adopted Municipal Transportation Surtax Funding, the County Administrator may, in their sole discretion and on a case-by-case basis, agree to include in the Surtax Funding Agreement a line item for Municipal Capital Project Contingency up to a maximum amount not-to-exceed twenty-five percent (25%) of the Transportation Surtax-funded portion of the Municipal Capital Project. The Transportation Surtax funds associated with Municipal Capital Project Contingency are payable on a reimbursement basis and may only be requested by Municipality after all work on the applicable project has been completed, as documented by final invoices for the project and certifications of completion from Municipality (including attestations from Municipality's project manager or engineer of record on the applicable project).

4.5. Grant Match Program. Commencing in Fiscal Year 2026 and continuing each subsequent Fiscal Year through Fiscal Year 2033, subject to the prioritization schedule shown in Section 4.1, County may allocate a portion of Adopted Municipal Transportation Surtax Funding towards a Grant Match Program. For Fiscal Year 2034 through Fiscal Year 2048, Grant Match Program funding shall be set at forty percent (40%) of the Adopted Municipal Transportation Surtax Funding after deducting the full maximum contracted amount for all Municipalities' Community Shuttle. The purpose of the Grant Match Program is to allow Municipalities to seek Transportation Surtax funds for use toward required local match amounts in connection with state or federal grant funding or appropriations for otherwise Eligible Municipal Projects. In addition to all other requirements contained in this 2025 ILA, the following shall apply to the Grant Match Program:

4.5.1. Each Municipality seeking funding from the Grant Match Program for an Eligible Municipal Project shall submit an application to MAP Administration providing details of the proposed Eligible Municipal Project for which funding is sought including, without limitation: (a) the geographic area where the project will be constructed; (b) the proposed start and completion date of the project; (c) the state or federal grant program or appropriation; (d) a copy of the grant application or notice of funding award (if applicable); and (e) such other information as MAP Administration may require.

4.5.2. Each proposed project is subject to County review for eligibility under Section 212.055(1)(d), Florida Statutes, and this 2025 ILA.

4.5.3. Approval may be subject to confirmation that the proposed project does not create deleterious competition to a project actively supported by County.

4.5.4. Each Municipality shall only be able to apply for funding from the Grant Match Program one (1) time each Fiscal Year. Multiple Municipalities may apply jointly for funding from the Grant Match Program for projects that are located within their collective jurisdictions. A joint application shall count as an application by each Municipality participating in the joint project.

4.5.5. To be eligible for funding through the Grant Match Program, the Municipality (or Municipalities, if a joint project) must pledge to fund at least twenty-five percent (25%) of the required local match from non-Transportation Surtax Funds.

4.5.6. Depending on availability of funds, County may, at the beginning of each Fiscal Year, establish and notify Municipalities of a per-project limit on match funding from the Grant Match Program.

Funding from the Grant Match Program is generally available on a first-come/first-served basis throughout the Fiscal Year. Funding from the Grant Match Program in the amount requested by each Municipality will be encumbered upon MAP Administration's approval of a completed Grant Match Program application. Municipality must notify MAP Administration in writing regarding the status of their grant or appropriation application no later than thirty (30) days after notices of award are announced by prospective grantors. If a Municipality is not awarded the state or federal grant or appropriation during that grant or legislative cycle, the Grant Match Program approval will be deemed cancelled and the encumbered funds will be made available to other Municipalities that wish to apply for funding from the Grant Match Program. If a Municipality receives a reduced amount of the grant or appropriation, the funding from the Grant Match Program will be reduced in a proportionate amount.

If Municipality is awarded a grant or appropriation for the Eligible Municipal Project and will receive funding from the Grant Match Program, in addition to all other obligations contained in the grant or appropriation agreement, Municipality must comply with all other requirements of this 2025 ILA in connection with its receipt of Transportation Surtax funding for that project, including the obligation to enter into a Surtax Funding Agreement for the project. To the extent there is any express, direct conflict between (a) the terms of this 2025 ILA and/or a Surtax Funding Agreement and (b) the requirements contained in any state or federal grant or appropriation (e.g., prohibitions or limitations on CBE or other County ordinance, etc.), the requirements of the federal or state grant or appropriation shall govern.

Commencing in March of each Fiscal year, MAP Administration will review the status of all previously approved Grant Match Program funding requests and cancel approvals of Grant Match Program funding under the following circumstances: (i) the grant or appropriation was not

awarded to the applicable Municipality; (ii) the Municipality's project was selected for the grant/appropriation but the award level is insufficient to allow the project to move forward without additional (and unavailable) non-Surtax funds from the Municipality; or (iii) the grant program ends without making an award. If a Grant Match Program approval is canceled, the Transportation Surtax funds associated with the County grant for that project will be unencumbered and be made available for other Eligible Municipal Projects, as more fully described in Section 4.6 below.

4.6. Unencumbered Grant Match Program Funds; New Municipal Capital Projects.

If approved Grant Match Program funding is unencumbered as provided in Section 4.5 above, MAP Administration will periodically notify the BCCMA in writing of the amount of funding that has become unencumbered and request that the BCCMA provide a written response regarding how such unencumbered funds should be utilized during the next Fiscal Year (i.e., reapplied to the Grant Match Program, used for additional Formula-based Funding for Municipal R&M Projects and On-demand Transportation Services, or dedicated to fund New Municipal Capital Projects through a competitive application process). If the BCCMA does not provide a written response to MAP Administration within sixty (60) days after receipt of the notice regarding the unencumbered funds, the County Administrator may, in their discretion, determine the disposition of such funds for Eligible Municipal Projects for the next Fiscal Year.

If the BCCMA advises that it wishes to have the unencumbered funds used to pay for New Municipal Capital Projects through a competitive application process, the BCCMA and MAP Administration will collaborate to establish the timeline for submission of such applications, the criteria to be utilized by the BCCMA to rank such applications, and any other material aspects of the program. The details regarding the application process and program will be distributed to all Municipalities at least sixty (60) days prior to the deadline for applications. All applications will be reviewed by County for eligibility for Transportation Surtax Funding pursuant to Section 212.055(1)(d), Florida Statutes, and the terms of this 2025 ILA. After eligibility determinations are made and the BCCMA completes its ranking process, the BCCMA shall provide the County Administrator with its list of recommended New Municipal Capital Projects. Any Municipality recommended for a New Municipal Capital Project that is ultimately approved by the County Commission for Transportation Surtax funding must enter into a Surtax Funding Agreement to receive Transportation Surtax funding.

ARTICLE 5. DISTRIBUTION OF TRANSPORTATION SURTAX PROCEEDS

5.1. County's Minimum Annual Guarantee; Project Funding; Annual True-Up.

5.1.1. For each Fiscal Year, the annual amount of Transportation Surtax appropriated for Eligible Municipal Projects shall be no less than the Minimum Annual Guarantee for the applicable Fiscal Year. Notwithstanding anything else stated in this 2025 ILA, the Parties acknowledge and stipulate that County has no obligation to fund Eligible Municipal Projects in any Fiscal Year in excess of the Minimum Annual Guarantee. In addition, the

Parties acknowledge and stipulate that County may in any Fiscal Year, without any further condition and in its sole discretion, utilize Transportation Surtax Proceeds in excess of the Minimum Annual Guarantee amount allocated to the Municipalities for that Fiscal Year to fund Eligible Municipal Project(s), whether or not the project(s) were ever ranked by the BCCMA and regardless of any ranking priority that had previously been assigned to the project(s). Further, the Parties agree that: (i) any Eligible Municipal Project's previous ranking does not apply to Municipal Capital Projects or Municipal R&M Projects that County elects to fund in excess of the Minimum Annual Guarantee; and (ii) County has complete discretion to fund any such Eligible Municipal Projects in excess of the Minimum Annual Guarantee if, and on such terms and conditions, that County chooses.

5.1.2. Each Fiscal Year, County shall perform an Annual True-Up comparing (i) the Adopted Municipal Transportation Surtax Funding for the previous Fiscal Year against (ii) the actual Transportation Surtax Proceeds received by County and (iii) the actual amount paid out to Municipalities for Eligible Municipal Projects.

5.1.2.1. If, as a result of the Annual True-Up, County determines that County received less Transportation Surtax Proceeds than anticipated and, as a result, the Adopted Municipal Transportation Surtax Funding paid to Municipalities in a Fiscal Year was more than the percentage of Transportation Surtax Proceeds that County advised Municipalities was committed by County to Municipalities for that Fiscal Year (such amount being the "Overpayment Amount"), County may, in the County Administrator's discretion, reduce the Adopted Municipal Transportation Surtax Funding in the next Fiscal Year or delay funding for Municipal Capital Projects (where: (a) a Surtax Funding Agreement for a construction phase has not been executed; or (b) the Municipality has not completed its solicitation or no Notice of Proceed to a contractor has been issued) until a future Fiscal Year, or a combination of both, provided the total amounts reduced or delayed does not exceed the Overpayment Amount. For example, if County anticipated to receive $500 million in Transportation Surtax Proceeds for Fiscal Year 2025, and County committed 10% ($50 million) to Municipalities for that Fiscal Year (so the Adopted Municipal Transportation Surtax Funding was budgeted at $50 million), and upon completing the Annual True-Up in April/May 2026, County determined that only $480 million in Transportation Surtax Proceeds were actually received by County in Fiscal Year 2025, County may reduce the Adopted Municipal Transportation Surtax Funding in Fiscal Year 2027 by the Overpayment Amount of $2 million).

5.1.2.2. If, as a result of the Annual True-Up, County determines that either (i) more Transportation Surtax Proceeds were received by County than anticipated; or (ii) the full amount of Adopted Municipal Transportation Surtax Funding was not appropriated in that Fiscal Year for Community Shuttle and/or Eligible Municipal Projects (with the additional funds or the under-appropriated funds being the "Differential Amount"), then County, in its sole discretion, after

consultation with the BCCMA, will: (i) make funding available in the current Fiscal Year for Municipal Capital Project Contingency; and/or (ii) roll over funds to the next Fiscal Year to increase (a) the Formula-based Funding for Municipal R&M Projects and On-demand Transportation Services and/or (b) the funding of the Grant Match Program; the total additional funding available in the current Fiscal Year and the roll over funds to the next Fiscal Year shall not exceed the Differential Amount. For example, if County anticipated receiving $500 million in Transportation Surtax Proceeds for Fiscal Year 2025, and committed 10% ($50 million) in Transportation Surtax Proceeds to Municipalities for that Fiscal Year, and upon completing the Annual True-Up in April/May 2026, County determined that $520 million in Transportation Surtax Proceeds was actually received in Fiscal Year 2025, County may add funding in Fiscal Year 2026 to Municipal Capital Project Contingency and/or increase the Adopted Municipal Transportation Proceeds in Fiscal Year 2027, up to an aggregate total of $2 million. Any increase in funding to Municipalities due to the Annual True-Up shall not count towards the Minimum Annual Guarantee for the Fiscal Year in which the increase is made.

5.1.3. Upon a written request from a Municipality, County in its sole discretion may apply previously approved funding for a designated phase (i.e., planning and design) of an Eligible Municipal Project previously approved (whether during the term of this 2025 ILA or an earlier version of the ILA) to another phase of the same project (i.e., design or construction) if the following conditions are met: (i) the previously recommended phase(s) are completed or other circumstances render Transportation Surtax funding of those phase(s) futile (e.g., the phase was funded with non-Transportation Surtax funds); (ii) the replacement phase to be funded has been deemed by County to be statutorily eligible for Transportation Surtax funding; and (iii) Municipality demonstrates to MAP Administration that it has committed sufficient non-Transportation Surtax funds necessary to complete the replacement project phase. The funding amount previously approved for the replaced phase is the maximum amount that County will apply to the replacement phase. Any funding reallocated pursuant to this section shall be counted towards County's Minimum Annual Guarantee obligations for the applicable Fiscal Year that such funding was originally allocated.

5.1.4. The timing and process of funding any Eligible Municipal Project shall be consistent with Applicable Law, including Section 129.01, Florida Statutes. Transportation Surtax Proceeds shall not be utilized to fund any Eligible Municipal Project unless County has determined the project is legally eligible for funding with Transportation Surtax Proceeds. Notwithstanding anything in this 2025 ILA to the contrary, Transportation Surtax Proceeds may not be used to fund: (i) an Eligible Municipal Project submitted by a municipality that is not a party to this 2025 ILA; or (ii) any project (or element of a project) that is determined to be statutorily ineligible to be funded with Transportation Surtax Proceeds.

5.1.5. Reimbursements to Municipalities for Eligible Expenditures. Except for Formula-based Funding provided to Municipalities in accordance with this 2025 ILA, all other payments to Municipalities will be based on the funding schedule provided for in the applicable Surtax Funding Agreement (which may include advance funding and/or reimbursement-based funding). To the extent permissible under Applicable Law, the Surtax Funding Agreement may be executed after Municipality has expended non-Surtax funds on an Eligible Municipal Project but must be executed before County provides any Transportation Surtax funds for the Eligible Municipal Project, and the applicable Surtax Funding Agreement shall govern the eligibility (if any) of Municipality's earlier expenditures for reimbursement. Funding shall be limited to the funds budgeted and allocated for that project in the then-current Fiscal Year, as distributed by County consistent with this 2025 ILA.

5.2. County's Annual Budget and Five-Year Plan.

5.2.1. Minimum Annual Guarantee Satisfaction through Fiscal Year 2025. The Parties agree and stipulate that to the best of each Party's knowledge, funding allocated by County for Eligible Municipal Projects through the Effective Date meets all Minimum Annual Guarantee obligations through Fiscal Year 2025.

5.2.2. Fiscal Year Budgets and Five-Year Plans for Fiscal Year 2026 through 2033. For Fiscal Year 2026 and continuing through Fiscal Year 2033, in the normal course of County's annual budget and capital improvement planning process, County will, through the County Commission acting within its discretion, allocate funding for projects funded by the Transportation Surtax for the then-current Fiscal Year and approve a Five-Year Plan, including Eligible Municipal Projects and County projects planned to utilize Transportation Surtax funding.

5.2.3. County Commission Approval; Allocation for Eligible Municipal Projects. Through and including Fiscal Year 2033, MAP Administration will develop a proposed Municipal Five-Year Plan that includes at least the Adopted Municipal Transportation Surtax Funding, consistent with prior rankings made under the Second Amendment (subject to this 2025 ILA and any subsequent amendments) and County funding recommendations for the applicable Fiscal Years. MAP Administration will notify the BCCMA and Municipalities of County's proposed Municipal Five-Year Plan and the recommended municipal Transportation Surtax program for the applicable timeframe. As used in this 2025 ILA, an Eligible Municipal Project (including, as applicable, the designated phase of an Eligible Municipal Project) is "funded" when the allocation of funding for the Eligible Municipal Project (or the designated phase, as applicable) is included in County's adopted budget for that Fiscal Year. A list of all municipal Transportation Surtax funded projects (Municipal Capital Projects and Municipal R&M Projects) for Fiscal Years 2020 through 2029 are attached as Exhibit D.

5.2.4. County's Discretion to Reorder Funding of Eligible Municipal Projects. The Parties agree and stipulate that County, with written approval of the County Administrator or their written designee, under the circumstances set forth herein, may deviate from rankings of Eligible Municipal Projects to accelerate or delay funding of an Eligible Municipal Project for the applicable Fiscal Year with the goal of ensuring Transportation Surtax Proceeds are utilized legally, responsibly, efficiently, and with the least disruption to visitors, residents, and businesses. Deviations from rankings of Eligible Municipal Projects in one Fiscal Year shall not operate to automatically modify the order of priority for funding of Eligible Municipal Projects in any subsequent Fiscal Year, which decision shall remain with the County Administrator or their written designee and subject to the provisions of this section. If County uses its discretion pursuant to this section in any Fiscal Year, it shall provide written notice to the impacted Municipality(ies) of such deviation and the reason(s) for such deviation and commit to promptly fund any delayed Eligible Municipal Project(s) once the reason(s) for the deviation as stated in County's written notice are resolved, subject to the availability of Transportation Surtax funds committed by County for the applicable Fiscal Year. The circumstances under which County may exercise its discretion pursuant to this section include but are not limited to the following:

a. Demonstrated need, documented in writing, to coordinate the construction timeline of the applicable Eligible Municipal Project and the timing of other projects that affect the same or nearby transportation elements, to avoid waste;

b. The Eligible Municipal Project is scheduled for construction funding for that Fiscal Year but is not ready for construction to commence for any of the following reasons:

(i) The Municipality does not have 100% complete, signed, sealed, design plans and required construction documents for the project;

(ii) The Municipality has not obtained the written approval necessary to construct the project from the owner(s) of the impacted road(s);

(iii) Right-of-way required to construct the project has not been acquired;

(iv) The permits required to construct the project have not been obtained;

(v) The utility relocation required for the project to begin construction work has not been completed or a utility relocation plan has not yet been approved by all applicable entities;

(vi) Design plans for the Eligible Municipal Project materially change the project in ways that impact the construction phase or otherwise impact the project's statutory eligibility, as determined by the Transportation Surtax General Counsel;

(vii) Non-Transportation Surtax funding required to construct the project is not available; or

(viii) The construction of the project requires coordination with other projects being constructed in the area.

c. The applicable Municipality(ies) fails to execute or materially breaches a Surtax Funding Agreement or this 2025 ILA;

d. The timing of a Municipality's receipt of non-Transportation Surtax funding in the form of grants and/or appropriations necessitates modifying a project schedule; and/or

e. When necessary to comply with the laws, rules, court decisions, orders, and regulations of applicable governmental authorities.

5.3. County Discretion to Terminate Funding for Municipal Capital Projects. MAP Administration may, in its discretion, terminate funding for a Municipal Capital Project, in any phase, if (i) it fails to meet the construction-ready requirements listed in Section 5.2.4. above, or (ii) Municipality fails to enter into a Surtax Funding Agreement within 180 days after (a) the project's funding is appropriated by the County Commission, and (b) all prior phases and County reviews and approvals of the project have been completed (e.g., OESBD review, etc.). If a project is terminated, it will lose its ranking and its allocated funding will become available to fund other Eligible Municipal Projects for any of the applicable Municipalities in the then-current Fiscal Year or within two (2) Fiscal Years thereafter, whether through the Formula-based Funding or by additional funding being made available to the Grant Match Program or for Municipal Capital Project Contingency (construction projects only). Such reallocated funding from terminated projects shall count towards County's satisfaction of the Minimum Annual Guarantee in the Fiscal Year in which the funding was originally intended to be spent and not in the Fiscal Year in which it was reallocated to other Eligible Municipal Projects. A Municipality may elect to resubmit for consideration, in a subsequent Fiscal Year, an Eligible Municipal Project previously terminated by County. If Municipality disagrees with MAP Administration's termination of a project pursuant to this section, Municipality may, within fifteen (15) days after MAP Administration provides written notice to Municipality of termination, provide MAP Administration with written notice of its intent to seek further review of the termination and request for up to an additional ninety (90) day extension from County to either satisfy the conditions that were the basis of the determination to terminate or have the project be placed under a Surtax Funding Agreement, as applicable. Municipality shall, within thirty (30) days after timely providing notice of its intent to seek further review, provide MAP Administration with all documentation and other materials it wishes to have considered by the County Administrator. The decision of the County Administrator

on whether to confirm the termination or provide the extension to Municipality is final. If the County Commission amends the Transportation Surtax Ordinance to authorize the Oversight Board to perform the functions of County Administrator set forth in this section regarding review and consideration of extension requests, all references to the County Administrator in this section relating to extension requests shall be automatically replaced with "Oversight Board."

5.4. County's Discretion to Deliver an Eligible Municipal Project. County may elect, at any time prior to executing a Surtax Funding Agreement for the project and with the consent of the applicable Municipality(ies) (which consent shall not be unreasonably withheld), to have County or FDOT deliver any Eligible Municipal Project. County will provide written notice to the Municipality of its intent to deliver the project. In such circumstances, the funding that would have been provided to Municipality for it to deliver the Eligible Municipal Project will be retained by County and/or paid to FDOT for the construction of the project. Notwithstanding the delivery of an Eligible Municipal Project by County or FDOT, the funding for the project will be counted toward that Fiscal Year's satisfaction of County's Minimum Annual Guarantee obligations.

5.5. Surtax Funding Agreements. For each Eligible Municipal Project, the Municipalities shall receive Transportation Surtax Proceeds from County subject to and upon execution of a Surtax Funding Agreement between County and Municipality. Transportation Surtax-funded Eligible Municipal Projects must comply with the County Business Enterprise Program (in effect at the time the Surtax Funding Agreement is executed) and include a CBE goal as determined by the Office of Economic and Small Business Development. As of the Effective Date, each Eligible Municipal Project (other than On-demand Transportation Services) shall include, to the extent permitted by Applicable Law, at least a 30% CBE commitment of the Transportation Surtax Proceeds utilized for the project, unless such requirement is determined inapplicable by the Director of County's Office of Economic and Small Business Development or is modified or waived by the County Commission. In addition to the foregoing, each Surtax Funding Agreement will include various requirements that Municipality must agree to in connection with the project, including without limitation requirements that it comply with all Applicable Law relating to the procurement of the contractor performing the work, the utilization of certain provisions contained within County's surtax-funded construction contract, obligations to provide financial and status reports regarding the project for the project's duration, adequate supporting documentation, and such other requirements as may be requested by MAP Administration.

ARTICLE 6. ADDITIONAL REQUIREMENTS

6.1. Each Municipality shall: (a) fully comply and otherwise fully cooperate with the auditing, project review, and oversight requirements stated in Section 31½-71, et seq., Broward County Code of Ordinances, as same may be amended by County; (b) ensure that all of its expenditures of Transportation Surtax Proceeds are consistent with Applicable Law and with any conditions required by the County Commission; and (c) comply with the reporting requirements stated in the applicable Surtax Funding Agreement, which may include requirements to report project financials, performance data, and deliverables, as may be prescribed by MAP Administration.

6.2. Reporting and Accounting. Each Municipality receiving Transportation Surtax Proceeds shall deposit and maintain all Transportation Surtax Proceeds in a segregated fund or account, which shall be subject to annual reporting by Municipality as part of Municipality's required independent financial audit, along with audit by County and/or the Oversight Board. Any interest earned or proceeds received by Municipality for any Transportation Surtax funds shall constitute Transportation Surtax Proceeds and may only be utilized by Municipality for Eligible Municipal Projects and in accordance with the terms of the applicable Surtax Funding Agreement. Upon prior written approval by County, Municipality may utilize other methods of separate accounting for the Transportation Surtax Proceeds provided the accounting method permits a full and complete audit of the funds.

6.3. Permitting. To limit public inconvenience and facilitate the expeditious and efficient completion of projects funded with Transportation Surtax Proceeds, for any project funded by Transportation Surtax Proceeds that is performed by County and is in whole or in part within the geographical boundaries of Municipality, that Municipality shall waive, unless prohibited by applicable state or federal law, all municipal permitting requirements, except that this requirement shall not apply to any portion of construction work performed by County that will be owned, operated, and maintained by that Municipality. This waiver shall apply to, without limitation, the requirements of permit application, permit issuance, inspections, and permitting fees. County shall be responsible for ensuring adequate plan review, inspections, and compliance with state and County standards for work performed by County. County shall waive all County permitting fees for Municipal Capital Projects and Municipal R&M Projects unless and to the extent prohibited by applicable state or federal law.

6.4. Road Closures. To the extent requested by County, each Municipality shall institute and comply with a cooperative notification program, in a format prescribed by County, that ensures County is promptly notified and promptly provided with data reasonably requested by County regarding all municipal roads in Municipality that are closed for any reason, including but not limited to construction of Eligible Municipal Projects, other construction, or flooding.

6.5. Branding and Marketing. Each Municipality shall participate in reasonable branding and marketing efforts in the manner and content prescribed by County, including but not limited to signage prominently acknowledging that the applicable projects are funded with Transportation Surtax Proceeds. Such branding and marketing shall utilize County-approved wording, logos, or other imagery that acknowledges the project contributions of County, the applicable Municipality or Municipalities, and other participating agencies, when applicable. Municipalities receiving Transportation Surtax funds must coordinate with MAP Administration regarding the type, location, and quantities of signage for each project. The costs for all construction signage, memorialized signage, and other branding and marketing materials requested by County pursuant to this section shall be paid by MAP Administration using Transportation Surtax Proceeds. County branding and marketing materials for Eligible Municipal Projects does not count towards the Minimum Annual Guarantee.

6.6. Data Collection and Sharing. To the extent requested by MAP Administration, each Municipality shall ensure that each of its projects funded in whole or in part with Transportation Surtax Proceeds includes incorporation and placement of sensors or other devices on municipal roads, rights-of-way, properties, and assets, for County-approved applications for mobility-related data collection purposes, provided such placement shall not unreasonably interfere with the aesthetics or Municipality's use of such roads, rights-of-way, properties, or assets. County shall fund the costs for any such incorporation and placement requested by County. To the extent that Municipality controls data collection from these sensors or other devices, each Municipality shall ensure the collection of data includes and is consistent with the scope, type, frequency, quantity, and format requested by County to facilitate countywide collection and utilization of transportation data. For the useful life of the applicable Eligible Municipal Project, to the extent requested by MAP Administration, each Municipality shall provide County with all access to such data, including recurring or real-time access or periodic download, as appropriate.

ARTICLE 7. GENERAL PROVISIONS

7.1. Term of Agreement. This 2025 ILA shall remain in full force and effect until all Transportation Surtax Proceeds paid by County for Eligible Municipal Projects have been fully expended by all Municipalities and ninety (90) days have elapsed after the Oversight Board has completed its review of each applicable Party's final audit.

7.2. No Impact on Future Levies. Nothing in this 2025 ILA shall impact in any way, whatsoever, any future ballot question seeking to impose, extend, or increase any levy of any surtax, or impact in any way any distribution from any such new, extended, or increased levy.

7.3. Funding Limited to Transportation Surtax Proceeds. County's funding obligations under this 2025 ILA shall be met using only Transportation Surtax Proceeds, and all funding provided by County shall be consistent with and subject to Applicable Law, including Section 129.01, Florida Statutes. Should there be a change in Applicable Law that results in the elimination or otherwise materially modifies the Transportation Surtax (e.g., a requirement that County reduce *ad valorem* taxes as a condition of keeping the Transportation Surtax, etc.), County shall have the right, in the County Commission's discretion, to terminate this 2025 ILA and any Surtax Funding Agreement then in effect, with such termination(s) effective as of the change in Applicable Law, and no further funding obligations pursuant to this 2025 ILA or the applicable Surtax Funding Agreement shall remain after the effective date of such termination. Notwithstanding the termination right referenced in the prior sentence, Surtax Funding Agreements that were executed prior to the effective date of the change in Applicable Law will not be terminated so long as the change in Applicable Law contains a "grandfathering" provision that permits County to continue funding such Surtax Funding Agreements with Transportation Surtax Proceeds through the expiration of such agreements. Any termination by County pursuant to this section shall not constitute a breach of any obligations to the Municipalities hereunder or under any Surtax Funding Agreement.

7.4. Amendment. This 2025 ILA may be amended, and such amendment shall be binding on all Parties, as follows:

7.4.1. By a written document formally approved by County and by such Municipalities that both (i) constitute a majority of Municipalities that are a Party to this 2025 ILA, and (ii) cumulatively represent more than 50% of Broward County's total population; and

7.4.2. Notwithstanding Section 7.4.1 above, no amendment that directly or indirectly: (i) creates any additional liability or obligation of any one Party (but not all Parties); (ii) disproportionately removes a right of only one Party; or (c) has a disproportionate, material adverse effect on any Party, will be effective unless it is approved by such Party (or Parties) as evidenced by the adoption of a resolution approving the amendment by that Party's (or Parties') elected body.

7.5. Governing Law, Venue, and Waiver of Jury Trial. This 2025 ILA shall be interpreted and construed in accordance with, and governed by, the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, on in connection with this 2025 ILA shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. **BY ENTERING INTO THIS 2025 ILA, EACH PARTY EXPRESSLY WAIVES ANY AND ALL RIGHTS THAT PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CAUSE OF ACTION OR CLAIM ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS 2025 ILA.**

7.6. Counterparts. This 2025 ILA may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same agreement.

7.7. Further Actions. If an audit conducted in connection herewith or in connection with Chapter 31½, Broward County Code of Ordinances, documents any misspent funds or other violation of this 2025 ILA by one or more Municipalities, the Party in violation shall promptly take all reasonable and required actions to correct the violation. This provision shall survive the expiration or earlier termination of this 2025 ILA.

7.8. Notices. For a notice to a Party to be effective, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notices shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

As to County: Broward County Administrator
115 S. Andrews Avenue, Room 409
Fort Lauderdale, FL 33301
Email: mcepero@broward.org

With a copy to:	Broward County Attorney 115 S. Andrews Avenue, Room 423 Fort Lauderdale, FL 33301 Email: nklitsberg@broward.org ameyers@broward.org
As to Municipality:	Manager/Administrator Name, address, and current email provided on signature page
With a copy to:	Municipal Attorney Name, address, and current email provided on signature page
As to BCCMA:	BCCMA President Name, address, and current email provided on signature page
With a copy to:	BCCMA Counsel Name, address, and current email provided on signature page

A Party's notice address may be changed at any time by that Party giving notice of such change consistent with the requirements of this section.

7.9. Entire Agreement. This 2025 ILA constitutes the final and complete understanding of the Parties regarding the subject matter of the items addressed herein, and except as expressly provided for in this 2025 ILA, supersedes the Original ILA, the First Amendment, the Second Amendment, and all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this 2025 ILA that is not expressly contained herein, except for those contained in Surtax Funding Agreements relating to specific Eligible Municipal Projects (whether associated with Community Shuttle, Municipal R&M Project, Municipal Capital Project, or otherwise). To the extent of any conflict between or among this 2025 ILA, the Original ILA, First Amendment, or Second Amendment, the provisions of this 2025 ILA shall prevail.

7.10. Headings. The section and subsection headings in this 2025 ILA are inserted for convenience only and shall not affect in any way the meaning or interpretation of this 2025 ILA.

7.11. Joint Preparation. The preparation of this 2025 ILA has been a joint effort of the Parties hereto, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against any Party.

7.12. Severability. If any portion of this 2025 ILA is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective and the Parties agree to negotiate in good faith to modify the invalidated portion of this 2025 ILA in a manner designed to effectuate the intent of the Parties.

7.13. Advice of Counsel. Each Party acknowledges and agrees that it has had the opportunity to consult with and be represented by counsel of its choice in connection with the negotiation and preparation of this 2025 ILA.

7.14. Individual Liability. Except for the obligations of Municipalities to defend, indemnify, and/or hold County harmless as provided for in this 2025 ILA or in an individual agreement associated with an Eligible Municipal Project, each Party agrees and commits to fully comply with the obligations of this 2025 ILA for that Party, with each Party only being responsible for its own compliance; a default by any one Party of any obligation under this 2025 ILA shall not constitute a default by any other Party.

7.15. Waiver and Release. Each Party agrees and stipulates that as of the Effective Date, there has been no known breach, by any Party, of any right, obligation, term, or other condition of the Original ILA, the First Amendment, and/or the Second Amendment. To the extent any Party has actual knowledge of any potential claim for a breach or default under the Original ILA, the First Amendment, and/or the Second Amendment that accrued prior to the Effective Date, each Party fully waives and releases such claims against each other Party. Notwithstanding anything in this section to the contrary, this section shall not in any way impact any claims, defenses, or rights that a Party may have pursuant to a Surtax Funding Agreement that was executed prior to the Effective Date and during the effective period of the Original ILA, the First Amendment, or the Second Amendment.

7.16. Measurement of Time; Time of the Essence. All time periods referenced in this 2025 ILA shall be measured in calendar days. Time is of the essence for all Municipality obligations under this 2025 ILA.

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IN WITNESS WHEREOF, the Parties have made and executed this 2025 Amended and Restated Transportation System Surtax Interlocal Agreement (Third Amendment) 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 10th day of June, 2025 (Agenda Item 65); the BCCMA, signing by and through its authorized officer or official; and each Municipality, signing by and through its authorized officer or official.

COUNTY

ATTEST:

Broward County, by and through
its Board of County Commissioners

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

By: _____
Mayor

____ day of _____, 20__

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

By: _____
Nathaniel A. Klitsberg (Date)
Transportation Surtax General Counsel

NAK
Amended and Restated ILA (3rd Amendment) 5-14-25.docx
06/09/2025
#1168734.20

2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)

CITY/TOWN/VILLAGE OF _____ through its governing body, signing by and through its _____, authorized to execute the same by action of its governing body on the _____ day of _____, 2025.

MUNICIPALITY

WITNESS:

_____
Signature of Witness

_____
Print or Type Name of Witness

_____
Signature of Witness

_____
Print or Type Name of Witness

By: _____
, Mayor

_____ day of _____, 2024

By: _____
, Municipal Manager

_____ day of _____, 2024

ATTEST:

_____
Municipal Clerk

Approved as to legal form by:

_____
Municipal Attorney

Notices to Municipality: (name/address/email)

_____

_____

_____

With a copy to Municipality Counsel:

_____

_____

_____

2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)

The Broward County City Managers Association, Inc., through its governing body, signing by and through its _____, authorized to execute the same by BCCMA action on the _____ day of _____, 2025.

BCCMA

WITNESS:

_____
Signature of Witness

By: _____
Signature

Print or Type Name of Witness:

Print Name/Title:

_____

_____

_____ day of _____, 2024

_____
Signature of Witness

_____
Print or Type Name of Witness

Approved as to form by:
BCCMA Counsel

_____
Signature

_____
Print Name

Notices to BCCMA: (name/address/email)

_____

_____

_____

With a copy to BCCMA Counsel:

_____

_____

_____

EXHIBIT A

Cycle 1 Municipal Capital Projects (MCP) Not Under a Surtax Funding Agreement

Project ID	FY Approved	Municipality
COOP-036	2020	Cooper City
DEER-003	2020	Deerfield Beach
LLAK-006	2020	Lauderdale Lakes
MARG-002	2020	Margate
MARG-047	2020	Margate
OAKL-007	2020	Oakland Park
PPIN-039	2020	Pembroke Pines
PPRK-010	2020	Pembroke Park
SUNR-075	2020	Sunrise
TAMA-008	2020	Tamarac
WILT-009	2020	Wilton Manors
WPRK-007	2020	West Park

Cycle 1 Municipal Rehabilitation & Maintenance Projects (R&M)
Not Under a Surtax Funding Agreement

Project ID	FY Approved	Municipality
DBEACH-FY2020-00001	2020	Dania Beach
FTLAUD-FY2020-00001	2020	Fort Lauderdale
HBEACH-FY2020-00001	2020	Hallandale Beach
LAHILL-FY2020-00001	2020	Lauderhill
LHPOINT-FY2020-00001	2020	Lighthouse Point
LHPOINT-FY2020-00002	2020	Lighthouse Point
LLAKES-FY2020-00001	2020	Lauderdale Lakes
MARG-FY2020-00001	2020	Margate
MARG-FY2020-00002	2020	Margate
MARG-FY2020-00003	2020	Margate
MARG-FY2020-00004	2020	Margate
NRTHLAUD-FY2020-00006	2020	North Lauderdale
NRTHLAUD-FY2020-00008	2020	North Lauderdale
OAKLAND-FY2020-00003	2020	Oakland Park
SUNRISE-FY2020-00003	2020	Sunrise
SUNRISE-FY2020-00006	2020	Sunrise

EXHIBIT B
Fiscal Year 2026 Formula-based Funding Amounts

Municipal Centerline Mileage (Data as of September 30, 2023)				Formula Allocation by Municipality FY2026	
Municipality	Municipal Roads			Amount: $30,000,000	
	Paved	Unpaved	Total Miles	Percentage of Centerline Miles [1]	Surtax Allocation [2]
Coconut Creek	48.000	0.000	48.000	1.14%	$343,110
Cooper City	75.040	0.000	75.040	1.79%	$536,396
Coral Springs	226.100	0.000	226.100	5.39%	$1,616,193
Dania Beach	93.265	0.000	93.265	2.22%	$666,671
Davie	310.210	5.500	315.710	7.52%	$2,256,738
Deerfield Beach	146.600	0.000	146.600	3.49%	$1,047,917
Ft. Lauderdale	509.500	27.900	537.400	12.80%	$3,841,408
Hallandale Beach	68.193	0.000	68.193	1.62%	$487,453
Hillsboro Beach [3]	0.500	0.000	0.500	0.01%	$3,574
Hollywood	365.370	61.100	426.470	10.16%	$3,048,465
Lauderdale-By-The-Sea	16.680	0.000	16.680	0.40%	$119,231
Lauderdale Lakes	44.000	0.000	44.000	1.05%	$314,518
Lauderhill	106.500	0.000	106.500	2.54%	$761,276
Lazy Lake Village	2.000	0.000	2.000	0.05%	$14,296
Lighthouse Point	45.500	0.000	45.500	1.08%	$325,240
Margate	101.090	0.000	101.090	2.41%	$722,605
Miramar	166.380	0.000	166.380	3.96%	$1,189,307
North Lauderdale	54.000	0.000	54.000	1.29%	$385,999
Oakland Park	115.000	0.000	115.000	2.74%	$822,036
Parkland	29.200	0.000	29.200	0.70%	$208,726
Pembroke Park	9.900	0.000	9.900	0.24%	$70,767
Pembroke Pines	469.850	0.000	469.850	11.20%	$3,358,551
Plantation	219.800	0.000	219.800	5.24%	$1,571,160
Pompano Beach	279.208	0.000	279.208	6.65%	$1,995,816
Sea Ranch Lakes	2.040	0.000	2.040	0.05%	$14,582
Southwest Ranches	67.600	0.300	67.900	1.62%	$485,358
Sunrise	186.020	8.400	194.420	4.63%	$1,389,740
Tamarac	136.860	0.000	136.860	3.26%	$978,294
West Park	51.550	0.000	51.550	1.23%	$368,486
Weston	100.743	0.000	100.743	2.40%	$720,125
Wilton Manors	47.000	0.000	47.000	1.12%	$335,962
TOTALS	**4,093.699**	**103.200**	**4,196.899**	**100%**	**$30,000,000**

Source: *2023 City County Mileage*, FDOT City/County Road Mileage *Report, Retrieved from https://ftp.fdot.gov/public/folder/nNfIAvma106mshfAabOmyQ/City_and_County_Roads [BCCMA Surtax Subcommittee]*

Notes:

(1) ***Percentage of Centerline Miles*** is calculated using the Total of Paved + Unpaved Municipal-owned Roads

(2) ***Surtax Allocation*** is obtained by applying the ***Percentage of Centerline Miles*** by Municipality to $30,000,000

(3) Hillsboro Beach reports both .5 public miles, and 0; allocation calculated with 0.5 miles

EXHIBIT C
List of Municipal Capital Project Tails

Surtax Municipal Capital Project Information for Projects with Unfunded Tails(1)								
Project Information				Project Phase & Future Programming Information			Unfunded Phase(s) & Future Funding Information	
	Municipality	Project ID	Project Name	Funded Phase	Fiscal Year Programmed	Amount Programmed	Unfunded Phase	Estimated Cost (2)
1	Wilton Manors	WILT-22-001	Five Points Redesign Project Construction Phase	Design	2026	$ 500,000.00	Construction	$ 4,725,000
2	Miramar	MIRA-017	Bass Creek Road Expansion from SW 148th Avenue to FL Turnpike	Design	2027	$ 506,520.00	Construction	$ 4,280,128
3	Oakland Park	OAKL-22-020	NE 6th Avenue Improvements	Planning	2028	$ 552,779.00	Design & Construction	$ 12,823,731
4	Oakland Park	OAKL-22-003	NW 39th Street Improvements	Planning	2028	$ 235,414.00	Design & Construction	$ 3,554,459
5	Fort Lauderdale	FORT-22-001	SW 14 Avenue and Middle Street capacity increase and added parking lane	Design	2028	$ 223,320.00	Construction	$ 7,882,936
6	West Park	WPRK-001	County Line Road from SW 56th Avenue to South State Road 7 Improvement	Design	2027	$ 115,400.00	Construction	$ 1,350,729
7	Weston	WEST-312	South Post Road Roadway Improvements	Design	2027	$ 1,181,617.00	Construction	$ 10,851,452
8	Miramar	MIRA-013	SW 184th Avenue Expansion from Miramar Parkway to Pembroke Road	Design	2028	$ 1,527,120.00	Construction	$ 25,106,984

Notes:

(1) Projects #1-5 were recommended by the MPO for construction funding in new fifth year of Municipal Five-Year Plan (FY2030), totaling $33,266,254.

(2) Estimated cost utilized for unfunded phases is based on the data and report created by the MPO, titled "Ranking and Recommendations Cycle 6 Results," submitted to the County on April 15, 2025.

EXHIBIT D
Municipal Five-Year Plans for Fiscal Years 2020 - 2029

TYPE	CYCLE	MUNICIPALITY	PROJECT ID	FY 2020	PH	FY 2021	PH	FY 2022	PH	FY 2023	PH	FY 2024	PH	FY 2025	PH	FY 2026	PH	FY 2027	PH	FY 2028	PH	FY 2029	PH	Total
R&M	1	Lauderhill	BC-LAHILL-FY2020-00001	$ 15,500	C																			$ 15,500
R&M	1	Plantation	BC-PLANT-FY2020-00002	$ 2,749,823	C																			$ 2,749,823
R&M	1	Fort Lauderdale	BC-FTLAUD-FY2020-00002	$ 2,553,217	C																			$ 2,553,217
R&M	1	Hollywood	BC-HLYWD-FY2020-00002	$ 1,666,863	C																			$ 1,666,863
R&M	1	Fort Lauderdale	BC-FTLAUD-FY2020-00004	$ 1,617,300	C																			$ 1,617,300
R&M	1	Hollywood	BC-HLYWD-FY2020-00001	$ 2,967,457	C																			$ 2,967,457
R&M	1	Tamarac	BC-TAM-FY2020-00001	$ 2,817,339	C																			$ 2,817,339
R&M	1	Coconut Creek	BC-CCREEK-FY2020-00001	$ 3,000,000	C																			$ 3,000,000
R&M	1	Deerfield Beach	BC-DFBEACH-FY2020-00001	$ 791,219	C																			$ 791,219
R&M	1	Southwest Ranches	BC-SWRANCHES-FY2020-0000	$ 1,223,165	C																			$ 1,223,165
R&M	1	Lighthouse Point	BC-LHPOINT-FY2020-00001	$ 913,588	C																			$ 913,588
R&M	1	Oakland Park	BC-OAKLAND-FY2020-00001	$ 2,981,440	C																			$ 2,981,440
R&M	1	Miramar	BC-MIRAM-FY2020-00003	$ 2,234,426	C																			$ 2,234,426
R&M	1	Southwest Ranches	BC-SWRANCHES-FY2020-0000	$ 737,005	C																			$ 737,005
R&M	1	Hollywood	BC-HLYWD-FY2020-00003	$ 1,038,006	C																			$ 1,038,006
R&M	1	Hallandale Beach	BC-HBEACH-FY2020-00001	$ 2,971,710	C																			$ 2,971,710
R&M	1	Oakland Park	BC-OAKLAND-FY2020-00002	$ 2,072,800	C																			$ 2,072,800
R&M	1	Miramar	BC-MIRAM-FY2020-00002	$ 1,854,177	C																			$ 1,854,177
R&M	1	Weston	BC-WESTON-FY2020-00004	$ 72,765	C																			$ 72,765
R&M	1	Cooper City	BC-COOPERC-FY2020-00001	$ 1,036,960	C																			$ 1,036,960
R&M	1	Dania Beach	BC-DBEACH-FY2020-00001	$ 297,905	C																			$ 297,905
R&M	1	Miramar	BC-MIRAM-FY2020-00001	$ 1,995,001	C																			$ 1,995,001
R&M	1	Coral Springs	BC-CSPRINGS-FY2020-00001	$ 399,406	C																			$ 399,406
R&M	1	North Lauderdale	BC-NRTHLAUD-FY2020-00008	$ 1,440,093	C																			$ 1,440,093
R&M	1	Margate	BC-MARG-FY2020-00002	$ 293,350	C																			$ 293,350
R&M	1	Weston	BC-WESTON-FY2020-00001	$ 596,268	C																			$ 596,268
R&M	1	Fort Lauderdale	BC-FTLAUD-FY2020-00001	$ 1,252,300	C																			$ 1,252,300
R&M	1	Margate	BC-MARG-FY2020-00001	$ 176,064	C																			$ 176,064
R&M	1	Lighthouse Point	BC-LHPOINT-FY2020-00002	$ 1,051,247	C																			$ 1,051,247
R&M	1	North Lauderdale	BC-NRTHLAUD-FY2020-00006	$ 2,914,575	C																			$ 2,914,575
R&M	1	Sunrise	BC-SUNRISE-FY2020-00003	$ 852,796	C																			$ 852,796
R&M	1	Pembroke Pines	BC-PBRKPINES-FY2020-00001	$ 483,380	C																			$ 483,380
R&M	1	Weston	BC-WESTON-FY2020-00002	$ 191,834	C																			$ 191,834
R&M	1	Fort Lauderdale	BC-FTLAUD-FY2020-00003	$ 522,757	C																			$ 522,757
R&M	1	Margate	BC-MARG-FY2020-00003	$ 1,053,184	C																			$ 1,053,184
R&M	1	Wilton Manors	BC-WMANORS-FY2020-00001	$ 1,334,667	C																			$ 1,334,667
R&M	1	Wilton Manors	BC-WMANORS-FY2020-00003	$ 1,425,600	C																			$ 1,425,600
R&M	1	Wilton Manors	BC-WMANORS-FY2020-00002	$ 1,651,467	C																			$ 1,651,467
R&M	1	Sunrise	BC-SUNRISE-FY2020-00006	$ 1,853,260	C																			$ 1,853,260
R&M	1	Lauderdale Lakes	BC-LLAKES-FY2020-00001	$ 400,000	C																			$ 400,000
MCP	1	Wilton Manors	WILT-006	$ 247,711	C																			$ 247,711
MCP	1	Sunrise	SUNR-025.1	$ 5,180,000	C																			$ 5,180,000
MCP	1	Pompano Beach	POMP-004	$ 1,174,741	C																			$ 1,174,741
MCP	1	North Lauderdale	NLAU-007.1	$ 1,998,187	C																			$ 1,998,187
MCP	1	Weston	WEST-224	$ 1,612,082	C																			$ 1,612,082
MCP	1	West Park	WPRK-004	$ 1,638,987	C																			$ 1,638,987
MCP	1	Coral Springs	CORA-115.1	$ 496,917	C																			$ 496,917
MCP	1	Dania Beach	DANI-019	$ 2,191,740	C																			$ 2,191,740
MCP	1	Davie	DAVI-003	$ 4,859,167	C																			$ 4,859,167
MCP	1	Cooper City	COOP-036	$ 30,000	C																			$ 30,000
MCP	1	Hallandale Beach	HALL-026	$ 513,600	C																			$ 513,600
MCP	1	Deerfield Beach	DEER-003	$ 800,000	C																			$ 800,000
MCP	1	Southwest Ranches	SWRA-032	$ 124,000	C																			$ 124,000
MCP	1	Oakland Park	OAKL-099	$ 330,000	C																			$ 330,000
MCP	1	Hollywood	HOLL-064	$ 5,000,000	C																			$ 5,000,000
MCP	1	Pembroke Park	PPRK-002					$ 1,272,115	C															$ 1,272,115
MCP	1	Fort Lauderdale	FORT-122	$ 2,996,668	C																			$ 2,996,668
MCP	1	Tamarac	TAMA-003.1	$ 528,902	C																			$ 528,902
MCP	1	Wilton Manors	WILT-012	$ 629,804	C																			$ 629,804
MCP	1	Pompano Beach	POMP-006	$ 3,741,868	C																			$ 3,741,868
MCP	1	Hallandale Beach	HALL-005	$ 2,977,563	C																			$ 2,977,563
MCP	1	Davie	DAVI-001	$ 1,000,000	C																			$ 1,000,000
MCP	1	Hollywood	HOLL-035	$ 700,000	C																			$ 700,000
MCP	1	Lauderdale Lakes	LLAK-015	$ 863,663	C																			$ 863,663
MCP	1	Weston	WEST-308	$ 319,086	C																			$ 319,086
MCP	1	Weston	WEST-307.1	$ 232,739	C																			$ 232,739
MCP	1	Tamarac	TAMA-014	$ 445,817	C																			$ 445,817
MCP	1	Wilton Manors	WILT-013	$ 639,650	C																			$ 639,650
MCP	1	Miramar/Pembroke Pines	MIRA-001	$ 5,930,000	D	$ 3,500,000	R					$ 10,000,000	C	$ 10,000,000	C	$ 11,000,000	C	$ 10,000,000	C	$ 10,000,000	C			$ 60,430,000
MCP	1	Fort Lauderdale	FORT-108	$ 195,000	P	.				$ 780,000	D			$ 2,762,500	C	$ 2,762,500	C							$ 6,500,000
MCP	1	Oakland Park	OAKL-023	$ 945,000	D	$ 6,930,000	C																	$ 7,875,000
MCP	1	Coral Springs	CORA-097	$ 600,000	P			$ 250,000	D	$ 9,450,000	C			$ 250,000	D	$ 9,450,000	C							$ 20,000,000
MCP	1	Pompano Beach	POMP-002	$ 2,983,200	D			$ 10,938,400	C			$ 10,938,400	C											$ 24,860,000
MCP	1	Hollywood	HOLL-036	$ 120,000	D	$ 880,000	C																	$ 1,000,000
MCP	1	Davie	DAVI-016	$ 360,000	D	$ 2,640,000	C																	$ 3,000,000
MCP	1	Pembroke Pines	PPIN-039	$ 132,938	P									$ 531,750	D	$ 3,766,562	C							$ 4,431,250
MCP	1	West Park	WPRK-002	$ 90,000	D	$ 660,000	C																	$ 750,000
MCP	1	Lauderdale Lakes	LLAK-006	$ 25,500	P					$ 102,000	D			$ 722,500	C									$ 850,000
MCP	1	Pembroke Park	PPRK-010	$ 264,000	D	$ 220,000	C							$ 1,909,497	C									$ 2,393,497
MCP	1	Weston	WEST-303	$ 588,000	D							$ 4,312,000	C											$ 4,900,000
MCP	1	Deerfield Beach	DEER-007	$ 480,000	D					$ 3,520,000	C													$ 4,000,000
MCP	1	Tamarac	TAMA-008	$ 135,000	P			$ 540,000	D					$ 3,825,000	C									$ 4,500,000

TYPE	CYCLE	MUNICIPALITY	PROJECT ID	FY 2020	PH	FY 2021	PH	FY 2022	PH	FY 2023	PH	FY 2024	PH	FY 2025	PH	FY 2026	PH	FY 2027	PH	FY 2028	PH	FY 2029	PH	Total
MCP	1	Lighthouse Point	LHP-010	$ 67,500	P							$ 270,000	D	$ 1,912,500	C									$ 2,250,000
MCP	1	North Lauderdale	NLAU-007.2	$ 360,218	D			$ 4,639,782	C															$ 5,000,000
MCP	1	Margate	MARG-002	$ 20,880	D					$ 153,120	C													$ 174,000
MCP	1	Fort Lauderdale	FORT-104	$ 360,000	D			$ 2,640,000	C															$ 3,000,000
MCP	1	Oakland Park	OAKL-007	$ 150,000	P																			$ 150,000
MCP	1	Coral Springs	CORA-098	$ 600,000	P									$ 250,000	D	$ 9,450,000	C	$ 9,700,000	C					$ 20,000,000
MCP	1	Hollywood	HOLL-038	$ 150,000	P							$ 600,000	D	$ 4,250,000	C									$ 5,000,000
MCP	1	Miramar	MIRA-020	$ 144,000	D					$ 1,056,000	C													$ 1,200,000
MCP	1	Lauderdale Lakes	LLAK-016	$ 15,000	P					$ 60,000	D					$ 425,000	C							$ 500,000
MCP	1	Sunrise	SUNR-075	$ 1,110,000	D					$ 2,860,000	C					$ 5,280,000	C							$ 9,250,000
MCP	1	Davie	DAVI-012	$ 240,000	D							$ 1,760,000	C											$ 2,000,000
MCP	1	Wilton Manors	WILT-003	$ 240,000	D					$ 1,760,000	C													$ 2,000,000
MCP	1	West Park	WPRK-003	$ 420,000	D							$ 3,080,000	C											$ 3,500,000
MCP	1	Weston	WEST-192	$ 369,600	D							$ 3,091,549	C											$ 3,461,149
MCP	1	Deerfield Beach	DEER-005	$ 300,000	D					$2,200,000	C													$ 2,500,000
MCP	1	North Lauderdale	NLAU-008	$ 360,000	D			$2,640,000	C															$ 3,000,000
MCP	1	Cooper City	COOP-024	$ 480,000	D							$ 2,112,000	C	$ 1,408,000	C									$ 4,000,000
MCP	1	Parkland	PARK-002	$ 312,000	D			$2,288,000	C															$ 2,600,000
MCP	1	Margate	MARG-047	$ 120,000	D									$ 880,000	C									$ 1,000,000
MCP	1	Southwest Ranches	SWRA-022	$ 5,160	D			$37,840	C															$ 43,000
MCP	1	Tamarac	TAMA-001	$ 120,000	P																			$ 120,000
MCP	1	Dania Beach	DANI-017	$ 865,440	D			$ 6,346,560	C															$ 7,212,000
MCP	1	Coral Springs	CORA-102	$ 45,000	D									$ 330,000	C									$ 375,000
MCP	1	Miramar/Pembroke Pines	MIRA-025	$ 252,000	D							$ 1,848,000	C											$ 2,100,000
MCP	1	Lauderdale Lakes	LLAK-018	$ 120,000	D											$ 880,000	C							$ 1,000,000
MCP	1	Hallandale Beach	HALL-019	$ 180,000	D											$ 1,320,000	C							$ 1,500,000
MCP	1	Davie	DAVI-014	$ 336,000	D											$ 2,464,000	C							$ 2,800,000
MCP	1	Coconut Creek	COCO-016	$ 330,600	D									$ 2,424,400	C									$ 2,755,000
MCP	1	West Park	WPRK-008	$ 240,000	D							$ 1,760,000	C											$ 2,000,000
MCP	1	Pompano Beach	POMP-013	$ 711,452	D							$ 5,217,316	C											$ 5,928,768
MCP	1	Parkland	PARK-007	$ 72,000	D											$ 528,000	C							$ 600,000
MCP	1	Margate	MARG-033	$ 24,000	D											$ 176,000	C							$ 200,000
MCP	1	Hollywood	HOLL-056	$ 100,000	D							$ 733,333	C											$ 833,333
MCP	3	Miramar	MIRA-017															$ 506,520	D					$ 506,520
MCP	3	West Park	WPRK-001															$ 115,400	D					$ 115,400
MCP	3,4	Davie	DAVI-019															$ 370,416	D	$ 5,871,572	C			$ 6,241,988
MCP	3	Weston	WEST-312															$ 1,181,617	D					$ 1,181,617
MCP	3,4	Davie	DAVI-002															$ 367,726	D	$ 5,619,520	C			$ 5,987,246
MCP	3	Oakland Park	OAKL-22-004															$ 471,137	C					$ 471,137
MCP	3,4	Davie	DAVI-011															$ 331,979	D	$ 5,796,163	C			$ 6,128,142
MCP	3	Lauderhill	LHIL-518															$ 511,563	D	$ 10,363,448	C			$ 10,875,011
R&M	1	Oakland Park	OAKL-2020-003							$ 510,510	C													$ 510,510
R&M	1	Coral Springs	CORA-2020-002											$ 1,712,582	C									$ 1,712,582
R&M	1	Hallandale Beach	HALL-2020-002							$ 162,979	C													$ 162,979
R&M	1	North Lauderdale	NLAU-2020-002															$ 1,646,365	C					$ 1,646,365
R&M	1	Lauderdale Lakes	LLAK-2020-002															$ 2,000,000	C					$ 2,000,000
R&M	1	Margate	MARG-2020-004							$ 123,599	C													$ 123,599
MCP	4,5	Coconut Creek	COCO-23-007																	$ 1,623,055	D	$ 14,745,559	C	$ 16,368,614
MCP	4,5	Fort Lauderdale	FORT-23-001																	$ 500,000	D	$ 9,677,609	C	$ 10,177,609
MCP	4	Coconut Creek	COCO-23-001																	$ 6,371,882	C			$ 6,371,882
MCP	4	Oakland Park	OAKL-22-020																	$ 552,779	P			$ 552,779
MCP	4	Wilton Manors	WILT-22-001													$ 500,000	D							$ 500,000
MCP	4	Oakland Park	OAKL-22-003																	$ 235,414	P			$ 235,414
MCP	4	Fort Lauderdale	FORT-22-001																	$ 223,320	D			$ 223,320
MCP	4	Miramar	MIRA-013																	$ 1,527,120	D			$ 1,527,120

MCP = Municipal Capital Project; R&M = Rehabilitation & Maintenance Project
PH = Phases: P - Planning, D - Design, R - Right of Way, C - Construction
NOTE: MCPs or R&Ms that have been combined with other awarded municipal projects are referred to as "bundles"; only one Project ID associated with a bundle is shown. MCPs or R&Ms that have been withdrawn or removed from the municipal surtax program are not shown.

Agenda Item Report

Subject:	Consideration and Approval of Proposal from TK Elevator (TKE) for Town Hall Elevator Modernization - Public Services Director Odoms RESOLUTION NO.: 2025-039 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO ENTER INTO AN AGREEMENT WITH TK ELEVATOR (TKE) FOR THE MODERNIZATION OF THE TOWN HALL ELEVATOR UTILIZING THE SOURCEWELL COOPERATIVE PURCHASING CONTRACT IN THE AMOUNT OF $485,007.64; AUTHORIZING THE TOWN MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - September 10, 2025
Prepared For:	Town Commission
Staff Contact:	Jeff Odoms, Public Services Director
Dept/Group:	Public Works
Recommendation for Counsel to consider:	
Background Information:	The elevator at Town Hall has reached the end of its useful life and requires modernization to ensure continued safe, reliable, and code-compliant operation. The age of the equipment has made sourcing replacement parts increasingly difficult, while repair and maintenance costs have continued to escalate. Modernization is necessary to improve functionality, meet current standards, and provide consistent accessibility for the public and staff. TK Elevator (TKE) has submitted a proposal through the Sourcewell cooperative purchasing contract for the complete modernization of the Town Hall elevator. Utilizing the Sourcewell contract allows the Town to benefit from competitively solicited pricing without conducting a separate formal bid process. The total cost of the project, as proposed by TKE under the Sourcewell contract, is $485,007.64.
Staff Recommendations:	Staff recommends that the Town Commission approve the proposal

	from TK Elevator (TKE), utilizing the Sourcewell cooperative purchasing contract, in the amount of $485,007.64 for the modernization of the Town Hall elevator, and authorize the Town Manager to execute all necessary documents to proceed.
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

Resolution 2025-039
Cooperative contract
Pembroke Park Town Hall - MOD
TK Elevator Contract 050224_Sourcewell
Letter of Non-Proprietary

	Status:
Jacob Horowitz, Town Attorney	Pending
David Lynch, Town Manager	None
Cynthia Garcia-Lima, Town Clerk	None

RESOLUTION NO. 2025-039

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO ENTER INTO AN AGREEMENT WITH TK ELEVATOR (TKE) FOR THE MODERNIZATION OF THE TOWN HALL ELEVATOR UTILIZING THE SOURCEWELL COOPERATIVE PURCHASING CONTRACT IN THE AMOUNT OF $485,007.64; AUTHORIZING THE TOWN MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the elevator at Town Hall has reached the end of its useful life and requires modernization to ensure safe, reliable, and code-compliant operation; and

WHEREAS, Town staff has determined that modernization is necessary to improve reliability, reduce maintenance costs, and provide continued accessibility to the public and staff; and

WHEREAS, TK Elevator (TKE) has submitted a proposal to perform the modernization through the Sourcewell cooperative purchasing contract, which provides competitively solicited pricing available to the Town; and

WHEREAS, the total cost of the project is **$485,007.64**; and

WHEREAS, the Town Commission has determined that entering into an agreement with TK Elevator (TKE) for the modernization of the Town Hall elevator through the Sourcewell contract is in the best interests of the Town.

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

Section 1. The Town Commission hereby authorizes the Town to enter into an agreement with TK Elevator (TKE) for the modernization of the Town Hall elevator utilizing the Sourcewell cooperative purchasing contract in the amount of **$485,007.64**.

Section 2. The Town Manager is hereby authorized to execute the agreement and all other necessary documents to effectuate the intent of this Resolution.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. If any section, subsection, sentence, clause, or provision of this Resolution is held invalid, the remainder shall not be affected and shall remain in full force and effect.

Section 5. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this ____ day of August, 2025.

_____
MAYOR GEOFFREY JACOBS

ATTEST:

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____
JACOB HOROWITZ
Town Attorney

AGREEMENT
BETWEEN THE TOWN OF PEMBROKE PARK
AND
TK ELEVATOR CORPORATION

THIS AGREEMENT is entered into on_____, 2025 between the Town of Pembroke Park, a municipal corporation with principal offices located at 3150 SW 52nd Avenue, Pembroke Park, FL ("Town") and TK Elevator Corporation, a corporation authorized to do business in the State of Florida, with principal office located at 2801 S.W. 15th Street, Pompano Beach, FL ("Contractor"). The parties hereby agree to the following terms and conditions.

1. In return for valuable consideration, Contractor shall comply with the terms and conditions of the Sourcewell ("SW") Cooperative Purchasing Program: Contract Number 050224-TKE ("Purchasing Contract") attached hereto as Exhibit A and the Contractor's proposal submitted to the Town (the "Proposal") attached hereto as Exhibit B. All terms and conditions of the contract documents set forth in Exhibit A, Exhibit B are incorporated herein as if set forth in full, except as modified by this Agreement. In the event of a conflict between this Agreement, Exhibit A and Exhibit B, this Agreement shall prevail, followed by Exhibit B.

2. Upon execution of this Agreement, all references made to SW, as the lead agency in the Purchasing Contract, shall be interpreted as pertaining to the Town of Pembroke Park, and all terms and conditions of Exhibit A shall be deemed as having been implemented for use within the Town. It is understood that wherever the words "agency name" or "agency board name" appear, they shall be read as "Town of Pembroke Park" and "Town of Pembroke Park Town Commission."

3. Term. The term of this Agreement shall be concurrent with the term set forth in Exhibit A.

4. Contract Sum and Payments:

   The price for the Product is as set forth in Exhibit B. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII, Chapter 218.

5. **Insurance: In addition to the insurance requirements stated in the Purchasing Agreement, Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the Town's Risk Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the Town. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the Town's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement. The following minimal insurance coverage shall be provided:**

a. Worker's Compensation Insurance: The Contractor shall procure and maintain for the life of this Agreement, Workers' Compensation. Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any sub-Contractor that does not have their own Workers' Compensation and Employer's Liability Insurance. The policy must contain a waiver of subrogation in favor of the Town of Pembroke Park, executed by the insurance company. Sixty-(60) days notice of cancellation is required and must be provided to the Town of Pembroke Park via Certified Mail.

b. Comprehensive General Liability: The Contractor shall procure and maintain, for the life of this Agreement, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors' Products and Completed Operations and Contractual Liability. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Agreement.

c. Business Automobile Liability: The Contractor shall procure and maintain, for the life of the Agreement, Business Automobile Liability Insurance.

d. The Minimum Limits of Coverage shall be $1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability.

e. The Town must be named as an additional insured for General Liability coverage unless Owners and Contractors' Protective Coverage is also provided, or required. Sixty (60) days written notice must be provided to the Town via Certified Mail in the event of cancellation.

f. The minimum limits of coverage shall be $1,000,000 per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" type policy. The Town must be listed as an Additional Insured under the Policy. Sixty (60) days written notice must be provided to the Town via Certified Mail in the event of cancellation.

g. In the event that sub-contractors used by the Contractor do not have insurance, or do not meet the insurance limits, Contractor shall indemnify and hold harmless the Town for any claim in excess of the sub-Contractors' insurance coverage, arising out of negligent acts, errors or omissions of the sub-contractors.

h. Contractor shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the Town.

i. Contractor shall indemnify and hold the Town harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the Town as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

6. Indemnification:

a. The Contractor shall indemnify and hold harmless the Town, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the Town or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

b. Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

c. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

d. The Town and Contractor 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 there for. 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. Furthermore, the Town and Contractor 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 Town's and the Contractor's responsibility to indemnify.

e. Town reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.

f. Nothing contained herein is intended nor shall it be construed to waive Town's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

7. Assignment and Subcontracting:

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the Town. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the Town.

8. Termination:

a. Termination for Convenience: This Agreement may be terminated by the Town for convenience, upon seven (7) days of written notice by the Town to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the Town against loss pertaining to this termination.

b. Default by Contractor: In addition to all other remedies available to the Town, this Agreement shall be subject to cancellation by the Town for cause, should the 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 thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

9. Public Records

A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records in the CONTRACTOR's possession or control in connection with the CONTRACTOR's performance under this Agreement that ordinarily and necessarily would be required by the Town in order to perform the service.

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

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.

4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to Town, at no cost to Town, within seven days. All records stored electronically by CONTRACTOR shall be delivered to TOWN in a format that is compatible with Town's information technology systems. Once the public records have been delivered to Town upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Town.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-966-4600, TOWNCLERK@TPPFL.GOV OR BY MAIL: TOWN OF PEMBROKE PARK, 3150 SW 52nd AVENUE, PEMBROKE PARK, FL 33023.

10. Agreement Subject to Funding

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.

14. Governing law and venue:

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 is fixed in Broward County, Florida.

15. Signatory Authority:

The Contractor shall provide the Town with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

16. Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-

enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

17. No Construction Against Drafting Party:

    Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

18. Notice:

    Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person; sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services or by messenger service, addressed to the party for whom it is intended at the following addresses.

    TOWN

    Geoffrey Jacobs, Mayor
    Town of Pembroke Park
    3150 SW 52nd Avenue
    Pembroke Park, Florida 33023
    gjacobs@tppfl.gov

    With a copy to Town Attorney at the following address:

    Jacob G. Horowitz, Esq.
    Goren, Cherof, Doody & Ezrol, P.A.
    3099 East Commercial Blvd., Suite 200
    Fort Lauderdale, FL 33308
    jhorowitz@gorencherof.com

    CONTRACTOR

    Eddy Alorda, Branch Manager
    TK Elevator Corporation
    2801 S.W. 15th Street
    Pompano Beach, FL 33069
    Telephone No. (561) 301-4179
    Eddy.alorda@tkelevator.com

    Scrutinized Companies:

a. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the CONTRACTOR , its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

19. E-Verify. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

20.1 Definitions for this Section:

20.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, CONTRACTOR or consultant.

20.1.2 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

20.1.3"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

20.2 Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

20.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

20.2.2 All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town of Pembroke Park. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Pembroke Park; and

20.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

TOWN OF PEMBROKE PARK, a Florida municipal corporation

BY: _____
Geoffrey Jacobs, Mayor

ATTEST:

BY: _____
Cynthia Garcia-Lima, Town Clerk

APPROVED AS TO LEGAL FORM:

BY: _____
Jacob G. Horowitz, Esq.
Town Attorney

WITNESSED BY:

_____

_____
Print name

_____

_____
Print name

TK ELEVATOR CORPORATION

BY: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF_____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____, as _____ of TK Elevator Corporation, and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of_____, as _____ of TK Elevator Corporation, and who is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid

this ____ day of _____, 2025.

_____
NOTARY PUBLIC

_____
Print or Type Name

My Commission Expires:

EXHIBIT A

SOURCEWELL COOPERATIVE PURCHASING PROGRAM

(SOURCEWELL CONTRACT # 050224-TKE)

EXHIBIT B

Proposal

MODERNIZATION PROPOSAL



MOVE BEYOND

Modernization Proposal

August 22, 2025

Pembroke Park Town Hall - MOD

Purchaser:	Town of Pembroke Park	Location:	Town of Pembroke Park Town Hall
Address:	3150 SW 52nd Ave, Pembroke Park, FL 33023	Address:	3150 SW 52nd Ave, Pembroke Park, FL 22032

TK Elevator Corporation (hereinafter "TK Elevator") is dedicated to delivering (hereinafter "Purchaser") the safest, highest quality vertical transportation solutions. I am pleased to present this customized Proposal (the "Proposal") in the amount of **$485,007.64** inclusive of all applicable sales and use taxes to modernize the elevator equipment described in the pages that follow at the above-referenced location.

Our modernization package is engineered specifically for your elevator system and will include the elevator mechanical and electrical components being replaced, refurbished or retained.

Benefits of Modernization include:

- Increased durability and reliability
- Improved fire and life safety features
- Decreased waiting times
- Reduced energy consumption
- Reduced operational cost
- Reduced troubleshooting time

The price above does not include any value added taxes, tariffs, duties, and/or similar charges or the financial impacts to TK Elevator caused thereby. The price of this Proposal is subject to escalation - even after Purchaser's acceptance of this Proposal - under certain circumstances including the imposition of taxes, tariffs, or other charges imposed by applicable governmental authorities and/or TK Elevator being subjected to increased charges by its suppliers, shippers and/or freight forwarders as set forth in the terms and conditions in this Proposal.

Furthermore, all preparatory work by other trades must be completed and elevator equipment shipped by 11-10-2026 and the installation must be completed by 02-02-2027, otherwise, the price is also subject to increase.

If not accepted within twenty-one (21) calendar days of the date of this Proposal or the date presented to Purchaser, this Proposal shall automatically be revoked and shall be null and void.

Please note this proposal falls under Sourcewell contract #050224- TKE. This proposal serves to only cover the installation of modernization for the elevator(s) referenced within this agreement and does not include any maintenance or service beyond the scope of work within. Should the purchaser wish to contract TK Elevator to provide maintenance a separate proposal will be provided.

In the event you have any questions regarding the content of this Proposal please contact me at +1 561 3014179

We appreciate your consideration.

Regards,

Aaron Patmor

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Pompano Beach, FL 33069
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SCOPE OF WORK

Building : Pembroke Park Town Hall

Groups Included

Group Name	# of units	Equipment Type
1	1	Hydraulic
2	1	Hydraulic

Group : 1
Equipment Classification: Hydraulic

Group : 2
Equipment Classification: Hydraulic

Description of Work

Car

Item Description	Option	Installed On
Two-way Communication Camera (dome), Ethernet Extender (kit), & Battery Backup	New	Unit(s) 1,2
Car Top Exit Switch	New	Unit(s) 1,2
Crosshead data tag (for existing car slings)	New	Unit(s) 1,2
21" Toe guard	New	Unit(s) 1,2
Car Top Inspection Station (Stand Alone)	New	Unit(s) 1
4" Car Roller Guides (set of 4)	New	Unit(s) 1
Guide shoe mounting plates (set of 4 - only with shoe purchase from tkE)	New	Unit(s) 1,2
Fan: Two Speed	New	Unit(s) 1,2
Cab Wiring Material (200MK1)	New	Unit(s) 2
Slide Guides for 8 - 15 lb rails (set of 4)	New	Unit(s) 2

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Hoistway Equipment

Item Description	Option	Installed On
Hoistway Duct Kit	New	Group(s) 1,2
TAC 32 Field Friendly Wiring Package Includes single traveling cable, hoistway wiring, interlock wiring, interlock connectors, and serial wiring.	New	Unit(s) 1,2
Steel Tape with Mounting hardware, Selector and magnets (terminal limits included)	New	Unit(s) 1
HN Boxes (per each 2 cars, grouped)	New	Unit(s) 1,2
Base Wiring Package for Two-way Communication Code	New	Unit(s) 1,2
Selector and magnets (terminal limits included) Existing Steel Tape to be reused	New	Unit(s) 2

Car Fixtures

Item Description	Option	Installed On
• Applied Panel	New	Unit(s) 1,2
Standard Braille Plates for Car Features	New	Unit(s) 1,2
Main Car Station Includes Options Below	New	Unit(s) 1,2
Emergency Light mounted in COP	New	Unit(s) 1,2
Speaker Pattern for Intercom System/ADA Phone	New	Unit(s) 1,2
Vandal Resistant Floor Buttons	New	Unit(s) 1,2
Two-way Communication Position Indicator	New	Unit(s) 1,2
Locked Service Cabinet	New	Unit(s) 1,2
Handicap Signal (Passing signal)	New	Unit(s) 1,2
2004 and later Fire Service Phase II Features (includes instructions signage)	New	Unit(s) 1,2
No Smoking (Verbiage Engraved on COP with Cast Symbol)	New	Unit(s) 1,2
ADA Phone System integral with COP (Rath)	New	Unit(s) 1,2
#4 Stainless Steel Finish (441)	New	Unit(s) 1,2
Certificate Window	New	Unit(s) 1,2
Standard Key Switch Package • Fan • Light • Independent • Stop • Inspection/Hoistway Enable)	New	Unit(s) 1,2
Car Riding Lantern (Standard) #4 S/S (441)	New	Unit(s) 1,2

Pit Equipment

Item Description	Option	Installed On
Pit Ladder 12" Wide	New	Unit(s) 1,2
Pit Stop Switch	New	Unit(s) 1,2
2" Shutoff Valve Kit (Pit)	New	Unit(s) 1,2
Pit Switches	New	Unit(s) 1,2
Shutoff Valve Kit (Pit)	New	Unit(s) 1,2

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Power Unit

Item Description	Option	Installed On
55 gallon drum of Biodegradable oil (Citgo NZ)	New	Unit(s) 1,2
Overspeed Valve Kit for 2" (less than 150 GPM)	New	Unit(s) 1,2
Isolation Couplings	New	Unit(s) 1,2
5 gallon drum of Biodegradable oil (Citgo NZ)	New	Unit(s) 1,2
2" Shutoff Valve Kit (Pump)	New	Unit(s) 1,2
EP-125 Power Unit (Submersible)	New	Unit(s) 1
EP-80 Power Unit (Submersible)	New	Unit(s) 2

Controller

Item Description	Option	Installed On
MAX Link 2-Line ATA kit	New	Group(s) 1,2
eMax Monitoring Device Provisions	New	Group(s) 1,2
Solid State Starters (6 or 12 leads) 230 VAC	New	Unit(s) 1,2
Viscosity Control (Required over 150 FPM)	New	Unit(s) 1,1,2,2
TAC 32H Controller (Includes Options listed below) • 24 VDC Signal Voltage • Electronic Door Detector Interface	New	Unit(s) 1,2
Fire Service	New	Unit(s) 1,2
User Interface Tool	New	Unit(s) 1,2
Car Riding Lantern	New	Unit(s) 1,2
Position Indicator	New	Unit(s) 1,2
Hoistway Enable/Inspection Operation	New	Unit(s) 1,2
Hoistway Access	New	Unit(s) 1,2

Hall Fixtures

Item Description	Option	Installed On
TAC Serial Boards, Base Charge	New	Group(s) 1,2
Terminal Hall Stations (Flush Mounted) with • Appendix O (Polycarbonate insert flame) • (#4 S/S (441))	New	Group(s) 1,2
Standalone Fire Service Phase I with Plastic Instructions #4 S/S (441)	New	Group(s) 1
2009 & 2010 Elevator Communications Failure add	New	Group(s) 1,2
Serial Boards for Front Risers	New	Group(s) 1,2
Intermediate Hall Stations (Flush Mounted) with • Appendix O (Polycarbonate insert flame) • (#4 S/S (441))	New	Group(s) 1,2
Fire Service Phase I Key Switch and Signage (Plastic)	New	Group(s) 2
Serial Boards for Hoistway Access	New	Unit(s) 1,2
Hoistway Jamb Braille (Pair of Standard) (# of Floors)	New	Unit(s) 1,2
Serial Boards for Hall Lanterns/PI's	New	Unit(s) 1,2
Horizontal Hall Position Indicator (2" Digital) #4 S/S (441)	New	Unit(s) 1,2
Hoistway Access Switch in Hall Stations	New	Unit(s) 1,2

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Car Door Equipment

Item Description	Option	Installed On
3D Cabsafe Components Package (Front)	New	Unit(s) 1,2
Micro Light 3D 2019 (Front)	New	Unit(s) 1,2
Door Operator - GAL MOVFR II	New	Unit(s) 1
LD-16 Plus Door Operator with Complete carside equipment (FRONT) • includes Adapter kit (Tracks & Hangars), Clutch (w/ Car Door Lock latch & contact), & Car Top Inspection station (w/ alarm signal and Flooded Pit Jewel)	New	Unit(s) 2
Standard Clutch (Front) (for existing tkE HD operators or new UDO Drive only with new tkE clutch and pick-ups)	New	Unit(s) 2

Hoistway Door Equipment

Item Description	Option	Installed On
GAL interlocks and closer assembly	New	Unit(s) 1
Door tracks and hangers	New	Unit(s) 1
Hoistway Door Equipment complete (SSSS) Front • includes Tracks & Hangers, Interlocks & Pickups, & Reel Closers	New	Unit(s) 2

Jack

Item Description	Option	Installed On
Packing	New	Unit(s) 1,2

Cab

Item Description	Option	Installed On
Car Door (SSSS, #4 S/S (441))	New	Unit(s) 2

Clarifications to Architectural Plans and Specifications:

1. None at this time

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Work by others:
When an elevator is modernized, the rest of the building needs to be brought up to code as it pertains to the elevator system. TK Elevator proposes to subcontract such work with the following scope of work included in this bid. If the building wishes to contract this work themselves the price for this modernization will be reduced by $113,571.43.

1: Electrical
a. New Main line safety switch with rejection clips and RK5 fuse. (Size of disconnect is based on existing Motor sizes).
b. New cab car light safety switches.
c. Surge protection for elevators.
d. 2-way communication disconnect.
e. Code compliance machine room light fixtures with protective covers.
f. GFI receptacles in machine room.
g. GFI receptacles in each pit.
h. Lowering relay. (Wired in series with shunt trip breaker).
i. New hoist way lights in each pit.
j. Dedicated earth grounds per elevator machine room.
k. Extend existing phone line to new elevator equipment (connections by others).
l. Air conditioner connection.
m. Permit provided with this proposal (please allow 4 weeks after the owner information is submitted for permitting).
n. Price is based on reusing the existing main line feeders. (Based on existing motor sizes).
o. Labels on all disconnects.

2. Machine room mechanical
a. Two (2) 1-ton mini split systems. (Mitsubishi).
b. Two (2) refrigeration line sets.
c. Two (2) drain line connections.
d. Two (2) wall mount condenser stands.
e. Two (2) Line Covers.
f. Permit provided with this proposal.

3. General contracting
a. Two (2) exterior NOA Fire rated machine room door.
b. Two (2) NOA Rated door frame.
c. Two (2) self-closing door hardware.
d. Misc. patching in two (2) elevator hoistways.

4. Fire Alarm
a. Fire alarm recall allowance.
b. Testing, engineering, pre-inspection and elevator inspection for each elevator.
c. Conduit & wire from the existing devise to the new controllers.

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Cab Interiors:

TK Elevator proposes to replace the cab interiors. TK Elevator will subcontract a third-party cab company to work directly with the customer to design the new cab interiors. TK Elevator will then assist with standby for the installation. The allowance provided for the interior design is $12,000 per elevator. If the purchaser decides to not replace the cab interiors this proposal will be reduced by $42,355.44.

Jack and piston assembly

TK Elevator will subcontract the following work for both elevators:

Replace the existing cylinder using a new code compliant jack and piston assembly, new pit equipment and PVC liner (space permitting). Old cylinder, oil and debris will be removed using appropriate containers. Complete cylinder replacement, re pipe disconnected oil line in pit to cylinder, re install pit equipment with new seals, gaskets, and oil for cylinder and put car back in operation for inspection. Remove materials, tools, and supplies and provide general clean up. If the owner decides to not replace the jacks and pistons this proposal will be reduced by $114,683.54

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01 Key Tasks and Approximate Lead Times

Approximate Durations/Lead Times	
Contract execution (can run concurrently with layout drawing package preparation and approval)	TBD by Purchaser
Survey and Order of Materials (additional time required for cab, signal, entrance preparation and approval, if applicable)	2 - 6 Weeks
Fabrication time (from receipt of all approvals, fully executed contract, Material Release Form* and initial progress payment)	16 Weeks
Shipping: (Tennessee to local distribution center)	2 Weeks
Modernization of elevator system (Per Unit): (Upon completion of all required preparatory work by others and the signed pre-installation checklist)	5 - 7 Weeks

*If equipment is delivered to TKE's staging facility in accordance with the date shown on the TKE Material Release Form, and the preparatory work required by other trades is not completed, all storage charges as a result of site delays are to be paid by the Purchaser based on the storage rates noted below in this proposal.

The durations or lead times listed above are strictly approximations that can vary due to factors both within and outside of TK Elevator's control, are subject to change without notice to Purchaser and shall not be binding on TK Elevator.

02 Payment of Work

55% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) will be due and payable as an initial progress payment within 30 days from TK Elevator's receipt of a fully executed copy of this Proposal. This initial progress payment will be applied to project management, permits, engineering and shop drawings, submittals, drilling mobilizations (if required) and raw material procurement. Material will be ordered once this payment is received and the parties have both executed this Proposal and the Material Release Form.

20% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) shall be due and payable when the material described above has been furnished. Material is considered furnished when it has been received at the jobsite or TK Elevator staging facility. Supporting documentation of materials stored shall be limited to stored materials certificates of insurance and bills of lading. Pictures will not be provided. Receipt of this payment is required prior to mobilization of labor.

25% of the price set forth in this Proposal shall be made as progress payments throughout the life of the project. In the event TK Elevator fails to receive payment within thirty (30) days of the date of a corresponding invoice, TK Elevator reserves the right to demobilize until such a time that the payments have been brought up to date, and TK Elevator has the available manpower.

It is agreed that there will be no withholding of retainage from any billing and by the customer from any payment.

The payment terms breakdown above shall be considered the Schedule of Values for the project as written. Billing shall be submitted on or before the 25th day of the month according to the payment schedule above and accompanied by a form of G702-703 pay application/schedule of values and a conditional waiver, the format of which is hereby acknowledged and accepted.

The use of online Portals for the submission of billing shall follow the terms of the Proposal and Purchaser agrees to permit billing in accordance with the executed contract terms. Portal access and usage is to be provided free of

additional charge to TK Elevator and any additional cost for such use is to be reimbursed to TK Elevator via a reimbursable change order immediately upon acceptance.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the installed equipment until such time as TK Elevator has been paid 100% both of the price reflected in this Proposal and for any other work performed by TK Elevator or its subcontractors in furtherance of this Proposal. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.

Proposal price:		$485,007.64
Initial progress payment:	(55%)	$266,754.20
Material furnished:	(20%)	$97,001.53
Total of remaining progress payments:	(25%)	$121,251.91

Any work that Purchaser may require prior to turnover of the equipment that is outside of the scope described in this Proposal - other than Temporary Use as described below - will be performed only after the full execution of a mutually agreeable change order and only at the following rates:

Mechanic (Standard) per hour	$289.00
Mechanic (OT) per hour	$475.00
Team (Standard) per hour	$520.00
Team (OT) per hour	$855.00

Rates are not inclusive of any per diem, mileage or other expenses which may be dependent on jobsite location and are valid until 02-02-2027 .

03 Warranty

TK Elevator warrants any equipment it installs as described in this Proposal against defects in material and workmanship for a period of one (1) year from the date of Purchaser's execution of TK Elevator's "Final Acceptance Form" on the express conditions that all payments made under this Proposal and any mutually agreed-to change orders have been made in full and that such equipment is currently being serviced by TK Elevator. In the event that TK Elevator's work is delayed for a period greater than six (6) months, the warranty shall be reduced by the amount of the delay. This warranty is in lieu of any other warranty or liability for defects. TK Elevator makes no warranty of merchantability and no warranties which extend beyond the description in this Proposal, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, the equipment described in this Proposal should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that TK Elevator will provide free service for periodic examination, lubrication, or adjustment, nor will TK Elevator correct, without a charge, breakage, maladjustments, or other trouble arising from normal wear and tear or abuse, misuse, improper or inadequate maintenance, or any other causes other than defective material or workmanship. In order to make a warranty claim, Purchaser must give TK Elevator prompt written notice at the address listed on the cover page of this Proposal and provided all payments due under the terms of this Proposal and any mutually agreed to written change orders have been made in full, TK Elevator shall, at its own expense, correct any proven defect by repair or replacement. TK Elevator will not, under any circumstances, reimburse Purchaser for cost of work done by others, nor shall TK Elevator be responsible for the performance of any equipment that has been the subject of service, repair, replacement, revisions or alterations by others. The Purchaser agrees to provide us access to the elevator equipment at any reasonable time for the purpose of making good this warranty. Purchaser and/or Owner agree to maintain the confidentiality of the TK Elevator's software that is licensed for the Owner's use. The software will not be copied, modified, distributed, or reverse engineered. The software is licensed to the Purchaser and/or Owner exclusively for the location of installation, and the license will not transfer except as part of a transfer, assumption, or succession of

ownership. If there is more than one (1) unit which is the subject of work described in this Proposal, this section shall apply separately to each unit as accepted.

04 Preventative Maintenance Program

This Proposal does not include any maintenance, service, repair or replacement of the equipment or any other work not expressly described herein. TK Elevator may submit a separate proposal to Purchaser covering the maintenance and repair of this equipment to be supplied to Purchaser at an additional cost. In the event the Purchaser and TK Elevator have a new or existing maintenance Agreement in effect at the time of the acceptance of this proposal and/or during the scope of this work, the terms of the Agreement shall remain in full force and effect throughout the performance of this scope of work and continue throughout the duration of the stated term in that Agreement.

a. Following the execution of TK Elevator's "Final Acceptance" form(s), TK Elevator will provide the following services during normal working hours for the units described below:

e. Following the execution of TK Elevator's "Final Acceptance" form(s), TK Elevator will also provide Multi-Media Monitoring Services (“MMM”) for the units described below. MMM includes 7 days per week, 24 hours per day dispatching service provided by TK Elevator’s TK Elevator Communications call center for calls placed by Purchaser, or if the units have been turned over for beneficial use or ownership to an end user then to that end user (the “Owner”), to the local TK Elevator branch office and emergency telephone and multimedia monitoring on all units covered by this Proposal that have fully operational telephone and in-cab video and text equipment capable of placing a call to or initiating multimedia contact with that call center. Depending on the nature of the call and/or multimedia contact and circumstances, TK Elevator's operators can call one or more of the following: Purchaser's or Owner’s (as applicable) designated contacts at phone numbers provided by the applicable Purchaser or Owner (the “Designated Contacts”) to TK Elevator in writing and/or a local TK Elevator service technician to be dispatched to the location of the affected unit. Please note that calls cannot be placed to “9-1-1” as the centralized TK Elevator Communications call center does not have dialing access to local “9-1-1” numbers.

Unit Designations	# of Months after Final Acceptance

05 Work Not Included

There are certain items that are not included in this Proposal, many of which must be completed by Purchaser prior to and as a condition precedent to TK Elevator's performance of its work as described in this Proposal. In order to ensure a successful completion of this project, it shall be solely Purchaser’s responsibility to coordinate its own completion of those items with TK Elevator. The following is a list of those items that are not included in this Proposal:

A. Hoistways and Equipment Rooms

- Purchaser shall provide the following
  - A dry legal hoistway, properly framed and enclosed, and including a pit of proper depth and overhead. This is to include steel hoist beam, inspection or access platforms, access doors, sump pump, lights, waterproofing and venting as required; dewatering of pit(s) and required permanent screening.
  - A dry legal machine/control room, with clear rollable access adequate for the elevator equipment, including floors, trap doors, properly sized legal machine room doors, gratings, machine room or roof access platforms, roof/ loading protection, ladders, railings, foundations, all hoist beams, lighting, ventilation sized per the TK Elevator shop drawings and/or code requirements. Purchaser must maintain machine/control room (or machine/control space within the shaft for MRL equipment) temperature between 55 and 90 degrees Fahrenheit, with relative humidity less than 95% non-condensing at all times.
  - Adequate bracing of entrance frames to prevent distortion during wall construction.

- All grouting, fire caulking, cutting, x-ray and removal of walls and floors, patching, coring, setting of sleeves/ knockouts, penetrations and painting (except as specified) and removal of obstructions required for elevator work; along with all proper trenching and backfilling for any underground piping and/or conduit.
- All labor and materials necessary to support the full width of the hoistway at each landing for anchoring or welding TK Elevator sill supports, steel angles, sill recesses;
- The furnishing, installing and maintaining of the required fire rating of elevator hoistway walls, including the penetration of firewall by elevator fixture boxes;
- Ensuring that the elevator hoistways and pits are dewatered, cleaned and properly waterproofed;
- TK Elevator is not responsible for verifying field dimensions or related work by others. Purchaser must verify all dimensions on the submittal drawings prior to equipment fabrication.

B. Electrical and Life Safety:

- Purchaser shall provide a 120V, 1P, 60C power supply in the locations as directed by TK Elevator for the cellular equipment being furnished and installed by TK Elevator for the communication devices within the elevator cab;
- Purchaser shall provide:
  - permanent 3-phase power with suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. prior to installation. Permanent 3-phase power supply capable of operating the new elevator equipment under all conditions, no generator power, or manufactured power, will be acceptable;
  - piping and wiring to controller for mainline power, car lighting, and any other building systems that interface with the elevator controls per N.E.C. Articles 620-22 and 620-51;
  - any required hoistway / wellway, machine room, pit lighting and/or 110v GFCI service outlets;
  - conduit and wiring for remote panels to the Unit machine room(s) and between panels. Remote panels required by local jurisdictions are not included in this proposal;
  - a bonded ground wire, properly sized, from the Unit controller(s) to the primary building ground; and all remote wiring to the outside alarm bell as requested by all applicable code provisions;
  - installed sprinklers, smoke/heat detectors on each floor, machine room and hoistways / wellways, shunt trip devices (not self-resetting) and access panels as may be required as well as normally open dry contacts for smoke/ heat sensors, which shall be terminated by Purchaser at a properly marked terminal in the Unit controller;
  - a means to automatically disconnect the main line and the emergency power supply to the unit prior to the application of water in the Unit machine room that shall not be self-resetting;
  - emergency power supply including automatic time delay transfer switch and auxiliary contacts with wiring to the designated Unit controller and along with electrical cross connections between elevator machine rooms for emergency power purposes;
  - the following emergency power provisions are not included: interface in controller, pre-testing and testing, emergency power keyswitches;
  - emergency power operation is included as part of the design of the Unit control system and based on each car in the group only, to properly sequence, one at a time to the programmed landing, and park. The design requires that the generator, transfer switch, and related circuitry are sufficient to run this function or any other function for any building other system that is associated with this project. In the event that the generator, transfer switch, and related circuitry are not sufficient, TK Elevator will provide Purchaser with a written change order for Purchaser's execution.
  - a dry set of contacts which close 20 seconds prior to the transfer from normal power to emergency power or from emergency power to normal power whether in test mode or normal operating conditions in the event that an emergency power supply will be provided for the Unit;
  - confirmation that the emergency standby power generator and/or building can accept the power generated to and from the Unit during both Hi-Speed and Deceleration. In cases where the generator and/or building load is not electrically sized to handle the power return from the regen drive, additional separate chopper and resistor units are available for purchase but not included in this proposal. The additional chopper and resistor units allow regenerated power to be dissipated in the resistor bank and not sent back into the building grid.

C. Miscellaneous:

- Purchaser shall provide all work relating to the finished flooring including, but not limited to, the provision of materials and its installation to comply with all applicable codes;
- Hydraulic jack replacement:
  - the excavation of the elevator cylinder well hole in the event drilling is necessary through soil that is not free from rock, sand, water, building construction members and obstructions. Should obstructions be encountered, TK Elevator will proceed only after written authorization has been received from the Purchaser. The contract price shall be increased by the amount of additional labor at TK Elevator's standard labor rates as per the local office along with any additional expenses and materials required;
  - adequate ingress and egress, including ramping, for rail-mounted or truck-mounted drill rig;

- Purchaser is responsible for pumping truck contractor to remove and dispose of spoils from the site. In the event that unforeseen and unfavorable below ground conditions are encountered, including but not limited to concrete around the cylinder, construction debris, adverse water and/or soil conditions, erosion, cavitations, oil contamination, or circumstances necessitating increased hole depth, etc., which require the employment of specialized contractors, TK Elevator shall immediately advise the Purchaser and costs will be extra to the contract;
- in ground protection systems other than TK Elevator's standard HDPE or PVC protection system with bottomless corrugated steel casing;
- any required trenching and backfilling for underground piping or casings, and conduit as well as any compaction, grouting, and waterproofing of block-out;
- engineering, provision and installation of methane barriers or coordination/access;
- access to 2" pressurized water supply within 100'-0" of the jack hole location;
- a safe, accessible storage area for placement of D.O.T. 55 gallon containers for the purpose of spoils containment; obtaining of local environmental or disposal permits
- any spoils or water testing;

06 Working Hours, Logistics and Mobilization

- All work described in this Proposal shall be performed during TK Elevator's regular working days – defined as Monday thru Friday and excluding IUEC recognized holidays – and regular working hours – defined as those hours regularly worked by TK Elevator mechanics at the TK Elevator branch office that will provide labor associated with the performance of the work described in this Proposal - unless otherwise specified and agreed to in writing by both TK Elevator and Purchaser (hereinafter TK Elevator's regular working days and regular working hours shall be collectively defined as “normal working hours”). TK Elevator shall be provided with uninterrupted access to the Unit hoistway and machine room areas to perform work during normal working hours.
- Purchaser shall provide on-site parking to all TK Elevator personnel at no additional cost to TK Elevator.
- Purchaser shall provide traffic control, lane closures, permits and flagmen to allow suitable access/unload of tractor trailer(s).
- Purchaser agrees to provide unobstructed tractor-trailer access and roll-able access from the unloading area to the Unit hoistways or wellways (as applicable).
- Purchaser will be required to sign off on the Material Release Form, which will indicate the requested delivery date of equipment to the site. If Purchaser is not ready to accept delivery of the equipment within ten (10) business days of the agreed upon date, Purchaser will immediately make payments due for equipment and designate an area adjacent to the elevator shaft where Purchaser will accept delivery. If Purchaser fails to provide this location or a mutually agreeable alternative, TK Elevator is authorized to warehouse the equipment at the TK Elevator warehouse or designated distribution facility at Purchaser's risk and expense. Purchaser shall reimburse TK Elevator for all costs due to extra handling and warehousing. Storage beyond ten (10) business days will be assessed at a rate of $100.00 per calendar day for each unit listed in this Proposal, which covers storage and insurance of the elevator equipment and is payable every (30) calendar days.
- Purchaser agrees to provide a dry and secure area adjacent to the hoistway(s) at the ground level for storage of the Unit equipment and tools within ten (10) business days from receipt at the local TK Elevator warehouse. Any warranties provided by TK Elevator for vertical transportation equipment will become null and void if equipment is stored in any manner other than a dry, climate controlled enclosed building structure. Any relocation of the equipment as directed by Purchaser after initial delivery will be at Purchaser's expense.
- TK Elevator includes one mobilization to the jobsite. A mobilization fee of $5,000.00 (minimum) per crew per occurrence will be charged for pulling off the job or for any delays caused by others once material has been delivered and TK Elevator's work has commenced.
- Access for this project shall be free and clear of any obstructions. A forklift for unloading and staging material shall also be provided by Purchaser at no additional cost.
- Purchaser shall provide an on-site dumpster. TK Elevator will be responsible for cleanup of Unit packaging material; however, composite cleanup participation is not included in this Proposal.
- The hiring of a disposal company which MUST be discussed prior to any material being ordered or work being scheduled. TK Elevator will provide environmental services ONLY if this is specifically included under the "Scope of Work" section above. TK Elevator assumes no responsibility and/or liability in any way whatsoever for spoils or other contamination that may be present as a result of the cylinder breach and/or other conditions present on the work site.

- One or more of the units described in this Proposal will be out of service and unavailable to move passengers and/or property during entire duration of the performance of the work described in this Proposal until re-certified by the applicable authority(ies) having jurisdiction and in good standing with payment schedules.
- If site specific rules and regulations classify the elevator pit as confined space, elevator pits will need to reclassify a permit-required space to a non-permit required space prior to mobilization.

07 Temporary Use, Inspection and Turnover

- Unless required by specification, TK Elevator will not provide for “temporary use” of the Unit(s) described in this Proposal prior to completion and acceptance of the complete installation. Temporary use shall be agreed to via a change order to this Proposal which shall require Purchaser’s execution of TK Elevator's standard Temporary Use Agreement. All labor, parts, repairs, adjustments, and/or refurbishment including callbacks required during the temporary use period will be billed at TK Elevator's billing rates listed in this proposal or TK Elevator's local service billing rates.
  - Cost for temporary use of a Unit shall be $200.00 per calendar day per hydraulic elevator for rental use only (minimum rental period is 30 calendar days), excluding personnel to operate.
- In the event that a Unit must be provided for temporary use, TK Elevator will require 30 days to perform final adjustments and re-inspection after the elevator has been returned to TK Elevator with all protection, intercoms and temporary signage removed. This duration does not include any provisions for finish work or for repairs of same, which shall be addressed on a project-by-project basis.
  - Cost for preparation of controls for temporary use, refurbishment due to normal wear and tear, readjustment and re-inspection is $5,000.00 per Unit in addition to costs for replacement or refurbishment of equipment based on special circumstances.
- These costs are based on work performed during normal working hours. Temporary use excludes vandalism or misuse. Any required signage, communication devices, elevator operators, and protection are not included while temporary use is being provided. All overtime premiums for repairs during the temporary use period will be billed at the billing rates listed in this proposal or TK Elevator's local service billing rates.
- The Proposal price set forth above includes one (1) inspection per Unit by the applicable authority having jurisdiction and/or third party inspectors where the equipment is located. In the event the equipment fails that inspection due to no fault of TK Elevator, TK Elevator will charge Purchaser for both the entire cost of each re-inspection which shall be $1,500.00 per Unit and a remobilization fee which shall be $5,000.00 per Unit, plus any additional costs that may apply, via change order prior to scheduling a re-inspection. In the event the inspection fails due to items caused by both parties, the aforementioned feeds will be prorated based on the number of items by each party.
- Upon notice from TK Elevator that the installation and/or modernization of the equipment is complete, Purchaser will arrange to have present at the jobsite a person authorized to make the final inspection and to execute TK Elevator's “Final Acceptance Form“ prior to turnover of each Unit. The date and time that such person will be present at the site shall be mutually agreed upon but shall not be more than ten (10) business days after the date of TK Elevator's notice of completion to Purchaser unless both TK Elevator and Purchaser agree to an extension of that ten (10) day period in writing. Such final inspection and execution of TK Elevator's “Final Acceptance Form” shall not be unreasonably delayed or withheld.
- Should the Purchaser or the local authority having jurisdiction require TK Elevator's presence at the inspection of equipment installed by others in conjunction with the work described in this Proposal, Purchaser agrees to compensate TK Elevator for its time at TK Elevator's billing rates as shown in this proposal.
- At the conclusion of its work, TK Elevator will remove all equipment and unused or removed materials from the project site and leave its work area in a condition that, in TK Elevator's sole opinion, is neat and clean.
- Purchaser agrees to accept a live demonstration of equipment’s owner-controlled features on the same day as the turnover of each unit in lieu of any maintenance training required in the bid specifications.
- Purchaser agrees to accept TK Elevator's standard owner’s manual in lieu of any maintenance, or any other, manual(s) required in the bid specifications. Any additional electronic copies or hard copies required will be subject to an additional charge of $275.00. No program source coding, printed circuit board schematics, diagnostic hardware or codes will be provided.
- Should use of equipment be required prior to substantial completion, the Purchaser agrees to the signing of an interim maintenance agreement as outlined in Section 04. Any repairs, re-balancing, and cleaning as a result of interim use to restore equipment to as new condition will be extra to the Proposal.

Modernization Proposal

08 MAX

MAX is a cloud based Internet of Things (IoT) platform that we, at our election, may connect to your elevators by means of installation of a remote-monitoring device or modem (each a “device”). MAX will analyze the unique signal output of your equipment 24/7 and when existing or potential outages are identified, MAX will automatically communicate with our dispatch centers. When appropriate, the dispatch center will alert our technicians during normal working hours. These MAX alerts provide the technician with precise diagnostics detail, which greatly enhances our ability to fix your equipment right the first time, MAXimizing the equipment uptime.

a. Purchaser authorizes TK Elevator and its employees to access purchaser’s premises to install, maintain and/or repair the devices and, upon termination of the service agreement, to remove the same from the premises if we elect to remove.
b. TK Elevator is and shall remain the sole owner of the devices and the data communicated to us by the devices. The devices shall not become fixtures and are intended to reside where they are installed. TK Elevator may remove the devices and cease all data collection and analysis at any time.
c. If the service agreement between TK Elevator and Purchaser is terminated for any reason, TK Elevator will automatically deactivate the data collection, terminate the device software and all raw data previously received from the device will be removed and/or expunged or destroyed.
d. Purchaser consents to the installation of the devices in your elevators and to the collection, maintenance, use, expungement and destruction of the daily elevator data as set forth in this agreement.
e. The devices installed by TK Elevator contain trade secrets belonging to us and are installed for the use and benefit of our personnel only.
f. Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser’s premises.
g. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.

a. Purchaser authorizes TK Elevator and its employees to access purchaser’s premises to install, maintain and/or repair the devices and, upon termination of the service agreement, to remove the same from the premises if we elect to remove.
b. TK Elevator is and shall remain the sole owner of the devices and the data communicated to us by the devices. The devices shall not become fixtures and are intended to reside where they are installed. TK Elevator may remove the devices and cease all data collection and analysis at any time.
c. If the service agreement between TK Elevator and Purchaser is terminated for any reason, TK Elevator will automatically deactivate the data collection, terminate the device software and all raw data previously received from the device will be removed and/or expunged or destroyed.
d. Purchaser consents to the installation of the devices in your elevators and to the collection, maintenance, use, expungement and destruction of the daily elevator data as set forth in this agreement.
e. The devices installed by TK Elevator contain trade secrets belonging to us and are installed for the use and benefit of our personnel only.
f. Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser’s premises.
g. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.

MAX Link

"MAX Link" is a service by which TK Elevator will provide eligible Units, through a MAX Device, a cellular connection as outlined in the attached Service Agreement Exhibit entitled "TK Elevator Communications." The cost of MAX Link hardware is included in the price of this Proposal. Activation and service is contingent on Owner's signed acceptance of an ongoing Service Agreement which includes the pricing and scope for the ongoing application services.

Multimedia Monitoring Service

Modernization Proposal

The latest versions of both ASME A17.1 and the International Building Code now require the Purchaser to have video and text messaging capabilities added within the elevator cab for all elevators. TK Elevator's Multimedia Monitoring Service satisfies the Purchaser's obligation to meet these new code requirements as outlined in the attached Service Agreement Exhibit entitled "TK Elevator Communications."

The cost of Multimedia Monitoring service is not included in the price of this Proposal. Continued service is contingent on Owner's signed acceptance of an ongoing Service Agreement which includes the pricing and scope for the ongoing application services.

09 Additional Terms and Conditions

a. In no event shall TK Elevator be responsible for liquidated, consequential, indirect, incidental, exemplary, and special damages associated with the work described in this Proposal.
b. This Proposal is made without regard to compliance with any special purchasing, manufacturing or construction/installation requirements including, but not limited to, any socio-economic programs, such as small business programs, minority or woman owned business enterprise programs, or local preferences, any restrictive sourcing programs, such as Buy American Act, or any other similar local, state or federal procurement regulations or laws that would affect the cost of performance. Should any such requirements be applicable to the work described in this Proposal, TK Elevator reserves the right to modify this Proposal or rescind it altogether.
c. TK Elevator is an equal opportunity employer.
d. TK Elevator's performance of the work described in this Proposal is contingent upon Purchaser furnishing TK Elevator with any and all necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this Proposal or the manufacture, delivery or installation of the equipment. All applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator as of the date of the Proposal are included in the price of the Proposal. Purchaser is responsible for any additional applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator after the date of the Proposal or as a result of any law enacted after the date of the Proposal.
e. The pricing set forth in this Agreement does not include any value added taxes, tariffs, duties, or similar charges imposed by governmental authorities or the financial impacts to TK Elevator caused thereby. Contractor is responsible to pay TK Elevator any and all additional amounts for the materials and/or components described in this Agreement above and beyond the pricing set forth in this Agreement for the reasons set forth in any of the following three (3) categories along with profit and overhead: (1) value added taxes, tariffs, duties, and/or other charges imposed by applicable governmental authorities that are in effect when such materials and/or components are ready to ship; (2) additional or increased charges to TK Elevator from any of the material and/or component suppliers after April 2, 2025; and/or (3) additional or increased charges to TK Elevator from its shippers and/or freight forwarders of such materials and/or components after April 2, 2025. In addition to the Agreement price, when the materials and/or components called for in this Agreement are ready to ship, TK Elevator will provide Contractor with a change order(s) covering the additional amounts associated with the reasons set forth in the three (3) categories above along with profit and overhead which must be executed and fully paid for prior to and as a condition precedent to delivery of those materials and/or components to the jobsite or to the provision of any labor on the project.
f. Purchaser agrees to provide TK Elevator's personnel with a safe place in which to work and TK Elevator reserves the right to discontinue work at the jobsite whenever, in TK Elevator's sole opinion, this provision is being violated.
g. The pricing set forth in this Proposal assumes that the elevator pits will not be classified as a confined space. TK Elevator will follow its standard safety policy and procedures. Any job specific safety requirements over and above TK Elevator's standard practices and policies may require additional costs.
h. TK Elevator will furnish and install all equipment in accordance with the terms, conditions, scope and equipment nomenclature as noted herein. Requested changes or modifications to such provisions will require a written change order issued on the Purchaser's letterhead and accepted by TK Elevator in writing prior to the execution of such work. This change order shall detail the current Proposal price, the amount of the change, and new Proposal value.
i. This Proposal does not include a schedule for the work described and any such schedule shall be mutually agreed upon by an authorized representative of both TK Elevator and Purchaser in writing before becoming effective.
j. In the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, Purchaser shall monitor TK Elevator's work place and prior to and during TK Elevator's manning of the job,

Purchaser shall certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event TK Elevator's employees or those of TK Elevator's subcontractors are exposed to an asbestos hazard, PCP's, lead or other hazardous substances, Purchaser agrees, to the fullest extent permitted by law, to indemnify, defend, and hold TK Elevator harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Identification, notification, removal and disposal of asbestos containing material, PCP's lead or other hazardous substances are the responsibility of the Purchaser.

k. TK Elevator retains title to and a security interest in all equipment it supplies – which TK Elevator and Purchaser agree can be removed without material injury to the real property – until all payments including deferred payments and any extensions thereof, are made. In the event of any default by Purchaser on any payment, or any other provision of this Proposal, TK Elevator may take immediate possession of the equipment and enter upon the premises where it is located – without legal process – and remove such equipment or portions thereof, irrespective of the matter of its attachment to the real estate or the sale, mortgage or lease of the real estate. Pursuant to the Uniform Commercial Code, and at TK Elevator's request, Purchaser agrees to execute any financial or continuation statements which may be necessary for TK Elevator to file in public offices in order to perfect TK Elevator's security interest in such equipment.

l. TK Elevator reserves the right to assign payments owed to TK Elevator under this Proposal.

m. TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control.

n. The rights of TK Elevator under this Proposal shall be cumulative and the failure on the part of the TK Elevator to exercise any rights hereunder shall not operate to forfeit or waive any of said rights. Any extension, indulgence or change by TK Elevator in the method, mode or manner or payment or any of its other rights shall not be construed as a waiver of any of its rights under this Proposal.

o. In the event TK Elevator engages a third party to enforce the terms of this Proposal, and/or to collect payment due hereunder, either with or without suit, Purchaser agrees to pay all costs thereof together with reasonable attorney's fees. Purchaser does hereby waive trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this Proposal to be in the county where the work covered by this Proposal is located.

p. TK Elevator can furnish Certificate of Workers' Compensation, Bodily Injury and Property Damage Liability Insurance coverage to Purchaser upon written request.

q. Should loss of or damage to TK Elevator's material, tools or work occur at the project site, Purchaser shall compensate TK Elevator for such loss, unless such loss or damage results from TK Elevator's own acts or omissions.

r. Purchaser, in consideration of TK Elevator performing the services set forth in this Proposal, to the fullest extent permitted by law expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator Corporation, TK Elevator Manufacturing, Inc., their respective employees, officers, agents, insurers, affiliates, and subsidiaries (hereinafter singularly a "TK Elevator party" and collectively the "TK Elevator parties") from and against any and all claims, demands, suits, and proceedings for loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death that are alleged to either have arisen out of or be connected with the sale, marketing, presence, use, misuse, maintenance, installation, removal, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Proposal or the labor and materials furnished in connection with this Proposal. Purchaser's duty to indemnify a TK Elevator party does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death is determined to be caused by or resulting from the negligence of that TK Elevator party. Purchaser recognizes that its obligation to defend the TK Elevator parties under this clause, which is separate and apart from its duty to indemnify the TK Elevator parties, includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.

s. Purchaser further expressly agrees to name TK Elevator parties along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator parties for those claims and/or losses referenced in the above paragraph and those claims and/or or losses arising from the negligence of TK Elevator parties. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.

t. TK Elevator's participation in any controlled insurance program is expressly conditioned upon review and approval of all controlled insurance program information and documentation prior to enrollment. Any insurance credits if applicable, will be provided at that time.

u. Unless so mutually agreed upon in a separate signed agreement, TK Elevator shall not be required to interact or correspond with any third party with whom Subcontractor is not in privity of contract concerning matters pertinent to this Agreement.

v. The Purchaser must inform TK Elevator if Purchaser is, or becomes, an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties maintained by (i) the

United States of America; (ii) Canada; (iii) the European Union or any EU member state; (iv) the UK; (v) the United Nations; or (vi) any other national authority binding the parties of this contract.
In case the Purchaser, or any other beneficiary of this transaction, e.g. the end-user, is or becomes an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties, TK Elevator reserves the right to cancel this Proposal immediately.
If the goods subject to this Proposal would be exported, re-exported, resold, used, transferred or otherwise disposed of in violation of any sanctions applicable to TK Elevator, TK Elevator also reserves the right to cancel this Proposal immediately. In this respect, the Purchaser shall be obliged to disclose the final delivery address, end-user and end-use of the goods upon request - insofar as legally permissible - and to notify TK Elevator of all circumstances that indicate an aforementioned infringement.
"Sanctions" means here any economic, trade or financial sanctions, laws, regulations, embargoes or restrictive measures imposed, enacted, administered or enforced by any Sanctions Authority. "Sanctions Authority" means (i) the United States of America; (ii) Canada; (iii) the European Union or any EU member state; (iv) the UK; (v) the UN Security Council; or(vi) any governmental institutions of any of the foregoing which administer Sanctions, including HM Treasury, OFAC, Global Affairs Canada and The Department of Treasury Board and Finance, the US State Department and the US Department of the Treasury.

Modernization Proposal

Acceptance

Purchaser's acceptance of this Proposal and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described and full payment of the sum of Four Hundred Eighty Five Thousand Seven Dollars and Sixty Four Cents ($485,007.64) inclusive of all applicable sales and use taxes.

All other prior representations or regarding this work, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Proposal will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Proposal will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Proposal without the prior written approval of an authorized TK Elevator manager.

(Purchaser):	TK Elevator Corporation Management Approval
By:	By:
(Signature of Authorized Individual)	(Signature of Branch Representative)
_____	Eddy Alorda
(Print or Type Name)	Branch Manager
_____	
(Print or Type Title)	
_____	_____
(Date of Acceptance)	(Date of Execution)

DocuSign Envelope ID: 1D6D20E5-4F5F-4C10-9A6B-FF7BD8C92948

Solicitation Number: RFP #050224

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and TK Elevator Corporation, 3100 Interstate North Circle, Suite 500, Atlanta, GA 30339 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Elevators, Escalators, and Moving Walks with Related Equipment, Services, and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires June 25, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier's obligation to indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, shall be limited to property damage and bodily injury claims only, and then, only to the extent of Supplier's own acts, omissions or negligence, and shall in no way include for the acts, omissions, or negligence of a party indemnified hereunder, or for bare allegations in the performance of this Contract by the Supplier or its agents or employees. This indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. In all cases involving the responsibility of more than one party, each party shall be liable in an amount proportionate to its share of negligence. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. In no event shall any party to this Contract be liable for consequential damages, or for loss of use, loss of income, loss of opportunity, or other similar remote damages or penalties.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other in writing of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional reasonable costs incurred by Sourcewell to the extent of Supplier's default and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

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

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must

require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements

do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that

takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

050224-TKE

Sourcewell	TK Elevator Corporation
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Donna L. Sams DF61D22042884CF...
By: _____	By: _____
Jeremy Schwartz	Marc McCabe
Title: Chief Procurement Officer	Title: National Account Manager
Date: 6/29/2024 | 8:48 PM CDT	Date: 6/29/2024 | 7:56 PM EDT

RFP 050224 - Elevators

Vendor Details

Company Name:	TK Elevator Corporation
Does your company conduct business under any other name? If yes, please state:	Thyssenkrupp Elevator
Address:	3100 Interstate N Cir Se Atlanta, GA 30339
Contact:	Marc McCabe
Email:	marc.mccabe@tkelevator.com
Phone:	941-650-1636
HST#:	01-956-3621

Submission Details

Created On:	Friday April 05, 2024 09:27:52
Submitted On:	Thursday May 02, 2024 13:09:48
Submitted By:	Marc McCabe
Email:	marc.mccabe@tkelevator.com
Transaction #:	5e609c01-6f69-4544-941c-b6b128b0ef96
Submitter's IP Address:	72.185.97.179

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	TK Elevator Corporation	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	TK Elevator Corporation	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	N/A	*
5	Proposer Physical Address:	3100 Interstate North Circle Suite 500 Atlanta, GA 30339	*
6	Proposer website address (or addresses):	https://www.tkelevator.com/us-en/	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	MARC MCCABE National Account Manager Government contracts 941-650-1636	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	MARC MCCABE National Account Manager Government contracts marc.mccabe@tkelevator.com 941-650-1636	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	MARSHAY FREEMAN National Accounts Coordinator, National Accounts quo-vadis.freeman@tkelevator.com 678-680-5156 ext.10770	

Table 2A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response	

10	Provide a detailed description of the products, and services that you are offering in your proposal.	our on-site 24/7 dispatch center, monitors elevator telephones, dispatches service calls and answers phone calls for of offices acrossPa the U.S. and Canada. SoundNet serves TK Elevator and its affiliates 365 days a year. Manufacturing: TK Elevator manufacture Hydraulic, traction, dumbwaiters and escalator vertical transportation. New Installation: tractions, hydraulic, mrl ,escaltors moving walks ect/.. Modernizations: TK Elevator is fully capable to modernize all types of vertical transportation. SoundNet, our on-site 24/7 dispatch center, monitors elevator telephones, dispatches service calls and answers phone calls for of offices across the U.S. and Canada. SoundNet serves ThyssenKrupp Elevator and its affiliates 365 days a year. Manufacturing: thyssenkrupp Elevator manufacture Hydraulic, traction, dumbwaiters and escalator vertical transportation. New Installation: tractions, hydraulic, mrl escaltoprs moving wsalks ect/.. Modernizations: thyssenkrupp Elevator is fully capable to modernize all types of vertical transportation. Parts and Supplies: Our local offices have immediate access to normal wear & tear components and 24/7 turnaround on many non-stock items. Additionally, (ITS) International Technical Services in Dallas, TX provides direct board and drive repair /exchange capabilities. Having this "internal component" is both unique in our industry and critical to maintaining a high level of equipment availability. Service: TK Elevator provides local and national service for all vertical transportation systems Consulting: Site Audits for contract compliance and Capital Planning.	*
11	What levels of service (material only, turnkey, other) are being proposed?	• TK Elevator is flexible in contract negotiation to meet the need of the member. Below are the four major contract variation, all contract levels meet code compliance • Bronze - Oil and Grease only • Gold - full coverage maintenance agreement - no overtime • Platinum - full coverage maintenance agreement - member is only responsible for the premium portion of the overtime billing • Platinum Premier - full coverage maintenance agreement - full overtime contract ***Please see attachment with Service Level Explanations***	*
12	Does the response include installation services?	Yes, Installation services are encompassed under this contract when the Sourcewell contract is presented as it is being used prior to the formulation of the proposal	*
13	If the answer to Line #12 above is Yes, describe in detail the following elements (Lines #14-16) of installation services.		
14	How does the Participating Entity select an installer?	TK Elevator employs their own internal installers who must adhere to the highest-level standards and expectations	
15	How does Proposer ensure installers are trained, experienced, and fully licensed within jurisdictions where work is performed?	TK Elevator employes must go through a lengthy union apprenticeship program, continued education, technical training and continuous safety training to maintain their certificate as a mechanic and retain employment. TK is considered a preferred employer in the elevator industry and hires the best talent available.	*
16	Does Proposer have a standard installation agreement it will require Participating Entities to use? If so, please upload a copy with response.	Each New Install agreement is formulated per site as each site has different needs and must be formulated based on the site specifics. The agreement that is formulated complies with the T&C's of the Sourcewell agreement.	*
17	Describe your service programs and how your company works with agencies in providing service contracts.	TK Elevator is flexible in contract negotiation to meet the need of the member. Below are the four major contract variation, all contract levels meet code compliance • Bronze - Oil and Grease only • Gold - full coverage maintenance agreement - no overtime • Platinum - full coverage maintenance agreement - member is only responsible for the premium portion of the overtime billing • Platinum Premier - full coverage maintenance agreement - full overtime contract The below represents the process of providing a service contract. These are the typical steps in the formulation of the service contract but may not be limited to these steps. - initial meeting and dialogue with member regarding the needs of the member and key contract requirements. the initial meeting will include transitional planning to ensure a seamless service transition. - identification of portfolio equipment and points of contacts at site(s) -consultative surveys / site visits to provide a consultative approach to the equipment -proposal formulation & execution -transitional plan implementation -ongoing communication and meeting cadence to ensure successful contract implementation	

18	Describe how service calls are escalated in emergency situations, including response time.	emergency service calls / entrapments are given the highest priority. an entrapment is immediately dispatched to the on-call supervisor and GPS positioning identifies the closest mechanic to be dispatched to allow the best response time solution. typically response times are 30 minutes or less during regular business hours and 60 minutes or less during overtime hours for metropolitan areas. Response times can vary based on geographical location and exigent circumstances such as but not limited to - traffic, weather, and other unseem circumstances.
19	Discuss the breadth of your parts inventory and the ability that your service and/or maintenance team will have the necessary replacement parts readily available.	Parts and Supplies: Our local offices have immediate access to normal wear & tear components and 24/7 turnaround on many non-stock items. Additionally, (ITS) International Technical Services in Dallas, TX provides direct board and drive repair /exchange capabilities. Having this "internal component" is both unique in our industry and critical to maintaining a high level of equipment availability. Our ITS facility (research & development) offers the latest in diagnostic tools, troubleshooting support, PC board repair and technical training computer boards can be on site in less than 24 hours. In addition to servicing TK elevators, our ITS-trained technicians are knowledgeable on a variety of manufacturers' units, including Otis, Schindler, KONE, Westinghouse, Montgomery, Haughton, U.S. Elevator and many others. In fact, over one third of the elevators serviced by TK are manufactured by our competitors. Each branch has, in addition to technicians, mechanics and helpers, an adjuster that can troubleshoot all issues that are complex or of great detail is on site at each of the over 135 branches across the Unites States. The average tenure of our mechanics is 12.5 years. The majority of our mechanics have been in the field between 15 and 20 years. Most replacement parts are stored at the branch or in our technicians' trucks. If the repair is a larger part TK usually has a turnaround time of 72 hours to get the replacement part depending on the issue.
20	Describe your experience and process in regards to Modernization.	TK Elevator is fully capable to modernize all types of vertical transportation. We take a consultative approach to all modernizations allowing a site-specific scope to be formulated taking into consideration any components that could be retained as cost saving possibilities. Modernizations are conducted in-house with our teams of trained mechanics.

Table 2B: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered *	Comments
21	Elevators	(•) Yes ( ) No	All models and manufacturers
22	Escalators	(•) Yes ( ) No	All models and manufacturers
23	Moving Walkways	(•) Yes ( ) No	All models and manufacturers
24	Food and Material Lifts	(•) Yes ( ) No	All models and manufacturers
25	ADA-Compliant wheelchair lifts	(•) Yes ( ) No	All models and manufacturers
26	Service, Modernization, preventive maintenance, repair, upgrades, inspection, installation, and warranty services	(•) Yes ( ) No	All models and manufacturers

Table 3: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
27	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Maintenance - Is a not to exceed matrix based on union labor rates by location across North America and at a 20% reduction of our nationally posted maintenance billing rates. *** See Attached NTE Billable rates Pricing document**** Modernization - 5% below list pricing Discounts are available in advance of pricing requests for members who have identified as Sourcewell Members. TK Elevator's large customer base with Sourcewell allows for deeper discounting and pricing considerations and this pricing provided is below pricing that is typically offered to other GPOs and cooperative procurement organizations or State Purchasing departments.

Table 4: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
28	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The Pricing attachment is a Not to Exceed Pricing Schedule ***See Pricing Schedule*** • Sourcewell Billing Rates 2024 RFP #050224 - Elevators • Sourcewell Not to Exceed Pricing 2024 RFP #050224 - Elevators	*
29	If Proposer is including installation services within its proposal, please describe how installation services will be priced, including applicable labor rates that may apply. How will Proposer address any prevailing wage requirements of Participating Entities?	New INSTALLATION RECEIVES A 5% DISCOUNT ON LIST PRICE Discounts are available in advance of pricing requests for members who have identified as Sourcewell Members.	
30	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	20% MINUMUM discounted maintenance billing rates 5% discount off of list price for Modernization and new installation Discounts are available in advance of pricing requests for members who have identified as Sourcewell Members.	*
31	Describe any quantity or volume discounts or rebate programs that you offer.	volume discounts on service / maintenance are based on the existing number of units that currently under the Sourcewell umbrella agreement. see below table 100-200 - 2% 201-400 - 4% 401-600 - 6 % 601 - 1600 - 7% 1601 - 2600 - 7.5% = existing unit count level 2600+ - 8% -	*
32	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	the pricing model established has provided very competitive do not exceed pricing as well as a a greatly discounted maintenance labor rate minimum (labor rates can be additionally discounted where applicable and able). Material price quotes shall be supplied as required.	*
33	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	N/A	*
34	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	N/A	*
35	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping and delivery would be similar to the Continental United States	*
36	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*

Table 5: Payment Terms and Financing Options

Line Item	Question	Response *	
37	Describe your payment terms and accepted payment methods.	• Service: Typically, we will bill monthly or quarterly in advance. Payment is expected NET 30. • Repair: 50% upon award, 50% upon completion of the work. • Construction: Progressively in line with percentage of completion. 10% retainage. • However, with advanced notice we can accommodate most any billing and collection terms • Our local branch will send invoices to the location/member • National Accounts also has a consolidated billing option as well as a Web-Billing department. No fees are associated with any of these options.	*
38	Describe any leasing or financing options available for use by educational or governmental entities.	No, we do not provide leasing or financing options currently..	*
39	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Maintenance contracts shall utilize the Sourcewell Template maintenance contract - see attached - this contract can be revised through the ongoing negotiation with the member to best suit their needs	*
40	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	• Our local branch will send invoices to the location/member •National Accounts also has a consolidated billing option as well as a Web-Billing department. No fees are associated with any of these options. •Credit Card Payments are acceptable as well with a 3% fee	*

Table 6: Audit and Administrative Fee

Line Item	Question	Response *	
41	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	A singular point of contact in the National Accounts Department has been established to coordinate with the local branches to ensure that pricing meets the requirements of the master agreement. Should the member request an additional audit, the request would be made through that point of contact to verify in document compliance from the local branch. All contract before submission are review by National Accounts and our Vice Presidents of contract along with our account receivable department to ensure pricing is contract compliant and that the proper reporting will be made to Sourcewell. invoices will comply with the member needs regarding identification, scope of work, billing requirement, PO #, contracted pricing verification, etc.	*
42	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	o Proposed vs Award o Growth by Number of units o Growth by number of customers o Client satisfaction surveys (Net promoter scores) -	*
43	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	3% of the maintenance revenue received.	*

Table 7: Company Information and Financial Strength

Line Item	Question	Response *	

44	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	To us, Compliance is a central component of good corporate governance. It means much more than just obeying rules and regulations. It is a question of mindset. It concerns every one of us at TK Elevator, every day, everywhere. Values such as reliability, honesty, credibility, and integrity are not empty words to us, but permeate our corporate DNA. This is the standard we apply when developing our strategic compliance measures, creating a value culture which must be jointly supported and consistently lived by all employees – and in particular our managers. A written code of values provides the basis for our decisions. At TK Elevator this value culture is embedded in our Code of Conduct. The Executive Board has clearly stated its commitment for those values, rejecting compliance violations of all kinds. This unequivocal commitment is supported by various policies and regulations. TK Elevator stands for fair and straight business What's important to us is that our corporate philosophy is lived at all levels of the TK Elevator group in the interests of "good corporate governance." We strive to ensure that there are no systemic weaknesses and deficits, in the area of Compliance or anywhere else. At the same time we want to support entrepreneurial courage within a clearly defined framework. While it is part of our philosophy to take calculable entrepreneurial risks and make and accept mistakes, we will not take risks with Compliance. Deliberate violations of the law and internal rules are unacceptable both legally and in our understanding of Compliance. So we have three rules: We investigate all reports of legal violations and clarify the facts. Any violations identified are stopped immediately. All violations identified are systematically and appropriately sanctioned on the basis of a zero-tolerance policy. People make mistakes. If an employee who has unintentionally violated the law admits his mistake and seriously tries to make amends, he deserves a second chance – the circumstances of the concrete individual case permitting. This too is a question of value culture and fairness in our dealings with each other. TK Elevator stands for fair and straight business – this is the standard we resolutely pursue. We would rather sacrifice a contract than win it by breaking the rules.	*
45	What are your company's expectations in the event of an award?	Our expectation as an existing provider is to continue to grow both Sourcewell and our portfolios in providing unsurpassed services to our customers	*
46	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	In its third full year of independence, TK Elevator achieved major strategic progress in repositioning for profitable future growth whilst simultaneously improving its operating performance significantly. In a continuously challenging environment with high inflation and increased interest rates, the company substantially improved key financial performance indicators in the 2022/23 financial year ending September 30, further adding to the significant progress realized since the carve-out in 2020. Order intake increased to €9.2 billion, FX adjusted year-on-year up by 2 percent. Sales rose to €8.9 billion, FX adjusted up by 6 percent, driven by double-digit growth in Modernization, high single-digit growth in Service and New Installation sales up low single digits. Despite negative FX effects and high inflation, the Adj. EBITDA increased to €1.3 billion, a year-on-year increase of 14 percent or more than €150 million and an increase of 24 percent or more than €250 million since the carve-out in the 2019/20 financial year. The group improved its Adj. EBITDA margin by more than one percentage point to a new high of 14.6 percent and continued to generate positive Free Cash Flow.	*
47	What is your US market share for the solutions that you are proposing?	US Market Share : 38%	*
48	What is your Canadian market share for the solutions that you are proposing?	Canadian Market Share : 40%	*
49	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Lawsuits do occur and exist; however, TKEC has adequate risk management, legal and insurance safeguards in place to protect itself and its customers when required. TK Elevator has not been involved in bankruptcy or reorganization. Notwithstanding, TKM Elevator Corporation is a $3.8 billion company.	*

50	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	TK Elevator does not have a dealer network; all products and services are performed and manufactured by TKE Our network of employees across the US is states are individual employees and Union employees. Sales and distribution are performed by location	*
51	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	In the past 10 years TK Elevator has not had any suspensions or debarments.	*

Table 8: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
52	Describe any relevant industry awards or recognition that your company has received in the past five years.	TK Elevator has been included in the prestigious ‘A’ list by CDP for the fourth time in a row, recognizing its leadership role in corporate transparency and performance on climate change. The company also re-confirmed its Gold Medal in EcoVadis’ sustainability rating, now ranking in the top 2% of all assessed companies. TK Elevator has been included again in Sustainalytics’ 2024 Top-Rated ESG Companies List for the third year in a row. These top ratings honor TK Elevator’s continuous efforts to combat climate change and drive sustainable action.	*
53	What percentage of your sales are to the governmental sector in the past three years?	We currently maintain a Federal Service Supply contract for the next 20 years and have for the last 20 years. Approximately 23% of our maintenance is with federal. state, local and city government	*
54	What percentage of your sales are to the education sector in the past three years?	Education: 15%	*
55	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	TK Elevator does business with multiple cooperative purchasing companies such as, Omnia, Vizient, Premier, Equalis and HealthTrust. There are over 40,000 units attached to these cooperative organizations both government and commercial that TK elevator maintains. The release of any other customers’ information without their approval is against TK Elevator policy.	*
56	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA - FSS 9M+ GSA - PBS 9M+	*

Table 9: Top Five Government or Education Customers

Line Item 57. Provide a list of your top five government, education, or non-profit customers (entity name is optional) to whom you have provided equipment, products, or services similar to the solutions sought in this RFP, including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Various states	Government	Georgia - GA	Vertical Transportation / Maintenance	100+locations	Approximately 669k-Annually	*
Various states	Government	Georgia - GA	Vertical Transportation / Maintenance	148 locations	Approximately 3.2m-Annually	*
University	Education	Florida - FL	Vertical Transportation / Maintenance	138 units	Approximately 1m-Annually	*
University	Education	North Carolina - NC	Vertical Transportation / Maintenance	357 units	Approximately 1.3m-Annually	*
University	Education	Colorado - CO	Vertical Transportation / Maintenance	167 units	Approximately 313 k-Annually	*

Table 10: References/Testimonials

Line Item 58. Supply reference information from three customers to whom you have provided equipment, products, or services similar to the solutions sought in this RFP and who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
The release of any other customers information without their approval is against TKE policy.	The release of any other customers information without their approval is against TKE policy.	The release of any other customers information without their approval is against TKE policy.	*
The release of any other customers information without their approval is against TKE policy	The release of any other customers information without their approval is against TKE policy	The release of any other customers information without their approval is against TKE policy	*
The release of any other customers information without their approval is against TKE policy	The release of any other customers information without their approval is against TKE policy	The release of any other customers information without their approval is against TKE policy	*

Table 11: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

59	Sales force.	TK Elevator's North American Division is separated into three regions, consisting over 6,000 employees working directly at our branch and regional offices. . Our local customer service is supported by our call center, TK Communications which is operational 24/7 if the local branch is not available. Total number and location of sales persons employed by Supplier. • Pacific Northwest - 52 • California - 59 • Southwest - 47 • Midwest - 73 • Central US - 52 • South - 50 • Southeast - 53 • Florida - 56 • Mid-Atlantic - 48 • Northeast - 53 • TOTAL - 546 Sales employees In additional Our TK sales teams a dedicated National account department and dedicated support resources to include a National Account dedicated account manager assigned to Sourcewell that trains local offices and sales reps on the utilization of Sourcewell and sourcewell program implementation .	*
60	Service force.	With 25,000+ technicians operating from 1,000+ locations in 100+ countries, whenever you need us we've got you covered. And in case of emergency, our Service24 Centers are available around the clock to help keep business moving safely and efficiently.1.5mn+ Units under maintenance. 30%+ Third party equipment service 2mn+ Spare parts distributed p.a.	*
61	Dealer network or other distribution methods.	Services are scheduled and provided at a local branch level. Distribution of products will be managed at the local level, we have branches/locations in North America	*
62	Describe in the detail the ordering process, including the respective roles of distributors, dealers, or others (including sub-contractors) in providing solutions to Participating Entities. This may include a step by step process identifying who is responsible for meeting the needs of the Participating Entity at each stage of delivery.	TKE elevator has the size and resources to fully support the members and their vertical transportation needs TK elevator has the size and resources to fully support the members and their vertical transportation needs, when and where we are needed. This includes around the clock call center, dedicated account manager and sophisticated online tools as well as around the clock engineering support. Our goal is to exceed the members expectations by partnering with Sourcewell to achieve continues growth.	*
63	Please describe the relationship between Proposer any distributors, dealers, or others (including sub-contractors).	N/A	

64	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	We provide Regular and Routine Maintenance 24/7 365. All maintenance programs are code compliant and if needed adjusted to meet our member needs. You can always count on our: • 2,600 highly-trained service technicians, experts in TKE and third-party (OEM) equipment • 24/7 emergency service availability from technicians who are always nearby • 24/7 TKE call center, standing by to quickly take your call • Customer Portal, an online tool for managing your elevator account and placing service requests • Global network of engineers and experts, International Technical Services • Advanced diagnostic tools for communicating with TKE and third-party equipment • Predictive maintenance solution, MAX, which dramatically improves elevator uptime using Internet of Things (IoT) technology • Dedicated account managers, your point of contact for account-related issue • Capital planning services to help you budget for future expenses For an emergency such as an entrapment our goal is to get respond in 30 minutes or less, however due to locations outside of our control including but not limited to traffic, environment, location and access. hour during normal business hours, if not sooner. For an entrapment after normal business hours, we would strive for onsite response in less than 2 hours. For non-emergencies service requests during normal business hours, we should meet same day response. For non-emergency service requests after normal business hours, we will strive to provide response by the following business day.	*
65	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	TK elevator has the size and resources to fully support the members and their vertical transportation needs, when and where we are needed. This includes around the clock call center, dedicated account manager and sophisticated online tools as well as around the clock engineering support. Our goal is to exceed the members expectations by partnering with Sourcewell to achieve continues growth. TK Elevator utilizes GPS within our Technician's mobile devices so that we can route the closest technician to service calls in effort to reduce downtime. We continually look for ways to better serve and communicate with our customers. As we find more ways to improve our service through mobile technology ThyssenKrupp Elevator is always communicating these new enhancements to our customers.	*
66	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	TK elevator has the size and resources to fully support the members and their vertical transportation needs, when and where we are needed. This includes around the clock call center, dedicated account manager and sophisticated online tools as well as around the clock engineering support. Our goal is to exceed the members expectations by partnering with Sourcewell to achieve continues growth.	*
67	Does Proposer intend to serve nonprofit agencies if awarded a contract?	yes	
68	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	TKE is able to service all areas of the US and Canada	*
69	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Our services will be available to all participating entities	*
70	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no defined specific contract requirements or restrictions that would apply	*

Table 12: Marketing Plan

Line Item	Question	Response *	
71	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Upon Award we will schedule online training with all offices and supply them with the new materials to be able to discuss with entity's the Sourcewell program. • We will post on our social media site a link to the Sourcewell website. • Continued participation in trade shows within our industry posting placards stating that we are a supplier for Sourcewell. • Additionally, we will host a conference call with our District VPs to inform them of any changes that might have been made to our existing contract with Sourcewell.	*
72	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	• On our internal website we will post a link to all required documents and forms to sell these services to the membership. • On our social media site we will post a link to the Sourcewell Website • When participating in trade shows within our industry posting placards stating that we are a supplier for Sourcewell • Additionally, local meetings with BOMA and facilities management companies	*
73	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Please refer Question Number 32.TKE, if awarded will send out an information package on any and all new information for Sourcewell to all of our branches. They will receive a copy of the contract and any training material needed. They will also receive the negotiated billing rates and labor rates. An aggressive training schedule will be established between National Accounts and the Regions to educate them on the Sourcewell processes and documentation. Our expectation of Sourcewell s role is promoting TKE and our services through your website and trade shows, also training sessions to the existing portfolio as well as the new membership. As we have experienced in the past as an Sourcewell supplier, we would also expect the continued open line of communication between TKE and our customers.	*
74	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No, there are many moving parts that require direct communication between the customer and TKE before services can be provided. Elevators are not a shelf type product, all services and products come directly from TKE and services are performed by TKE Employees.	*

Table 13: Value-Added Attributes

Line Item	Question	Response *	
75	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Do to the elevator safety code requirement and reliability associated with elevators and escalators our training for the general public is limited to the in car or group panel operational switches. There is no charge for training on the proper usage of these switches for operational control.	*
76	Describe any technological advances that your proposed products or services offer.	TKE has created a destination control by called AGILE. Which moves passengers more efficiently with AGILE — our Destination Dispatch solution that boosts elevator performance, enhances passenger experiences, improves traffic flow and increases security. Leveraging state-of-the-art intelligent dispatching software, AGILE automatically gauges traffic and groups passengers together based on their destination. For passengers, this means fewer stops, less crowding and faster travel times. For building owners and managers, this means higher capacity, improved traffic flow and less wear and tear on their elevators. AGILE – Security Access is a low-cost solution that connects elevators to tenant databases to increase building security. This flexible solution can function independently or integrate with an existing security system to improve the safety of your tenants.	*

77	Describe any “green” initiatives or Environmental, Social, and Governance (ESG) that relate to your company or to your products or services, and include a list of the certifying agency for each.	As a responsible company, we have set ambitious carbon reduction targets. We were able to increase the share of green electricity by 59% during the last year, significantly reduced our Scope 1 and 2 emissions over the last two years, and track progress with our robust environmental management system. As of 2021/22, 80% of our manufacturing centers were ISO 14001-certified and our ISO 50001-certified factories account for 82% of their energy consumption. All our sites collect energy and water consumption as well as waste data on a regular basis. We focus on waste reduction and aim to achieve zero landfill waste in our manufacturing facilities by 2026. We promote recycling waste and the reuse of packaging materials thereby contributing towards a circular economy. Our Innovation and Qualification Center (IQC) in Atlanta (Georgia), U.S., our manufacturing facility in Middleton (Tennessee), U.S., and our offices in Zhongshan (China) are LEED (“Leadership in Energy and Environmental Design”) Gold certified. Our elevator manufacturing site in Zhongshan (China) has been awarded LEED Silver certification. We will use 100% renewable electricity across global operations by 2030	*
78	Describe how your products contribute to or promote the health, quality of life and well-being of our members and others (e.g., Low VOC emissions, minimal acoustical impact, allergen repellant materials, light reflectant).	At TK Elevator, “product safety” and “quality” go hand in hand. Both are deeply ingrained in our corporate culture. We believe that a rigorous, comprehensive approach to quality and product safety management is crucial for the long-term success of our business. It is one of the prerequisites for customers to be satisfied with and trust the products and services we offer them. It therefore fits that our materiality assessment identified “quality and product safety” as one of the most relevant topic. Product quality is an integral part of our zero-defect philosophy. We believe that every employee’s initiative and dedication are vital for inculcating a zero-defect culture across all our operations. It also has a very clear impact on our sustainability priorities. Consuming more resources to correct issues amplifies our negative impacts on the environment; conversely, increasing our products’ quality extends their lifespans.	
79	Identify any third-party issued eco-labels, ratings, ESG scores or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation (such as: FloorScore, Formaldehyde Emission Standards, FSC Certified, EPDs, HPDs, LEED, WELL Building Standard), life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Understanding the environmental footprint of an elevator’s life cycle and being aware of the various ways to recycle components helps us to understand the overall environmental impact of our products, as well as to optimize R&D processes – and ultimately the design of our products. To ensure transparency regarding our products, we publish Environmental Product Declarations (EPDs) and communicate the results of the Life Cycle Assessments to the public. We help our customers meet their sustainability goals and obtain green building certifications, such as LEED and BREEAM. These are designed to enhance living and working conditions in buildings, protect natural resources and raise property values for all stakeholders, while also meeting tough sustainability standards. We offer products and solutions to meet building certification standards. Our experts for sustainable building provide comprehensive consulting services. We have trained more than 200 accredited LEED Green Associates and BREEAM Associate Experts. In all our main markets we have EPDs registered for a wide range of our elevators. The upstream production phase as well as the usage phase have the highest impact on the environmental performance of our products. At the end of our products’ life, steel components are recyclable which can provide a substantial improvement of its environmental impact. Other stages of the life cycle of our products, including transportation, installation and service, play a less significant role in terms of the environmental impact. By maximizing energy and resource efficiency we are significantly reducing the emissions and environmental impact of buildings. Taking the steps to increase sustainability is a top priority in our product development. Part of our product portfolio qualifies for the highest energy efficiency rating (Class A as defined by ISO 25745-2 for elevators, and Class A+++ according to ISO 25745-3 escalators). With our modernization solutions, we reduce the use of materials and energy in buildings	*
80	Please identify whether Proposer is a minority, women, veteran owned business enterprise, a small business entity, or a labor surplus area firm. If so, please provide all certification forms. Additionally, please describe how Proposer may partner with these entities in performance of this contract.	We support communities in cities around the world through volunteering or providing financial aid to selected entrepreneurship projects, as well as by donating to healthcare providers facing challenges as a result of the corona pandemic. Youth unemployment is a global challenge. Around 270 million young people worldwide are currently not being employed, educated, or trained. TK Elevator is committed to supporting young people with challenging backgrounds by helping them becoming employable and independent adults. Since 2017 we have partnered with SOS Children’s Villages to fight youth unemployment. About 600 young people were trained through the support of 200 TK Elevator volunteers. Our employees act as instructors, mentors and also as role models for young people.	*

81	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Here at TK Elevator we say, “we engineer confidence.” We take this statement seriously. Over 10,000 manufacturing, installation, service, repair, sales and management professionals work each day to build, install, maintain, and modernize elevators, escalators, and moving walks safely. From a safety standpoint, you want to hire someone you can trust — a company that specializes in servicing all kinds of elevators, not just the ones they manufacture. Our ITS Americas (International Technical Services) facility offers our mechanics the latest in diagnostic tools, troubleshooting support, PC board repair, and technical training. This support is backed by our field engineers, available 24 hours a day, who are among the most skilled experts in the industry. As the largest producer of elevators in the Americas with over 135 locations, you can be confident that we have the size and resources to support you, whenever and wherever you need us. Our technicians are on the road day and night, never far away from your equipment. When something does go wrong, you want to know someone is there to help. That’s why TK Elevator Communications answers elevator telephones 24 hours a day, 365 days a year. Our highly trained staff currently handles over one million calls a year, is capable of translating up to 135 different languages, and strives to keep response time below ten seconds. Our local team is ready to assist you in making sound decisions about your needs and systems	*
82	How has the integration of advanced technologies, such as IoT, AI, and energy-efficient systems, influenced the development and operation of your elevator solutions?	At TK Elevator, we’re driving the revolution in elevator technologies and services. We’ve re-imagined the elevator, 160 years after its invention, by replacing its ropes with linear motors. In the process, we’ve opened the door to new possibilities – in all directions! We have Created THE WORLD'S FIRST ROPE-FREE ELEVATOR. MULTI harnesses the power of linear motor technology to move multiple cars in a single shaft both vertically and horizontally!	

Table 14A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
83	Do your warranties cover all products, parts, and labor?	Yes, if installed by TKE and if we currently maintain the equipment under a full maintenance contract.	*
84	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	TKE shall neither be required nor obligated to service, make renewals or repairs upon the equipment by reason of negligence, obsolescence, misuse of the equipment, loss of power, blown fuses, tripped stop switches, theft, vandalism, explosion, fire, power failure, water damage, storm, lightning, nuisance calls or by any other reason or any other cause beyond Service Provider's control, except ordinary wear and tear from the commencement date of this agreement or equipment not under TKE service	*
85	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes	*
86	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, TKE can provide a certified technician in all regions.	*
87	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	TK Elevator will cover warranty service or proposed installed and maintained or under service by TK Elevator.	*
88	What are your proposed exchange and return programs and policies?	No, TKE does not exchange or return parts or equipment.	*
89	Describe any service contract options for the items included in your proposal.	TK elevator is flexible in contract negotiation to meet the need of the member. Below are the four major contract variation, all contract levels meet code compliance. • Bronze • Gold • Platinum • Platinum Premier	*
90	Describe, in detail, your approach to providing both maintenance and repair for your units in service.	TK Elevator approach to providing both maintains and repair to system under service is both proactive and predictive maintenance. Years of identifying failure rates for individual components gives us the ability to adjust reoccurring maintenance of those component or to replace the components before failure. Unfortunately, in some cases a repair will need to be made where a unit is not operating, Because of our information data base we are well stocked with those components / parts locally and nationally to have the unit operational as soon as possible.	
91	How does your elevator dispatch system adapt to different trafic patterns and peak usage time to ensure optimal performance and user satisfaction?	We have a 24/7 dedicated dispatch team .	

Table 148: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
92	Describe any performance standards or guarantees that apply to your services	Please see the attached Sourcewell contract template in regard to the performance standards that are contractually obligated. The MCP that the template is using is an extensive checklist to maintain industry performance standards within industry standards	*
93	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Internally we conduct quality audits on sites as well as accountability regarding routing and missed visits for units under the MCP. operation managers are graded on their performance in providing the contracted services for each unit under their umbrella. Additional quarterly Business reviews are commonly conducted for Sourcewell customers with KPIOs reviewed to determine any areas of concern.	*

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Sourcewell Not to Exceed Pricing & Billing rates TK 050224 - 2024 - 2027.xlsx - Wednesday May 01, 2024 20:41:06
- Financial Strength and Stability - 230427_Press release TK Elevator Sustainability Report.pdf - Thursday May 02, 2024 13:08:46
- Marketing Plan/Samples - TKE Company Brochure.pdf - Thursday May 02, 2024 12:34:50
- WMBE/MBE/SBE or Related Certificates - Minority Owned Spend FY22.pdf - Wednesday May 01, 2024 20:02:50
- Warranty Information - Sourcewell Maintenance Agreement Template - 050224.docx - Wednesday May 01, 2024 20:42:09
- Standard Transaction Document Samples - Sourcewell Maintenance Agreement Template - 050224.docx - Wednesday May 01, 2024 20:42:37
- Requested Exceptions - 2024 RFP_050224_Elevators_Contract_Template RL by DLS 4.19.24.docx - Wednesday May 01, 2024 20:42:46
- Upload Additional Document - EOX Brochure.pdf - Thursday May 02, 2024 12:35:08

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Marc McCabe, National Account Manager , TK Elevator Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 5 Elevators RFP 050224 Wed April 3 2024 02:18 PM	☑	2
Addendum 4 Elevators RFP 050224 Thu March 21 2024 12:01 PM	☑	1
Addendum 3 Elevators RFP 050224 Wed March 20 2024 03:49 PM	☑	1
Addendum 2 Elevators RFP 050224 Tue March 19 2024 02:34 PM	☑	1
Addendum 1 Elevators RFP 050224 Mon March 18 2024 03:33 PM	☑	1

Docusign Envelope ID: AC04D35A-365D-4601-942B-D6EBFEE28989

SOURCEWELL AND
TK ELEVATOR (CANADA) LIMITED
ADOPTION AGREEMENT

This Adoption Agreement is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 U.S.A. ("Sourcewell") and **TK Elevator (Canada) Limited**, 2075 Kennedy Road, Suite 600, Scarborough, ON M1T 3V3 ("TK Canada"), dated as of the last signature below (the "Effective Date") adopts and incorporates by reference all of the terms and conditions of the Master Agreement #050224-TKE between **TK Elevator Corporation** and Sourcewell effective June 29, 2024 (the "Contract").

Sourcewell and **TK Elevator Corporation** are parties to the Contract pursuant to which **TK Elevator Corporation** provides equipment, products, or services to Sourcewell Participating Entities in the United States. **TK Elevator (Canada) Limited** wishes to adopt the Contract for sales in Canada and Sourcewell agrees to such adoption in Canada.

1. **TERM OF ADOPTION AGREEMENT**

The Adoption Agreement is effective upon the date of the final signature below. The Term of the Adoption Agreement will be the same as the term of the Contract. If the Contract terminates for any reason or expires, the Adoption Agreement will terminate or expire at the same time.

2. **ADOPTION OF CONTRACT**

Sourcewell and **TK Elevator (Canada) Limited** enter into this Adoption Agreement, which incorporates by reference the terms and conditions of the Contract and modifies the terms and conditions of the Contract only as provided herein. For purposes of this Adoption Agreement, **TK Elevator (Canada) Limited** will be considered "Supplier" under the Contract.

A. Ratification**.** Except as set forth in this Adoption Agreement, the Agreement is hereby ratified and confirmed and except as modified by this Adoption Agreement, all terms and conditions are hereby incorporated by reference and remain in full force and effect with the same force and effect as if the full text were presented in its entirety.

B. Conflict. In the event of any conflict between the terms of the Contract, any previous amendment(s) and this Adoption Agreement, this Adoption Agreement will control.

3. **PROVISIONS OF THE ADOPTION AGREEMENT**

The following changes to the Contract are applicable to all equipment, products, or services in Canada:

A. All acquisitions made by Sourcewell Participating Entities under the Agreement in Canada

will be delivered and invoiced by **TK Elevator (Canada) Limited**.

B. Customer will be invoiced for the sale of Products and related Services in Canada in Canadian Dollars as follows:

1. Prices will be converted to Canadian Dollars every calendar quarter (Jan-March, April-June, July-Sept, Oct-Dec) and will be valid for that period. Exchange rates will be provided to the Customer according to the average exchange rate between U.S. Dollars and Canadian Dollars over the preceding 90 days as published on www.oanda.com.

2. All taxes for the acquisition of Products and related Services procured in Canada will be assessed in accordance with the applicable Canadian local, provincial, and federal laws and regulations.

C. **Insurance.** Both parties agree that for services in Canada, TK Elevator (Canada) Limited shall provide insurance limits in Canadian dollars.

D. **Government Data Practices.** For service provided in Canada only: Supplier will follow the laws of the territory or province where the project is located.

Except as modified herein, the Contract remains in full force and effect, and the parties hereby ratify the Contract as amended herein and agree to be bound by its terms with respect to the equipment, products, or services in Canada as contemplated by this Adoption Agreement.

Sourcewell

Signed by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

6/10/2025 | 12:17 PM CDT

Date: _____

TK Elevator (Canada) Limited

DocuSigned by:
Christopher Barbeau
B759B4C25C924FC...

By: _____

Printed Name: Christopher Barbeau

Title: Vice President, Sales

6/11/2025 | 7:33 AM MDT

Date: _____

Docusign Envelope ID: AC04D35A-365D-4601-942B-D6EBFEE28989

TK Elevator North America | 788 Circle 75 Parkway SE Suite 500 |
Atlanta, GA 30339 USA

Tiffany Judd
P +1 901 431 3438
tiffany.judd@tkelevator.com
01.18.2022

Product Lifecycle Management

TAC32T / TAC32H and maintainability by others

TK Elevator Manufacturing, Inc. (“TKE”) is committed to providing elevator control systems that are capable of being maintained by a variety of elevator maintenance vendors. We understand an owner’s desire to have choices when it comes to who can maintain its elevator equipment. Accordingly, when we sell an elevator controller we can provide a variety of hardware and information to promote the freedom of an owner to choose who and under what conditions service and repairs of its TAC32 control system are performed.

What follows is a list of frequently asked questions and answers regarding this pledge:

- Are spare parts available?

Replacement parts needed to maintain both the controller and the rest of the elevator system, including the User Interface Tool (part number 6300 PE1) and replacement circuit boards, are available through Vertical Express, our established on-line parts warehouse.

- Is a diagnostic / service tool available?

All TAC32T / TAC32H controllers have an onboard diagnostic, adjustment and troubleshooting tool which we refer to as the User Interface Tool (the “UIT”). The UIT is shipped as part of the controller and allows access needed to install, adjust, and maintain the controller. The UIT does not expire or require periodic upgrades of any kind. If the tool is damaged, it can easily be replaced.

- Are engineering design files and source code required to maintain the system?

Software source code (such as .c files) and engineering design files (such as Gerber files) are not required to install, adjust, or maintain the elevator system.

- Is technical support available?

“In warranty” phone-based support is available through TKE’s International Technical Services which be reached by calling 844-427-5461. For support on units that are outside of the warranty period, please contact your local TKE branch.

- Is product documentation available?

Product documentation, including wiring diagrams, fault code information for the User Interface Tool and access to perform code required periodic testing, is provided with every job for use only by trained elevator technicians.

We look forward to earning your satisfaction with our vertical transportation products. In the event you have any questions regarding this memorandum, please feel free to contact me at 1-901-431-3438.

Kind Regards,
Tiffany Judd
Head of Product Lifecycle Management



TK ELEVATOR CORPORATION | 788 Circle 75 Parkway SE Suite 500 | Atlanta, GA 30339 | United States of America | www.tkelevator.com/us

Agenda Item Report

Subject:	Review and Update of EMS Service Fee Schedules - Town Manager Lynch RESOLUTION NO.: 2025-040 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA; AMENDING THE EMERGENCY MEDICAL TRANSPORT SERVICES FEE WITHIN THE TOWN; ESTABLISHING AN EMERGENCY MEDICAL TRANSPORT SERVICES FEE OF $1,200 FOR BASIC LIFE SUPPORT (“BLS”), ADVANCED LIFE SUPPORT LEVEL 1 (“ALS1”) AND ADVANCED LIFE SUPPORT LEVEL 2 (“ALS2”) TRANSPORT SERVICES; AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO TAKE ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - September 10, 2025
Prepared For:	Town Commission
Staff Contact:	David Lynch, Town Manager
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	Digitech, the contracted company that manages EMS billing for partner municipalities, is currently reviewing and updating service fee information. Municipalities have the opportunity to request changes to their current EMS fee schedules. Any requested updates will be reviewed and coordinated by the BSO Chief to ensure consistency and compliance with existing agreements and regulations.
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

Resolution No. 2025-040

	Status:
Jacob Horowitz, Town Attorney	Pending
David Lynch, Town Manager	None
Cynthia Garcia-Lima, Town Clerk	None

RESOLUTION NO. 2025-040

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA; AMENDING THE EMERGENCY MEDICAL TRANSPORT SERVICES FEE WITHIN THE TOWN; ESTABLISHING AN EMERGENCY MEDICAL TRANSPORT SERVICES FEE OF $1,200 FOR BASIC LIFE SUPPORT ("BLS"), ADVANCED LIFE SUPPORT LEVEL 1 ("ALS1") AND ADVANCED LIFE SUPPORT LEVEL 2 ("ALS2") TRANSPORT SERVICES; AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO TAKE ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on or about October 21, 2022, the Town of Pembroke Park (the "Town") and the Broward Sheriff's Office ("BSO") entered into an agreement whereby BSO agreed to provide emergency medical, fire protection, and fire prevention services within the Town and

WHEREAS, Section 7(a) of the agreement provides that BSO shall invoice the recipient of emergency medical transport services within thirty (30) calendar days from the date services were rendered in accordance with the fee schedule adopted by the Town; and

WHEREAS, the emergency medical transportation rates for 2024 for BLS, ALS1 and ALS2 were $850.00; and

WHEREAS, the Town's professional staff and contract fire professionals have recommended an increase to the Town's transport rates for 2025 to $1,200 for all transport services; and

WHEREAS, the Town Commission has considered staff's recommendation and the input of the general public; and

WHEREAS, the Town Commission finds that increasing the emergency

medical transport rates for BLS, ALS1 and ALS 2 to $1,200 is in the best interests of the citizens and residents of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA.

Section 1: Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

Section 2: That the Town Commission here adopts and establishes an emergency medical service transport fee in the amount of $1,200 for all BLS, ALS1 and ALS2 transport services. The appropriate Town officials are hereby further authorized to take any and all action necessary to effectuate the intent of this resolution.

Section 3: All resolutions or parts of resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 4: If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 5: This Resolution shall become effective immediately upon its passage and adoption.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

PASSED AND ADOPTED this ____ day of _____, 2025.

_____
MAYOR GEOFFREY JACOBS

ATTEST:

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____
JACOB G. HOROWITZ
Town Attorney

Agenda Item Report

Subject:	Approval of Compensation and Classification Study Findings - Human Resources Director Frishman RESOLUTION NO.: 2025-041 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, RATIFYING THE APPROVAL AND ACCEPTANCE OF THE COMPENSATION STUDY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - September 10, 2025
Prepared For:	Town Commission
Staff Contact:	David Lynch, Town Manager
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	The Town of Pembroke Park recently completed a comprehensive Compensation and Classification Study to evaluate the Town's pay structure, job classifications, and overall market competitiveness. The study was conducted to ensure that the Town's compensation system is equitable, competitive with comparable municipalities, and supportive of employee recruitment and retention.
Staff Recommendations:	Staff recommends that the Town Commission receive the presentation of the Compensation and Classification Study findings and provide direction regarding implementation of the study's recommendations.
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

Resolution No. 2025-041
TPP Pay Plan (Final)
FINAL - P.Park Presentation

Jacob Horowitz, Town Attorney

Status:
Approved - Sep 02 2025

David Lynch, Town Manager	Pending
Cynthia Garcia-Lima, Town Clerk	None

RESOLUTION NO. 2025-041

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, RATIFYING THE APPROVAL AND ACCEPTANCE OF THE COMPENSATION STUDY ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Pembroke Park recognizes the importance of reviewing and maintaining fair and competitive employee compensation; and

WHEREAS, the Town engaged Gehring Group to conduct a Compensation Study to analyze current salary structures, market competitiveness, and recommendations for employee pay adjustments; and

WHEREAS, the Compensation Study has been completed and presented to the Town Commission for review and consideration; and

WHEREAS, the Town Commission finds it in the best interest of the Town and its employees to ratify the acceptance of the Compensation Study and authorize staff to implement the recommendations as approved.

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

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

Section 2. The Town Commission hereby ratifies the approval and acceptance of the Compensation Study prepared by Gehring Group attached hereto as Exhibit A.

Section 3. The Town Manager, or designee, is authorized to implement the recommendations of the Compensation Study in accordance with the Town's budget and policies.

Section 4: All resolutions or parts of resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 5: This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this ____ day of _____, 2025.

_____
MAYOR GEOFFREY JACOBS

ATTEST:

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____
JACOB G. HOROWITZ
Town Attorney

EXHIBIT A

PROPOSED PAY PLAN FOR ADOPTION					
POSITION TITLE	**DEPARTMENT**	**65th Annual Min**	**65th Annual Mid**	**65th Annual Max**	**SPREAD**
Pay Grade 1		**$35,000.00**	**$43,750.00**	**$52,500.00**	**50%**
Administrative Associate - Building	Building & Code				
Pay Grade 2		**$37,450.00**	**$46,812.50**	**$56,175.00**	**50%**
Pay Grade 3		**$40,071.50**	**$50,089.38**	**$60,107.25**	**50%**
Pay Grade 4		**$42,876.51**	**$53,595.63**	**$64,314.76**	**50%**
Building Clerk Permit Technician	Building & Code				
Maintenance Worker - P&R	Public Services				
Maintenance Worker - Roads & Streets	Public Services				
Maintenance Worker - SW-WW	Public Services				
Pay Grade 5		**$45,877.86**	**$57,347.33**	**$68,816.79**	**50%**
Community Service Aide	Police				
Network Support IT	IT				
Pay Grade 6		**$49,089.31**	**$61,361.64**	**$73,633.97**	**50%**
Code Compliance Clerk	Building & Code				
Records & Evidence Custodian	Police				
Pay Grade 7		**$52,525.56**	**$65,656.95**	**$78,788.34**	**50%**
Administrative Assistant to the Town Clerk	Clerks Office				
Accounts Payable Clerk	Finance & Budget				
Accounts Receivable - Payroll Clerk	Finance & Budget				
Business Tax Receipts Clerk	Building & Code				
Horticulture & Recreation Specialist	Public Services				
Legislative Assistant	Town Manager - Commission				
Parks & Recreation Crew Leader	Public Services				
Roads & Streets Crew Leader	Public Services				
Pay Grade 8		**$56,202.35**	**$70,252.94**	**$84,303.53**	**50%**
Applicant Advocate	Town Manager Office				
Pay Grade 9		**$60,136.52**	**$75,170.65**	**$90,204.77**	**50%**
Pay Grade 10		**$64,346.07**	**$80,432.59**	**$96,519.11**	**50%**
Pay Grade 11		**$68,850.30**	**$86,062.87**	**$103,275.45**	**50%**
Procurement Administrator	Finance & Budget				
Senior Account Manager	Finance & Budget				

Notes
1. Plan includes CPI indexed COLA for Commissioners effetive October 1 of each year. *Pay study pay roll impact after COLA: $207,459.63
2. 90% of employees are already presently within the ranges of the pay study leaving only 8 employees below the minimum of the range.
3. Town Manager is limited to paying employees within pay plan ranges only.
4. Contracted employees' contracts are hereby adjusted to plan ranges with manager authority to adjust within range.
5. Police Chief and Town Manager contracts are hereby adjusted to be equal in pay with any adjustment in pay beyond Pay Grade 24 mid-range to be approved by the Commission.

POSITION TITLE	DEPARTMENT	65th Annual Min	65th Annual Mid	65th Annual Max	SPREAD
Pay Grade 12		**$73,669.82**	**$92,087.27**	**$110,504.73**	**50%**
Administrative Assistant - Chief of Police	Police				
Administrative Operations Manager - PW	Public Works				
Executive Assistant to Town Manager	Town Manager Office				
Town Planner	Building & Code				
Superintendent	Public Services				
Pay Grade 13		**$78,826.71**	**$98,533.38**	**$118,240.06**	**50%**
Asst/Deputy Town Clerk	Town Clerk				
Building Manager	Building & Code				
Pay Grade 14		**$84,344.58**	**$105,430.72**	**$126,516.86**	**50%**
Business Relations Manager	Town Manager Office				
Project Manager	Public Services				
Pay Grade 15		**$90,248.70**	**$112,810.87**	**$135,373.04**	**50%**
Pay Grade 16		**$96,566.10**	**$120,707.63**	**$144,849.16**	**50%**
Pay Grade 17		**$103,325.73**	**$129,157.16**	**$154,988.60**	**50%**
Asst. Finance Director	Finance & Budget				
Pay Grade 18		**$110,558.53**	**$138,198.17**	**$165,837.80**	**50%**
Assistant Public Services Director	Public Services				
Chief Building Official	Building & Code				
Pay Grade 19		**$118,297.63**	**$147,872.04**	**$177,446.44**	**50%**
Pay Grade 20		**$126,578.46**	**$158,223.08**	**$189,867.70**	**50%**
Police Captain	Police				
Pay Grade 21		**$135,438.96**	**$169,298.70**	**$203,158.43**	**50%**
Deputy Police Chief	Police				
Finance & Budget Director	Finance & Budget				
Human Resources Director	HR				
IT Director	IT				
Public Services Director	Public Services				
Town Clerk	Town Clerk				
Pay Grade 22		**$144,919.68**	**$181,149.60**	**$217,379.52**	**50%**
Pay Grade 23		**$155,064.06**	**$193,830.08**	**$232,596.09**	**50%**
Pay Grade 24		**$165,918.55**	**$207,398.18**	**$248,877.82**	**50%**
Police Chief	Police				

Town of Pembroke Park Compensation & Classification Study

Presented by:
Human Capital Advisory Services

August 27, 2025



Overview

- Review project methodology and approach
- Present Risk Strategies' recommendations for a compensation structure for the Town
- Review financial impact on employees based on new pay bands and compression results
- Review total cost of implementation

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Methodology & Approach

- Held discovery meeting to confirm understanding of project goals, scope, milestones, and deliverables
- Completed an overall assessment of the Town's pay structure
- Reviewed current pay program (ranges, classifications, current employee pay data, compression needs)
- Obtained data set (10 entities) and conducted benchmark analysis for all positions
- Reviewed benchmark results including the 50th, 65th, and 75th percentiles
- Conducted meetings with Town Manager, Finance Director, and Human Resources Director to review findings and keep on-going communication

RISK strategies

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Methodology & Approach

- Benchmarked approximately 45 positions against data set
- Developed new pay ranges and classified existing and newly added positions for general employees
- Met with Town Manager, Finance Director, and Human Resources Director to review initial and final draft
- Reviewed all general employees in their positions for compression

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Observations & Findings

Discussed Risk Strategies' recommendations for new pay bands and pay compression with Town Manager, Finance Director, and Human Resources Director

- New pay bands created with a 50% spread between the minimum and maximum of the range
- Majority of employees were being paid within the recommended ranges of the proposed pay plan at the 65th percentile
- Additional recommendations based on internal structure and job functions were provided

Wrap-up

- Any questions?
- Thank you!

Agenda Item Report

Subject:	Consideration and Approval of New Color Palette for the Town - Planning Consultant Vonder Meulen File No.: 25-Z-02 Request: Town Color Palette RESOLUTION NO.: 2025-043 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ADOPTING A REVISED COLOR PALETTE FOR THE PAINTING OF EXTERIOR STRUCTURES LOCATED WITHIN THE TOWN, ATTACHED HERETO AS EXHIBIT "A;" REPEALING RESOLUTION NO. 04-06-05, ADOPTED ON JUNE 9, 2004, ATTACHED HERETO AS EXHIBIT "B;" PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - September 10, 2025
Prepared For:	Town Commission
Staff Contact:	
Dept/Group:	Planning and Zoning
Recommendation for Counsel to consider:	
Background Information:	Ordinance 00-11-3 adopted building color standards for all existing and new buildings. The Town Commission last updated the Town Color Palette in April of 2015, under Resolution 15-04-03. At the Town Commission Workshop on August 27th, there was consensus to adopt a new color palette. Town staff also received direction to repeal the 2004 color palette for SW 30th Avenue. The repeal of that resolution is included in the adoption of the new color palette.
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

Staff Report
Resolution 2025-043
Pembroke Park Color Palette

	Status:
Jacob Horowitz, Town Attorney	Approved - Sep 02 2025
David Lynch, Town Manager	Pending
Cynthia Garcia-Lima, Town Clerk	None

Town of Pembroke Park

3150 SW 52nd Avenue • Pembroke Park, Florida 33023
954.966.4600 • www.tppfl.gov

TO: Mayor and Town Commission
THRU: David Lynch, Town Manager
FROM: Michael Vonder Meulen, AICP, Consultant Town Planner, KEITH
MEETING DATE: August 29, 2025

SUBJECT: New Color Palette
APPLICANT: Town of Pembroke Park

REQUEST:
The Consultant Town Planner recommends the Town Commission approve the new color palette for the Town.

BACKGROUND
Ordinance 00-11-3 adopted building color standards for all existing and new buildings. The Town Commission last updated the Town Color Palette in April of 2015, under Resolution 15-04-03. At the Town Commission Workshop on August 27th, there was consensus to adopt a new color palette. Town staff also received direction to repeal the 2004 color palette for SW 30th Avenue. The repeal of that resolution is included in the adoption of the new color palette.

CONSISTENCY WITH COMPREHENSIVE PLAN
A proposed color palette is consistent with the goals, objectives, and policies of the comprehensive plan. Specifically, the amendment would align with the following:

GOAL I
Encourage the private and public sectors to adhere to the patterns of planned development in the Town which shall promote environmental protection, strive to meet the Town's social and economic needs and contribute to the health, welfare, and safety of its residents.

POLICY #1.1.2
The Town shall periodically review its current Land Development Regulations to:
(2) Eliminate duplication and inconsistencies within code by revising the code to current standards, address current needs identified in the Comprehensive Plan and provide a more efficient system of timely completing public facilities and regular maintenance…

ATTACHMENTS
Exhibit A – Resolution
Exhibit B – New Color Palette

RESOLUTION NO. 2025-043

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ADOPTING A REVISED COLOR PALETTE FOR THE PAINTING OF EXTERIOR STRUCTURES LOCATED WITHIN THE TOWN, ATTACHED HERETO AS EXHIBIT "A;" REPEALING RESOLUTION NO. 04-06-05, ADOPTED ON JUNE 9, 2004, ATTACHED HERETO AS EXHIBIT "B;" PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park's Code of Ordinances provides for provisions relating to exterior maintenance of structures and premises; and

WHEREAS, Section 5-103(o) of the Town Code provides for the adoption of a Town color palette designating the permitted colors for the exteriors of structures within the Town; and

WHEREAS, on June 9, 2004, the Town Commission adopted Resolution No. 04-06-05 (the "Resolution"), thereby designating exterior building color guidelines for S.W. 30th Avenue, the area also designated as "Antique Row;" and

WHEREAS, the Town's professional staff and consultants have recommended an updated color palette for the exterior of buildings in the Town; and

WHEREAS, the Town Commission now seeks to repeal the Resolution, in its entirety; and

WHEREAS, the Town Commission of the Town of Pembroke Park, Florida finds that adopting the color palette set forth in Exhibit "A" and repealing the Resolution is in the best interests of the citizens and residents of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA.

Section 1: That the foregoing "WHEREAS" clause is hereby ratified and confirmed as being true and correct and is hereby made a specific part of this Resolution upon adoption hereof.

Section 2. That the Town Commission hereby adopts the revised color palette for the painting of exterior of all new structures and existing structures located within the Town, attached hereto as Exhibit "A" and being on file with the Town Planning Department, and by reference made a part hereof.

Section 3. That Resolution No. 04-06-05, adopted on June 9, 2004 and attached hereto as Exhibit "A," is hereby repealed in its entirety.

Section 4. That if any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way effecting the validity of the other provisions of this Resolution.

Section 5: That all Resolutions or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 6: That this Resolution shall be effective immediately upon adoption.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

PASSED AND ADOPTED this 10TH day of September, 2025.

_____
MAYOR GEOFFREY JACOBS

ATTEST:

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____
JACOB G. HOROWITZ
Town Attorney

TOWN OF
PEMBROKE PARK
FLORIDA

The Small Town that Means Big Business

Color Palette



Agenda Item Report

Subject:	Ratification of Emergency AC Repairs - Town Manager Lynch RESOLUTION NO.: 2025-044 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, RATIFYING THE TOWN MANAGER'S AUTHORIZATION OF EMERGENCY AIR CONDITIONING REPAIRS COMPLETED BY QUAMEC ON AUGUST 14, 2025, IN THE AMOUNT OF $2,200; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - September 10, 2025
Prepared For:	Town Commission
Staff Contact:	David Lynch, Town Manager
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	On August 14, 2025, the Town experienced an unexpected breakdown of the air conditioning system. Due to the urgent nature of the matter and the necessity of restoring climate control to Town facilities, the Town Manager authorized emergency repairs without prior Commission approval. The work was completed by Quamec at a total cost of $2,200.
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

Resolution No. 2025-044
invoice-20883-2

RESOLUTION 2025-044

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, RATIFYING THE TOWN MANAGER'S AUTHORIZATION OF EMERGENCY AIR CONDITIONING REPAIRS COMPLETED BY QUAMEC ON AUGUST 14, 2025, IN THE AMOUNT OF $2,200; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 14, 2025, the Town's air conditioning system experienced an unexpected breakdown requiring immediate repair in order to maintain safe and operable conditions at Town facilities; and

WHEREAS, due to the urgent nature of the matter, the Town Manager authorized emergency repairs without prior approval of the Town Commission; and

WHEREAS, the repairs were completed by Quamec at a cost of Two Thousand Two Hundred Dollars ($2,200); and

WHEREAS, the Town Commission desires to ratify the Town Manager's authorization of the emergency repairs.

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

Section 1. The Town Commission hereby ratifies the Town Manager's authorization of emergency AC repairs performed by Quamec on August 14, 2025, in the amount of $2,200.

Section 2. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 3. Should any section, paragraph, sentence, clause or phrase or other part of this Resolution be declared by a court of competent jurisdiction to be invalid, such a decision shall not affect the validity of this Resolution as a whole or any portion or part thereof, other than the part so declared to be invalid.

Section 4. This Resolution shall take effect immediately upon passage and adoption.

PASSED AND ADOPTED this 10th day of September 2025.

_____
MAYOR GEOFFREY JACOBS

ATTEST:

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____
JACOB HOROWITZ
Town Attorney

Quamec Corp
345 W 75th Place
Hialeah , FL 33014

INVOICE	#20883-2
SERVICE DATE	Aug 15, 2025
INVOICE DATE	Aug 15, 2025
PAYMENT TERMS	Net 14
DUE DATE	Aug 29, 2025
AMOUNT DUE	**$2,200.00**

Town of Pembroke Park
3150 sw 52nd Ave
Pembroke Park, FL 33023

SERVICE ADDRESS

3115 SW 52nd Ave
Pembroke Park, FL 33023

CONTACT US

(305) 846-9209
ocrespo@quamec.net

INVOICE

Services	qty	unit price	amount
Commercial Service - 2nd Floor Unit Flush Condenser Coil	1.0	$2,200.00	$2,200.00

Scope of work:
- Shut down the unit.
- Disconnect power to the unit.
- Close condenser water valve.
- Recirculate acid in the condenser coil for three hours.
- Open water valve.
- Start-up system and monitor for proper operation.

Subtotal	$2,200.00
Job Total	**$2,200.00**
Amount Due	**$2,200.00**

All Prices quoted are valid for 30 Days

We appreciate your business!

Remit all Zelle payments to info@quamec.net

Please note that there is a 3% processing fee applicable for all credit card transactions.

See our Terms & Conditions (https://pro.housecallpro.com/QuamecCorp/30583/terms)

Agenda Item Report

Subject:	Consideration of Contribution to the Broward Early Learning Coalition (ELC) – School Readiness Match Program - Town Clerk Garcia-Lima RESOLUTION NO.: 2025-045 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING A CONTRIBUTION TO THE BROWARD EARLY LEARNING COALITION (ELC) IN SUPPORT OF THE SCHOOL READINESS MATCH PROGRAM FOR FISCAL YEAR 2025–2026; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - September 10, 2025
Prepared For:	Town Commission
Staff Contact:	Cynthia Garcia-Lima, Town Clerk
Dept/Group:	
Recommendation for Counsel to consider:	
Background Information:	The Town of Pembroke Park has historically supported the Broward Early Learning Coalition's School Readiness Match Program, which provides subsidized childcare for working families in the community. In Fiscal Year 2024–2025, the program directly benefited 40 Pembroke Park children and 26 households, allowing parents to work and providing $235,192 in direct economic relief. In addition, $51,528 in subsidies were directed to a local childcare provider in Pembroke Park. Each local dollar contributed to the School Readiness Match Program is matched dollar-for-dollar with state and federal funds, effectively doubling the impact at no administrative cost. However, with reductions in state base funding for School Readiness, local match contributions are increasingly critical to maintaining current levels of service and avoiding reductions in the number of families served. Last year's contribution was in the amount of $2,186.00.
Staff Recommendations:	
Procurement:	
Financial Implications:	To be determined by Commission.

Alternatives:	

ATTACHMENTS:

Resolution No. 2025-045
ELC_25-26_Match_Grant_request_Pembroke_Park

	Status:
Jacob Horowitz, Town Attorney	Approved - Aug 29 2025
David Lynch, Town Manager	Pending
Cynthia Garcia-Lima, Town Clerk	None

RESOLUTION NO. 2025-045

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, APPROVING A CONTRIBUTION TO THE BROWARD EARLY LEARNING COALITION (ELC) IN SUPPORT OF THE SCHOOL READINESS MATCH PROGRAM FOR FISCAL YEAR 2025–2026; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Pembroke Park previously contributed to the Broward Early Learning Coalition's School Readiness Match Program, which provides subsidized childcare to working families in the community; and

WHEREAS, in Fiscal Year 2024–2025, the School Readiness Program supported 40 Pembroke Park children, assisted 26 parents in maintaining employment, provided $235,192 in direct economic relief to local households, and paid $51,528 in subsidies to one local childcare provider within Pembroke Park; and

WHEREAS, every local dollar contributed to the School Readiness Match Program is matched 1:1 with state and federal funds, doubling the impact for children and families without any administrative costs; and

WHEREAS, the State Legislature has reduced base funding for School Readiness, making local match contributions more critical than ever to avoid cuts in service and to prevent waiting lists from growing; and

WHEREAS, the Town Commission recognizes the importance of supporting working families, promoting early learning opportunities for children, and ensuring that Pembroke Park families continue to benefit from the maximum available state and federal match dollars.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA THAT:

Section 1. The foregoing "Whereas" clauses are true and correct and are incorporated herein by reference.

Section 2. The Town Commission hereby approves a contribution to the Broward Early Learning Coalition (ELC) in support of the School Readiness Match Program for Fiscal Year 2025–2026, in the amount of $2,186.00.

Section 3. The Town Manager, or designee, is authorized to take all necessary steps to implement this Resolution, including the execution of any documents required to effectuate the Town's contribution.

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

PASSED AND ADOPTED this 10th day of September, 2025.

_____
MAYOR GEOFFREY JACOBS

ATTEST:

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____
JACOB HOROWITZ
Town Attorney

Renee Jaffe
Chief Executive Officer

Board of Directors

Laurie Sallarulo
Board Chair

Dawn Liberta
First Vice Chair

Michael Asseff
Second Vice Chair

Cindy Arenberg-Seltzer, MPA, JD
Treasurer

Ellie Schrot
Secretary

Sharonda Baily
Krystie Castillo
Kirk Englehardt
Amy Hauser
Maria Hernandez
Carol Hylton
Renee Podolsky, MBA
Dr. Amoy Reid
Jessica Rodriguez
Traci Schweitzer
Zachary Talbot
Karen Taveras
Julie Winburn

Honorary Board Members

Beverly Batson

August 19, 2025

Mr. David Lynch, Town Manager
Town of Pembroke Park
3150 SW 52nd Ave
Pembroke Park, FL 33023

Greetings Town Manager Lynch & Commission,

On behalf of the 20,000+ children served by the Early Learning Coalition of Broward (ELC); we sincerely thank you for Pembroke Park generous contribution last year in support of the School Readiness Match program. Your investment directly benefited Pembroke Park families and helped leverage additional state and federal funds, maximizing its impact in our community.

For **FY 25/26**, we respectfully request continued support at **any level the Town of Pembroke Park is able to provide**, to assist families in the city that receive subsidized childcare. Every dollar contributed is **matched 1:1** with state and federal funds, **doubling the impact** for children and families without any administrative costs.

In **fiscal year 2024-25**, the School Readiness program supported:

- **40 Pembroke Park children**, allowing **26 parents** to work
- **$235,192** in direct economic relief to **26 Pembroke Park households**.
- **$51,528 paid** in subsidies to **1 local childcare provider** in Pembroke Park

With state base funding for School Readiness reduced by the legislature this year, local match contributions are more critical than ever. Some counties have already begun reducing the number of families served due to funding shortfalls.

Local dollars help us avoid similar service cuts in Broward—allowing us to maintain support and prevent long waitlists from growing further.

Your continued support ensures we can unlock every possible federal match dollar and continue helping families who need it most.

Sincerely,

Renee Jaffe, CEO
The Early Learning Coalition of Broward County

Agenda Item Report

Subject:	Motion to approve the recommendation of the Town's insurance consultant to engage Cigna Healthcare as the Town's insurance carrier pursuant to Sec. 2-125(C)(4) of the Town's Code of Ordinances
Meeting Date:	Regular Commission Meeting - September 10, 2025
Prepared For:	Town Commission
Staff Contact:	
Dept/Group:	
Recommendation for Counsel to consider:	
Background Information:	At a prior meeting, the Town Commission approved the renewal of the Town's employee health insurance plan. Since that approval, staff has determined that it is in the best interest of the Town and its employees to renew coverage with Cigna instead of BlueCross BlueShield, based on more favorable plan options and cost considerations.
Staff Recommendations:	Staff recommends that the Town Commission ratify and approve the renewal of the Town's employee insurance plan with Cigna, replacing the previously approved renewal with BlueCross BlueShield.
Procurement:	
Financial Implications:	
Alternatives:	

Agenda Item Report

Subject:	Consideration and approval of adopting an inventory list of all real property owned by the town and whether said properties are appropriate for affordable housing as per the Live Local Act requirements- Planning Consultant Vonder Meulen RESOLUTION NO.: 2025-042 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ADOPTING AN INVENTORY LIST OF ALL REAL PROPERTY OWNED BY THE TOWN OF PEMBROKE PARK AND WHETHER SAID PROPERTY IS APPROPRIATE FOR AFFORDABLE HOUSING, ATTACHED HERETO AS EXHIBIT "A;" PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - September 10, 2025
Prepared For:	Town Commission
Staff Contact:	
Dept/Group:	Planning and Zoning
Recommendation for Counsel to consider:	
Background Information:	The Florida Legislature created the Live Local Act in an effort to address the state-wide housing affordability crisis. The Act requires the Town of Pembroke Park to maintain a list of Town owned property and identify properties which may be used for affordable housing. The Town Planning Department has prepared the list pursuant to all requirements in state statute. Once adopted, the inventory list must be placed on the Towns website.
Staff Recommendations:	
Procurement:	
Financial Implications:	
Alternatives:	

ATTACHMENTS:

Live Local Staff Report
Resolution No. 2025-042
Exhibit A

Town of Pembroke Park
3150 SW 52nd Avenue • Pembroke Park, Florida 33023
954.966.4600 • www.tppfl.gov

To: Mayor & Town Commissioners
Town of Pembroke Park

Thru: David Lynch, Town Manager

From: Mike Vonder Meulen, AICP, Consultant Town Planner, KEITH

Date: August 29,2025

Subject: Posting of Town Owned Property

RECOMMENDED ACTION

The Consultant Town Planner recommends the Town Commission adopt the list of Town owned properties to be published on the Town's website as required by state statute 166.0451.

BACKGROUND

The Florida Legislature created the Live Local Act in an effort to address the state-wide housing affordability crisis. The Act requires the Town of Pembroke Park to maintain a list of Town owned property and identify properties which may be used for affordable housing. The Town Planning Department has prepared the list pursuant to all requirements in state statute. Once adopted, the inventory list must be placed on the Towns website.

ATTACHMENTS

Resolution
Inventory of Town Land meeting the requirements of the Live Local Act

RESOLUTION NO. 2025-042

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ADOPTING AN INVENTORY LIST OF ALL REAL PROPERTY OWNED BY THE TOWN OF PEMBROKE PARK AND WHETHER SAID PROPERTY IS APPROPRIATE FOR AFFORDABLE HOUSING, ATTACHED HERETO AS EXHIBIT "A;" PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statue 166.0451 "Disposition of municipal property for affordable housing" requires the Town to prepare an inventory list of all real property within its jurisdiction to which the Town holds fee simple title which that is appropriate for use as affordable housing; and

WHEREAS, the inventory list must include the address and legal description of each such property and specify whether the property is vacant or improved; and

WHEREAS, the Town's professional staff and consultants have provided said inventory list; and

WHEREAS, the Town Commission has held a public hearing pursuant to FSS 166.0451; and

WHEREAS, the Town Commission of the Town of Pembroke Park, Florida finds that adopting the inventory list of Town owned property set forth in Exhibit "A" to be in the best interests of the citizens and residents of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA.

Section 1: That the foregoing "WHEREAS" clause is hereby ratified and confirmed as being true and correct and is hereby made a specific part of this Resolution upon adoption hereof.

Section 2. That the Town Commission has held a public hearing and hereby adopts the inventory of Town owned land pursuant to FSS 166.0451, attached hereto as Exhibit "A" and being on file with the Town Planning Department, the Town website and by reference made a part hereof.

Section 3. That if any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way effecting the validity of the other provisions of this Resolution.

Section 4: That all Resolutions or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 5: That this Resolution shall be effective immediately upon adoption.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

PASSED AND ADOPTED this 10th day of September, 2025.

_____
MAYOR GEOFFREY JACOBS

ATTEST:

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency

_____
JACOB G. HOROWITZ
Town Attorney

	FOLIO NUMBER	OWNER	ADDRESS	LEGAL DESCRIPTION	VACANT / IMPROVED	APPROPRIATE FOR AFFORDABLE HOUSING	COMMENTS
	514230130470	TOWN OF PEMBROKE PARK	3115 SW 52 AVE	HOLLYWOOD RIDGE FARMS 2-16 MISC LOT 36 LESS S 12.07	IMPROVED	NO	RYAN PRESERVE
	514230130730	TOWN OF PEMBROKE PARK	SW 52 AVE	HOLLYWOOD RIDGE FARMS 2-16 MISC 15 STRIP LYING W OF LOT 24 B	IMPROVED	NO	RIGHT-OF-WAY
	514230130750	TOWN OF PEMBROKE PARK	SW 52 AVE	HOLLYWOOD RIDGE FARMS 2-16 MISC 15 STRIP LYING W OF LOT 37	IMPROVED	NO	RIGHT-OF-WAY
	514230130780	TOWN OF PEMBROKE PARK	SW 48 AVE	HOLLYWOOD RIDGE FARMS 2-16 MISC 15 STRIP LYING E LOT 41 B	IMPROVED	NO	RIGHT-OF-WAY
	514230130790	TOWN OF PEMBROKE PARK	SW 48 AVE	HOLLYWOOD RIDGE FARMS 2-16 MISC 15 STRIP LYING E OF LOT 41 C	IMPROVED	NO	RIGHT-OF-WAY
	514230130720	TOWN OF PEMBROKE PARK	ACCESS RD	HOLLYWOOD RIDGE FARMS 2-16 MISC 15 STRIP LYING E OF LOT 23 B & C	IMPROVED	NO	RIGHT-OF-WAY
	514230240047	TOWN OF PEMBROKE PARK	SW 52 AVE	HOLLYWOOD RIDGE FARMS 2-16 MISC PT OF LOT 21 B DESC AS,COMM AT SW COR OF LOT 21 B,ELY ALG S/L FOR 307.15 TO POB,NLY 66.50, ELY 20.33,SLY 66.50,WLY 20.33 TO POB AKA: UNIT 7 BUILDING 4 PARK POINTE TOWNHOMES	VACANT	YES	TOWNHOUSE LOT
	514230090371	TOWN OF PEMBROKE PARK	W HALLANDALE BEACH BLVD	LAKE FOREST SEC 4 RESUB POR 43-45 B N 10 OF E 10 OF LOTS 27 & 27A, & N 10 OF LOTS 28, 28 A, 29 & 29A BLK 40	IMPROVED	NO	RIGHT-OF-WAY
	514230130013	TOWN OF PEMBROKE PARK	SW 56 AVE	HOLLYWOOD RIDGE FARMS 2-16 MISC A POR OF LOT 1 DESC AS: COMM AT NW COR OF SAID LOT 1, S 299.29 TO POB, CONT S 20 TO A PI ON N R/W/L OF SE 41 ST, ELY ALG SAID R/W/L 277.56, N 38, WLY ALG A LN 38 N & PARA TO N R/W/L OF 41 ST, 245.80, SE 25.57, WLY ALG A LN 20 N & PARA TO N R/W/L OF 41 ST, 49.84 TO POB	VACANT	NO	RIGHT-OF-WAY
	514230130031	TOWN OF PEMBROKE PARK	SW 56 AVE	HOLLYWOOD RIDGE FARMS 2-16 MISC W 25 OF LOT 4	IMPROVED	NO	RIGHT-OF-WAY
	514220010010	TOWN OF PEMBROKE PARK	SW 31 AVE	20-51-42 E 50 OF W 150 OF N3/4 OF E1/2 OF NE1/4 OF SE1/4 LESS S 200 & LESS RD R/W	IMPROVED	NO	RIGHT-OF-WAY
	514220000280	TOWN OF PEMBROKE PARK	SW 19 ST	20-51-42 S 25 OF W 25 OF E1/2 OF NW1/4 OF NE1/4 OF SE1/4	IMPROVED	NO	LIFT STATION
	514220000431	TOWN OF PEMBROKE PARK	2901 SW 25 ST	20-51-42 W 200 OF W1/2 OF SE1/4 OF SW1/4 OF SE1/4 & THE S 256 OF W1/2 OF SE1/4 OF SW1/4 OF SE1/4, LESS W 200 FT THEREOF & LESS E 11 FT THEREOF,SUBJECT TO S 25 FOR RD R/W	IMPROVED	NO	PATRICK BEHAN PARK
	514220000510	TOWN OF PEMBROKE PARK	SW 21 ST	20-51-42 S 25 OF E1/2 OF SW1/4 OF NE1/4 OF SE1/4	IMPROVED	NO	RIGHT-OF-WAY
	514220000531	TOWN OF PEMBROKE PARK	CAROLINA ST	20-51-42 S 25 OF S1/2 OF SE1/4 OF NE1/4 OF SE1/4 LESS E 300	IMPROVED	NO	RIGHT-OF-WAY
	514220000540	TOWN OF PEMBROKE PARK	JOHN P LYONS LN	20-51-42 E1/2 OF NE1/4 OF SE1/4 OF SE1/4 SEC 20-51-42,LESS E 300,LESS S 500	IMPROVED	NO	RIGHT-OF-WAY
	514221010112	TOWN OF PEMBROKE PARK	SW 30 AVE	SUB OF 21-51-42 B-13 D E 25 OF S 120 OF N 270 LOT 2,BLK 13,LYING W OF I-95;E 40 LOT 3, BLK 13,LESS N 270,LYING W OF I-95;E 40 LOT 3,BLK 13,LESS S 315,LYING W OF I-95;N 40 OF S 315 OF LOT 3,BLK 13,LYING W OF I-95;W 25 OF N 90 OF S 275 OF LOT 3,BLK 13;W 25 OF PAR DESC AS :COMM AT POINT ON W/R/W/L OF STATE RD 9 LOCATED 35 FEET S OF S/L SEC 21,WLY 148.20,NWLY 132.50 TO POB,NWLY 93,ELY 25,SLY TO POB	IMPROVED	NO	RIGHT-OF-WAY
	514221010130	TOWN OF PEMBROKE PARK	SW 30 AVE	SUB OF 21-51-42 B-13 D PT OF LOT 3 BLK 13 ALSO DESC AS POR OF FOL PAR LYING WITHIN SEC 21:COMM SW COR SEC 21,N 69.21 TO POB,N 115.80,SE 43.68,S 65.51,SE 272.83,S 121.13,W 35,N 117.07, NW 161.63,N 102.16,NW 2.41 TO POB	IMPROVED	NO	RIGHT-OF-WAY
	514221010133	TOWN OF PEMBROKE PARK	SW 30 AVE	21-51-42 THAT PT OF FOL PAR LYING W/I SEC 21,COMM NW COR SEC 28-51-42,E 28.08 TO POB,NW 78.96,N 65.51, SE 240.17,NWLY 43.44,NW 74.09, W 7.86,N 121.13,NW 193.87 TO POB	IMPROVED	NO	RIGHT-OF-WAY
	514220000314	TOWN OF PEMBROKE PARK	S PARK RD	20-51-42 PT OF NW1/4 OF NE1/4 OF SE1/4 OF SEC 20 DESC'D AS:COMM NW COR OF NW1/4 OF NE1/4 OF SE1/4 OF SAID SEC,E 59.61,S 50 TO POB,SWLY 28.21,S 160.20,W 10,N 180.09, E 29.89 TO POB	IMPROVED	NO	RIGHT-OF-WAY
	514220000315	TOWN OF PEMBROKE PARK	S PARK RD	20-51-42 W 25 OF W1/2 OF NW1/4 OF NE1/4 OF SE1/4 OF SEC 20 LESS S 444 & W 25 OF N 125 OF S 444 OF W 175 OF W1/2 OF NW1/4 OF NE1/4 OF SE1/4 OF SEC 20	IMPROVED	NO	RIGHT-OF-WAY
	514220000332	TOWN OF PEMBROKE PARK	S PARK RD	20-51-42 E 25 OF NE1/4 OF NW1/4 OF SE1/4 OF SEC 20	IMPROVED	NO	RIGHT-OF-WAY
	514220000333	TOWN OF PEMBROKE PARK	9 ST	20-51-42 POR OF NW1/4 OF SE1/4 OF SEC 20 DESC'D AS:COMM NE COR OF NW1/4 OF SE1/4 OF SEC 20,S 53,W 25 TO POB,S 1295.47,W 15,N 1295.41, E 15 TO POB	IMPROVED	NO	RIGHT-OF-WAY
	514220000391	TOWN OF PEMBROKE PARK	S PARK RD	20-51-42 POR OF SW1/4 OF SE1/4,DESC AS COMM AT NE COR OF NW1/4 OF SE1/4 OF SEC 20,S 1348.56,W 25 TO POB S 674.33,W 15,N 674.33,E 15 TO POB	IMPROVED	NO	RIGHT-OF-WAY
	514221280028	TOWN OF PEMBROKE PARK	SW 30 AVE	MEEKINS ADD NO 1 26-5 B E 30 OF S 200 OF 741.9 OF TR B	IMPROVED	NO	RIGHT-OF-WAY
	514220000432	TOWN OF PEMBROKE PARK	SW 25 AVE	20-51-42 S 25 OF W1/2 OF SE1/4 OF SW1/4 OF SE1/4 OF SEC 20	IMPROVED	NO	RIGHT-OF-WAY
	514221280022	TOWN OF PEMBROKE PARK	SW 30 AVE	MEEKINS ADD NO 1 26-5 B POR OF TRACT B DESC AS: COMM W 1/4 COR SEC 21,S 60 TO POB,CONT S 32,SELY 93.51,SE 71.43,SELY 52.35,E 39.50,NWLY 101.25,NW 71.43,NWLY 44.75,N 23.36, NW 40.43 TO POB	IMPROVED	NO	RIGHT-OF-WAY

	514228000120	TOWN OF PEMBROKE PARK	SW 30 AVE	28-51-42 THAT PT OF SW1/4 OF NW 1/4 LYING W OF ST RD 9 & S OF HALLANDALE BCH BLVD,LESS ORS 4772/513, 5921/331 & 5397/683 & LESS BEG SW COR OF NW1/4,N 600,E 163.95, SLY PARA WITH & 26 W OF W R/W/L OF ST RD 9 AN ARC DIST OF 601.86 TO S/L OF SAID SW1/4,WLY ALG S/L 108.95 TO POB	IMPROVED	NO	RIGHT-OF-WAY
	514221010370	TOWN OF PEMBROKE PARK	SW 30 AVE	SUB OF 21-51-42 B-13 D E 40 FT OF N 150' OF THAT POR OF LOT 2, BLK 13 LYING W OF W R/W/L ST RD 9 (I-95)	IMPROVED	NO	RIGHT-OF-WAY
	514228320122	TOWN OF PEMBROKE PARK	SW 30 AVE	28-51-42 THAT PT OF FOL PAR LYING W/I SEC 28,COMM SW COR 21,N 69.21 TO POB CONT N 115.80,SE 43.68,S 65.51, SE 272.83,S 121.13,W 35,N 117.07 NW 161.63,N 102.16,NW 2.41 TO POB	IMPROVED	NO	RIGHT-OF-WAY
	514228320120	TOWN OF PEMBROKE PARK	SW 30 AVE	28-51-42 POR OF NW1/4 DESC AS:COMM SW COR NW1/4 OF NW1/4,E 38,N 84.14 TO POB,N 838.74,NLY 39.71,NW 77.51, E 50.14,SE 73.77,SLY 43.41,S 822.53,W 7.53,SW 45.45 TO POB	IMPROVED	NO	RIGHT-OF-WAY
	514228320121	TOWN OF PEMBROKE PARK	SW 30 AVE	28-51-42 THAT PT OF FOL PAR LYING W/I SEC 28,COMM NW COR SEC 28,E 28.08 TO POB,NW 78.96,N 65.51,SE 338.37,S 240.17,NWLY 43.44,NW 74.09,W 7.86,N 121.13,NW 193.87 TO POB	IMPROVED	NO	RIGHT-OF-WAY
	514230240041	TOWN OF PEMBROKE PARK	SW 52 AVE	HOLLYWOOD RIDGE FARMS 2-16 MISC PT OF LOT 21 B DESC AS,COMM AT SW COR OF LOT 21 B,ELY ALG S/L FOR 419.98 TO POB,NLY 66.50, ELY 19.84,SLY 66.50,WLY 19.84 TO POB AKA: UNIT 1 BUILDING 4 PARK POINTE TOWNHOMES	VACANT	YES	TOWNHOUSE LOT
	514230130510	TOWN OF PEMBROKE PARK	ACCESS RD	HOLLYWOOD RIDGE FARMS 2-16 B THAT PART OF TRS 37,39A & 39B DESC'D AS,COMM AT NW COR OF TR 39A,SLY 50,ELY 2.70 TO POB, SLY 138.00,ELY 29.00,SELY 49,SLY 84,WLY 31,SLY 369.07,WLY 50.88, NLY 22.04,WLY 268.06,SLY 149.62 ELY 578.15 TO SE COR TR 37,NLY 753.94,WLY 294.34 TO POB	IMPROVED	NO	RYAN PRESERVE
	514229060090	TOWN OF PEMBROKE PARK	S PARK RD	LAKESIDE COMMERCIAL PARK 136-27 B PT OF PARCEL "A" DESC AS, N 50 OF E 30 AKA: LIFT STATION	IMPROVED	NO	LIFT STATION
	514229000103	TOWN OF PEMBROKE PARK	SW 27 ST	29-51-42 N 25 OF W1/2 OF SW1/4 OF NE1/4 OF NE1/4 LESS W 25	IMPROVED	NO	RIGHT-OF-WAY
	514230090083	TOWN OF PEMBROKE PARK	SW 30 ST	LAKE FOREST SEC 4 RESUB POR 43-45 B TR R S 30 OF E 50 OF W 100 BLK 40	VACANT	NO	LANDLOCKED PARCEL (BEHIND 3220 3230 HBB)
	514229110040	TOWN OF PEMBROKE PARK	2701 COMMERCE CENTER WAY	WESTWIND III 182-22 B TRACT 3	VACANT	NO	INDUSTRIAL PARCEL
	514230130670	TOWN OF PEMBROKE PARK	SW 48 AVE	HOLLYWOOD RIDGE FARMS 2-16 MISC 15 STRIP LYING E OF LOT 21 C & D	IMPROVED	NO	RIGHT-OF-WAY
	514229000092	TOWN OF PEMBROKE PARK	BRYAN RD	29-51-42 W 20 FT OF E1/2 OF SW1/4 OF NE 1/4 OF NE1/4 OF SEC 29 LESS S 350' THEREOF	IMPROVED	NO	RIGHT-OF-WAY
	514230130680	TOWN OF PEMBROKE PARK	SW 52 AVE	HOLLYWOOD RIDGE FARMS 2-16 MISC 15 STRIP LYING W OF LOT 22A	IMPROVED	NO	RIGHT-OF-WAY
	514230130610	TOWN OF PEMBROKE PARK	SW 52 AVE	HOLLYWOOD RIDGE FARMS2-16 MISC 15 STRIP LYING E OF LOT 15	IMPROVED	NO	RIGHT-OF-WAY
	514230140110	TOWN OF PEMBROKE PARK	SW 52 AVE	30-15-42 E 15 OF N 200 OF E 325 OF S1/2 OF NE1/4 OF SW1/4 OF NW1/4 AKA 15 STRIP E OF N 200 OF LOT 32 HRF	IMPROVED	NO	RIGHT-OF-WAY
	514230130640	TOWN OF PEMBROKE PARK	ACCESS RD	HOLLYWOOD RIDGE FARMS 2-16 MISC 15 STRIP LYING S OF LOTS 20 D, E & F	IMPROVED	NO	RIGHT-OF-WAY
	514230130690	TOWN OF PEMBROKE PARK	SW 52 AVE	HOLLYWOOD RIDGE FARMS 2-16 MISC 15 STRIP LYING W OF LOT 22 B	IMPROVED	NO	RIGHT-OF-WAY
	514230130700	TOWN OF PEMBROKE PARK	SW 38 ST	HOLLYWOOD RIDGE FARMS 2-16 MISC 15 STRIP LYING E OF LOT 22 C	IMPROVED	NO	RIGHT-OF-WAY
	514230130710	TOWN OF PEMBROKE PARK	SW 52 AVE	HOLLYWOOD RIDGE FARMS 2-16 MISC 15 STRIP LYING W OF LOT 23 A	IMPROVED	NO	RIGHT-OF-WAY
	514230140111	TOWN OF PEMBROKE PARK	SW 38 ST	30-51-42 E 15 OF SE1/4 OF SW1/4 OF NW1/4 AKA 15 STRIP E OF LOTS 33,34 HRF	IMPROVED	NO	RIGHT-OF-WAY
	514229000600	TOWN OF PEMBROKE PARK	PARK RD	29-51-42 S 25 FT OF W1/2 OF NW1/4 OF NE 1/4 OF NE 1/4 OF SEC 29 LESS THE W 25 FT THEREOF	IMPROVED	NO	RIGHT-OF-WAY
	514229000610	TOWN OF PEMBROKE PARK	PARK RD	29-51-42 W 25 FT OF W1/2 OF NW1/4 OF THE NE1/4 OF THE NE1/4 OF SEC 29	IMPROVED	NO	RIGHT-OF-WAY
	514229000620	TOWN OF PEMBROKE PARK	PARK RD	29-51-42 E 25 FT OF NE1/4 OF NW1/4 OF THE NE1/4 OF SEC 29	IMPROVED	NO	RIGHT-OF-WAY
	514230130251	TOWN OF PEMBROKE PARK	SW 48 AVE	HOLLYWOOD RIDGE FARMS 2-16 MISC 15 STRIP LYING E OF LOT 22 D	IMPROVED	NO	RIGHT-OF-WAY
	514229000640	TOWN OF PEMBROKE PARK	SW 48 AVE	29-51-42 W 25 FT OF E1/2 OF SE1/4 OF NE 1/4 OF NE1/4 OF SEC 29 LESS N 201.3	IMPROVED	NO	RIGHT-OF-WAY
	514230130553	TOWN OF PEMBROKE PARK	SW 48 AVE	30-51-42 N 10 AND THAT PT CONTAINED IN 25 FT RADIUS ARC TANG TO S/L OF N 10 & E/L OF SE1/4 OF NW1/4 SEC 10 OF PAR DESC AS:COMM NE COR OF SE1/4 OF NW1/4 OF SEC 30,WLY 15, SLY 50 TO POB,CONT SLY 150,WLY 150,NLY 150,ELY 150 TO POB	IMPROVED	NO	RIGHT-OF-WAY
	514230130560	TOWN OF PEMBROKE PARK	3200 SW 48 AVE	HOLLYWOOD RIDGE FARMS 2-16 MISC LOT 41 B & LOT 41 C LESS S 150	IMPROVED	NO	RYAN PRESERVE
	514230130570	TOWN OF PEMBROKE PARK	SW 48 AVE	HOLLYWOOD RIDGE FARMS 2-16 MISC LOT 41 C SOUTH 150	IMPROVED	NO	RYAN PRESERVE
	514230130580	TOWN OF PEMBROKE PARK	SW 48 AVE	HOLLYWOOD RIDGE FARMS 2-16 MISC LOT 41 D	IMPROVED	NO	RYAN PRESERVE
	514229000560	TOWN OF PEMBROKE PARK	PARK RD	29-51-42 W 25 FT OF W1/2 OF SW1/4 OF NE 1/4 OF NE1/4 OF SEC 29, LESS S 50' THEREOF	IMPROVED	NO	RYAN PRESERVE
	514230090510	TOWN OF PEMBROKE PARK	SW 40 AVE	LAKE FOREST SEC 4 RESUB POR 43-45 B POR LOTS 1,1A DESC AS:COMM SW COR OF LOT 2A,BLK 50 OF SAID PLAT,E 130.91 TO POB & PI OF CUR NLY 39.19,N 65 TO PI OF CUR, WLY 39.30,E 24.98 TO PI OF CUR, SLY 16.17,S 75 TO PI ON CUR,WLY 39.19,W 5 TO POB BLK 50	IMPROVED	NO	RYAN PRESERVE

	514230140080	TOWN OF PEMBROKE PARK	SW 52 AVE	30-51-42 E 15 OF NE1/4 OF NE1/4 OF SW1/4 OF NW1/4 LESS N 42.87 FOR ST RD 824 AKA 15 FT STRIP E OF LOT 31 HRF	IMPROVED	NO	RIGHT-OF-WAY
	514230140092	TOWN OF PEMBROKE PARK	3150 SW 52 AVE	30-51-42 N 200 OF E 325 OF S1/2 OF NE1/4 OF SW1/4 OF NW1/4 LESS E 25 THEREOF,A/K/A PT LOT 32 HRF UNREC	IMPROVED	NO	TOWN HALL
	514229000225	TOWN OF PEMBROKE PARK	LAKESHORE DR	29-51-42 W 12 OF N 225 OF W1/2 OF E1/2 OF NE1/4 OF SW1/4 OF NE1/4 LESS N 50 THEREOF TOGETHER WITH E 38 OF W1/2 OF E1/2 OF SW1/4 OF NE1/4 LESS N 250 THEREOF	IMPROVED	NO	RIGHT-OF-WAY
	514229000244	TOWN OF PEMBROKE PARK	LAKESHORE DR	29-51-42 N 250 OF E 38 OF W1/2 OF E1/2 OF SW1/4 OF NE1/4 LESS N 50 FT THEREOF	IMPROVED	NO	RIGHT-OF-WAY
	514229000262	TOWN OF PEMBROKE PARK	LAKESHORE DR	29-51-42 W 12 OF E1/2 OF NE1/4 OF SW1/4 OF NE1/4 LESS N 225 AND LESS S 100	IMPROVED	NO	RIGHT-OF-WAY
	514229000271	TOWN OF PEMBROKE PARK	LAKESHORE DR	29-51-42 W 12 OF E1/2 OF SE1/2 OF SW1/2 OF NE1/4 LESS S 150;TOGETHER WITH W 12 OF S 100 OF E1/2 OF NE 1/4 OF SW1/4 OF NE1/4	IMPROVED	NO	RIGHT-OF-WAY
	514229000580	TOWN OF PEMBROKE PARK	PARK RD	29-51-42 E 25 FT OF N 150' OF S 200' OF THE SE1/4 OF THE NW1/4 OF THENCE 1/4 OF SEC 29	IMPROVED	NO	RIGHT-OF-WAY
	514229000590	TOWN OF PEMBROKE PARK	PARK RD	29-51-42 E 25 FT OF SE1/4 OF NW1/4 OF NE 1/4 LESS S 200' THEREOF	IMPROVED	NO	RIGHT-OF-WAY

Agenda Item Report

Subject:	Consideration of Approval of Ordinance Amending Article III, Division 6, M-1 Industrial District, of the Town Code - Town Planning Consultant Vonder Meulen File No.: 25-Z-03 Request: M-1 Text Amendment ORDINANCE NO.: 2025-004 AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 28 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ZONING;" BY SPECIFICALLY AMENDING ARTICLE III, DIVISION 6, ENTITLED "M-1 INDUSTRIAL DISTRICT;" AMENDING SEC. 28-211, ENTITLED "INTENT AND DEFINITIONS;" AMENDING SEC. 28-211.5, ENTITLED "PERMITTED USES;" AND AMENDING SEC. 28-218, ENTITLED "SPECIAL HOURS OF BUSINESS OPERATIONS;" PROVIDING FOR A TEXT AMENDMENT TO THE M-1 (INDUSTRIAL) ZONING DISTRICT TO ALLOW FOR CERTAIN LARGE RETAIL USES WITHIN THE DISTRICT; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - September 10, 2025
Prepared For:	Town Commission
Staff Contact:	
Dept/Group:	Planning and Zoning
Recommendation for Counsel to consider:	
Background Information:	This item seeks Town Council consideration of an ordinance amending Article III, Division 6 of the Pembroke Park Code of Ordinances, specifically Section 28-211 (Permitted Uses) and Section 28-218 (Special Hours of Business Operations), to allow for certain large retail uses within the M-1 Industrial Zoning District. The proposed amendment is intended to provide flexibility for specific large-scale retail operations that are compatible with the character and intent of the M-1 district, while also incorporating safeguards and operational hour limitations to minimize potential impacts to surrounding properties.

	On July 21, 2025, the Planning & Zoning Board met, and they moved forward with recommending that the Commission approve the ordinance.
Staff Recommendations:	Staff recommends approval of the proposed ordinance amendment.
Procurement:	
Financial Implications:	There is no financial impact.
Alternatives:	

ATTACHMENTS:

Ordinance 2025-004
DIVISION_6.___M_1_INDUSTRIAL_DISTRICT-Strikethrough Underline
2025-004 - Business Impact Statement

	Status:
Jacob Horowitz, Town Attorney	Approved - Sep 02 2025
David Lynch, Town Manager	Pending
Cynthia Garcia-Lima, Town Clerk	None

ORDINANCE NO. 2025-004

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 28 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ZONING;" BY SPECIFICALLY AMENDING ARTICLE III, DIVISION 6, ENTITLED "M-1 INDUSTRIAL DISTRICT;" AMENDING SEC. 28-211, ENTITLED "INTENT AND DEFINITIONS;" AMENDING SEC. 28-211.5, ENTITLED "PERMITTED USES;" AND AMENDING SEC. 28-218, ENTITLED "SPECIAL HOURS OF BUSINESS OPERATIONS;" PROVIDING FOR A TEXT AMENDMENT TO THE M-1 (INDUSTRIAL) ZONING DISTRICT TO ALLOW FOR CERTAIN LARGE RETAIL USES WITHIN THE DISTRICT; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Pembroke Park (the "Town") seeks to amend the M-1 Industrial Zoning District to allow for certain large retail uses within the District; and

WHEREAS, the Town's Planning Board, acting as the local planning agency, at its meeting of July 21, 2025, found that the proposed amendments to Chapter 28 of the Town's Code of Ordinances are consistent with the Town's Comprehensive Plan and the Planning Board recommended approval of these amendment to the Town Commission; and

WHEREAS, in accordance with Sec. 166.041, F.S., the Town Commission has considered the ordinance at duly noticed public hearings as required by Florida law; and,

WHEREAS, the Town Commission hereby finds that amending the Town's Code of Ordinances as set forth herein is in the best interest of the health, safety and welfare of the Town of Pembroke Park, Florida.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA:

Section 1. RECITALS ADOPTED. That each of the above-stated recitals is hereby adopted and confirmed.

Section 2. CHAPTER 2 OF TOWN CODE AMENDED. Article III, entitled "District Regulation," of Chapter 28 of the Town Code, entitled "Zoning," is hereby amended by specifically amending Section 28-211, entitled "Intent and Definitions," Section 28-211.5, entitled "Permitted Uses," and Section 28-218, entitled "Special Hours of Business Operation," as follows:

Sec. 28-211. - Intent and definitions.

The M-1 Industrial District is intended for industrial uses and certain large retail uses not in conflict with any ordinance of the Town regulating nuisances and for such uses not involving the use of materials, processes or machinery likely to cause undesirable effects upon neighboring or adjacent residential or business property. The M-1 Industrial District may directly abut a residential or business district and the activities allowed in an M-1 Industrial District are intended to be such as may be compatible with such neighboring districts under the requirements provided in this division to minimize conflict, and to preserve the M-1 Industrial Districts for its primary purpose, to wit: industrial development. Residential uses are not allowed therein.

For purposes of the regulations of the M-1 Industrial District "Residential" shall be deemed to include not only single-family residences but multifamily residential use and mobile home park use in addition thereto; furthermore, "residential zoning" shall also be deemed to include zoning classifications where single-family residences, multi-family residences, or mobile home park use is allowed.

For purposes of applying the regulations of the M-1 Industrial District in Sections 28-212, 28-213, 28-214, and the regulations of the M-1 Zoning District as applicable to non-conforming uses and structures, the word "expand" or "expansion" shall not be limited to an increase in land area, but shall also include an increase in building or structure envelope, an increase in off-street parking utilization, or an intensification to the use evidenced by improvements or alterations made to the site or building since the date the use became non-conforming (alterations and improvements made without permits from the last set of plans on file with the Town shall be conclusively presumed to have been

CODING: Words in ~~strike-through~~ type are deletions from existing law;
Words in underlined type are additions.

made after the date the use became non-conforming), or evidenced by a discernible increase in adverse secondary effects in terms of noise, vibration, objectionable odors, air or water pollution, light, traffic congestion, adverse impacts to public safety, or like adverse effects.

…

Sec. 28-211.5. - Permitted uses

Except as provided in Section 28-212 and Section 28-213, no building or structure, or part thereof, shall be erected, altered, occupied or used, or land or water area occupied or used, in whole or in part, in the M-1 Industrial District for other than one (1) or more of the following permitted uses:

…

(m) Retail uses with a minimum building square footage of 75,000 square feet as part of a unified development site with direct access to Hallandale Beach Boulevard. Such uses will require an allocation of commercial flexibility from the Town Commission concurrent with the site plan application. Retail uses approved under this section will not be subject to the special hours restrictions set forth in Section 28-218.

...

Sec. 28-218. - Special hours of business operation.

All uses in the M-1 Industrial District located within two hundred fifty (250) feet of any residentially zoned district may only operate during the following hours:

(a) Monday through Saturday: 7:00 a.m. to 7:00 p.m.; Sunday 9:00 a.m. to 4:00 p.m.

(b) Clerical, bookkeeping and related administrative activities and retail uses permitted by Section 28-211.5(m) are not subject to the hours of operation set forth in the preceding paragraph, and may be conducted at any time.

Section 3. It is the intention of the Town Commission of the Town of Pembroke Park that the provisions of 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

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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 4. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 5. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

Section 6. This Ordinance shall become effective immediately upon its passage and adoption.

(REMAINDER INTENTIONALLY LEFT BLANK)

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PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ON THE FIRST READING, THIS 21st DAY OF AUGUST, 2025.

PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS 10TH DAY OF SEPTEMBER, 2025.

ATTEST:

_____
MAYOR GEOFFREY JACOBS

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency:

_____
JACOB G. HOROWITZ
Town Attorney

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DIVISION 6. M-1 INDUSTRIAL DISTRICT[1]

[1]Editor's note(s)—Ord. No. 15-02-03, §§ 1—10, adopted February 11, 2015, amended division 6 in its entirety to read as herein set out. Former division 6, §§ 28-211—28-2119, pertained to similar subject matter. See Code Comparative Table for complete derivation.

Cross reference(s)—Licenses and business regulations, Ch. 15.

Sec. 28-211. Intent and definitions.

The M-1 Industrial District is intended for industrial uses and certain large retail uses not in conflict with any ordinance of the Town regulating nuisances and for such uses not involving the use of materials, processes or machinery likely to cause undesirable effects upon neighboring or adjacent residential or business property. The M-1 Industrial District may directly abut a residential or business district and the activities allowed in an M-1 Industrial District are intended to be such as may be compatible with such neighboring districts under the requirements provided in this division to minimize conflict, and to preserve the M-1 Industrial Districts for its primary purpose, to wit: industrial development. Residential uses are not allowed therein.

For purposes of the regulations of the M-1 Industrial District "Residential" shall be deemed to include not only single-family residences but multifamily residential use and mobile home park use in addition thereto; furthermore, "residential zoning" shall also be deemed to include zoning classifications where single-family residences, multi-family residences, or mobile home park use is allowed.

For purposes of applying the regulations of the M-1 Industrial District in Sections 28-212, 28-213, 28-214, and the regulations of the M-1 Zoning District as applicable to non-conforming uses and structures, the word "expand" or "expansion" shall not be limited to an increase in land area, but shall also include an increase in building or structure envelope, an increase in off-street parking utilization, or an intensification to the use evidenced by improvements or alterations made to the site or building since the date the use became non-conforming (alterations and improvements made without permits from the last set of plans on file with the Town shall be conclusively presumed to have been made after the date the use became non-conforming), or evidenced by a discernible increase in adverse secondary effects in terms of noise, vibration, objectionable odors, air or water pollution, light, traffic congestion, adverse impacts to public safety, or like adverse effects.

(Ord. No. 15-02-03, § 1, 2-11-15; Ord. No. 2022-002, § 1, 4-13-22)

Sec. 28-211.5. Permitted uses.

Except as provided in Section 28-212 and Section 28-213, no building or structure, or part thereof, shall be erected, altered, occupied or used, or land or water area occupied or used, in whole or in part, in the M-1 Industrial District for other than one (1) or more of the following permitted uses:

(a) Manufacture and distribution of:

Aerospace composites;

Apparel related products;

Assembled paper products;

Aviation technology;

Ceramics;

Computer components;

Cosmetics;

Electronic and electrical equipment, systems, components, instruments, and peripherals;

Finished wood products;

Food packaging and distribution;

Footwear;

Furniture and fixtures;

Image recognition devices;

Jewelry;

Leather products;

Machinery;

Manufacturing technology;

Medical equipment and supplies;

Musical instruments;

Optics;

Pharmaceuticals and medicines;

Robotics; and,

Transportation parts and equipment.

(b) Development or distribution of artificial intelligence or computer and telecommunications software.

(c) Medical and biomedical educational or scientific research, testing, or development facilities (not schools) or laboratories.

(d) Warehouse and storage buildings associated with manufacturing, assembly and distribution of goods and equipment, including self-storage facilities; provided however, that in addition to all other requirements of the Town, adequate areas are available for the storage of trucks used in the operation so that they are not parked in streets, driveways, automobile parking spaces or landscaped areas.

(e) Storage in bulk within warehouse and storage buildings of: brick, building materials, cement, clay products, concrete products, contractors' equipment, cotton, grain, gravel, hay, lead, plaster, pipe, lumber, machinery, roofing materials, rope, sand, stone, terra cotta, timber, wood or wool.

(f) The following service and trade establishments:

Bakery;

Boat repair;

Bookbinding;

Cheese making;

Cleaning and dyeing establishments;

Communication - information/data processing;

Cutting or blending of liquor;

Diaper service;

Drapery and blind fabrication and service;

Egg storage, handling or processing;

Electroplating;

Exterminating;

Food catering;

Glass and mirror shop;

Janitorial;

Laundry;

Linen supply;

Machinery repair;

Magazine wholesale agency;

Manufacture of powder blends, potting compounds and plastisols;

TV / Motion picture studio / recording studio;

Pattern making;

Plumbing or electrical shop;

Printing, publishing, lithography and engraving; and,

Buildings for telecommunications and utility operations (except communications towers which are regulated elsewhere under this Code).

(g) Employee-based offices that do not serve the general public including, but not limited to, the following use categories (subject to applicable restrictions on and limitations as may be provided in the Town's Comprehensive Plan):

Medical billing and processing;

Data processing;

Computer software development and technical support;

Mail order (no walk-up retail sales);

Burglar alarm monitoring services;

Pest control services;

Land surveying operations; and,

Property management or landscape maintenance services.

(h) Exercise and gym and sport training facilities that are noise controlled.

(i) The following repair and shop uses:

Awning and canvas;

Carpenter and cabinet;

Contractor shop;

Electronic equipment repair;

Furniture repair;

Home appliance repair;

Lawn mower and motorcycle repair;

Locksmith;

Sharpening and grinding;

Upholstering shop; and,

Automotive, truck, motorcycle or boat engine repair, maintenance or testing (no body work, frame repairs, or painting unless approved pursuant to Sec. 28-212 of this Code).

(j) Blacksmith and welding.

(k) Carpet and rug cleaning.

(l) Wholesale meat, poultry, and fish distribution.

(m) Retail uses with a minimum building square footage of 75,000 square feet as part of a unified development site with direct access to Hallandale Beach Boulevard. Such uses will require an allocation of commercial flexibility from the Town Commission concurrent with the site plan application. Retail uses approved under this section will not be subject to the special hours restrictions set forth in Section 28-218.

(Ord. No. 15-02-03, § 2, 2-11-15; Ord. No. 2022-002, § 2, 4-13-22)

Sec. 28-212. Uses requiring approval by special exception.

(a) Except as provided in subsection (c), the following uses may be allowed on property located within the M-1 Industrial District, provided such uses (and every subsequent change, alteration or expansion or relocation thereof) are approved by Special Permit as provided in subsection (b) below or by Special Exception in accordance with the provisions contained in Division 6 of this Chapter:

(1) Manufacture and/or storage of cement, lime, plaster, asphalt, brick, tile, concrete or products thereof;

(2) Packing plants or canning plants;

(3) Petroleum storage or transfer;

(4) Fabrication of Metal Products, excluding foundry and drop forging, but including stamping, dieing, shearing or punching;

(5) Paint or varnish manufacture;

(6) Open air storage in bulk of brick, building materials, butane, cement, clay products, concrete products, contractors' equipment, cotton, fuel, gasoline, grain, gravel, hay, lead, lime, plaster, pipe, lumber, machinery, propane, roofing materials, rope, sand, stone, terra cotta, timber, wood or wool;

(7) Use of automatic screw machines;

(8) Motor freight terminals;

(9) Manufacturing of chemicals which are not prohibited under the provisions of Section 28-219;

(10) Automobile, boat, motorcycle or truck body work, frame repairs or painting;

(11) Taxidermy;

(12) Any manufacturing or chemical process that regularly involves the use or storage of any one chemicals in quantities greater than fifty (50) gallons per day;

(13) Recovered Materials Processing Facilities which meet the conditions of F.S. § 403.7045 (1)(e) (2020), as amended (and which therefore are not solid waste management facilities), and which do not accept or process household waste or putrescible waste; and

(14) Uses and activities clearly accessory to a use allowed by Special Exception.

(b) The Town Commission may approve, or conditionally approve, by granting a Special Permit, any use (or a change, alteration, expansion, or relocation thereof) which is listed in this section, provided such use and the change, alteration or expansion or relocation thereof: takes place in a fully enclosed building, involves no more than five thousand (5,000) square feet of floor area, and is not reasonably likely to generate any material and detrimental increase in adverse secondary effects in terms of noise, vibration, objectionable odors, air or water pollution, light, traffic, traffic congestion, adverse impacts to public safety, or like adverse effects. The process and procedure applicable to Special Permits in the M-1 Industrial District is set forth in Section 28-214 of this Code, and this process and procedure is intended to be more expeditious than the process and procedure for granting Special Exceptions. Should the Town Commission determine not to grant a Special Permit under this subsection (b), or should the application does not meet the qualifying requirements of this subsection (b), a Special Exception shall be required in order to allow such use, or the alteration, expansion, or re-location thereof.

(c) Whenever the Town enacts an amendment to this section which makes or classifies certain previously permitted uses as being allowable in the M-1 Zoning District by Special Exception, then such uses may continue without obtaining a Special Permit or a Special Exception; however, they may not change their primary operation, alter, or expand without obtaining such approval.

(Ord. No. 15-02-03, § 3, 2-11-15; Ord. No. 2022-002, § 3, 4-13-22)

Sec. 28-213. Lawfully established nonconforming uses.

This Section creates special zoning regulations applicable to the M-1 Industrial District that supersede any other zoning regulations that determine the extent (e.g. in terms of size and intensity) to which non-conforming uses in the M-1 Industrial District may continue. Whenever the Town enacts an amendment to the M-1 Industrial District which classifies a use which was a permitted use or an allowable use by Special Exception immediately prior to the amendment as a prohibited use, then such use shall be considered a non conforming use, and such use may not change its primary operation, or alter or expand, unless such change, alteration, or expansion is authorized by an express provision of this District or approval authorized in this District. Nothing in this section shall prevent the Town from establishing or amending any occupation, business, industry, or activity regulatory ordinances which may impact how certain uses which are also from a zoning standpoint non-conforming uses in this District may continue to operate, or prevent the Town from adopting additional non-conforming use zoning regulations.

(a) Uses that were established and operating in accordance with the regulations of this District, regardless of whether such uses took place in buildings or on land, and which become listed as prohibited uses under the regulations of this District, may continue to operate as nonconforming uses, as provided in paragraphs (1), (2), or (3) below, as applicable.

(1) Uses that were operating in this District on or before February 11, 2015 and which became on or before February 11, 2015 listed as prohibited uses, shall be able to continue to operate under subsection (a) of this Section as non-conforming uses in the same manner they operated as of the date such uses became non-conforming (as distinguished from operations in excess of actual operations as of such date which may be allowed by federal, state, district or county law, regulations, or approvals). These uses shall not change, alter, or expand beyond the limit stated above.

(2) Any use that is listed in Section 28-212 of this Code as a use allowable by Special Exception or Special Permit immediately prior to becoming listed as a prohibited use under the regulations of this District sometime after February 12, 2015 shall be able to continue to operate under subsection (a) of this Section as a non-conforming use to the extent of the greater of (i) such use's last Special Permit or Special Exception issued by the Town Commission after February 12,

2015 and before the effective date of the Town Ordinance defining such use as a prohibited use, or (ii) in the same manner in which the use operated as of the effective date of the Town Ordinance defining such use as a prohibited use (as distinguished from operations in excess of actual operations as of such date which may be otherwise be allowed by federal, state, district or county law, regulations, or approvals). These uses shall not change, alter, or expand beyond the limit stated above.

(3) Any use that is listed in Section 28-211.5 of this Code as a permitted use immediately prior to being listed as a prohibited use under the regulations of this District sometime after February 12, 2015, shall be able to continue to operate under subsection (a) as a non-conforming use; however, these uses may be extended throughout any building in which they may be located, provided no structural alterations (except those required by law or ordinance, or ordered by an authorized officer to assure the safety of the building), are made therein. These uses shall not further change, alter, or expand beyond the limit stated above.

(Ord. No. 15-02-03, § 4, 2-11-15; Ord. No. 2022-002, § 4, 4-13-22)

Sec. 28-214. Applications for special permits.

(a) An application for a Special Permit for any use or change, alteration or expansion or relocation thereof which is allowed pursuant to the provisions of Sec. 28-212 (b) of this Code shall contain the following information: name and address of the applicant; legal description of the property upon which the activity is sought to be specially permitted; plans detailing the exterior and interior improvements and alterations intended in connection with the proposed activity, and when the application involves more than two thousand five hundred square feet (2,500 SF) of floor space (i) a report of a traffic engineer as to the daily number of trips generated by the proposed activity and off-street parking requirements needed for the proposed activity, and (ii) an impact analysis report by a Professional Engineer detailing any adverse effects of noise, light, odors, traffic, objectionable odor, air or water pollution, vibration, impacts to public safety, or other similar potential adverse effects associated with the application. The Town Planner may reasonably deviate from the requirements of the prior sentence, and may require additional or different submissions which relates to the criteria set forth herein and in Subsection Sec. 28-212 (b) of this Code (such as, for example, a flow sheet or process description indicating the process utilized and the method of such utilization, the compounds and chemicals utilized in such process, etc.).

(b) The applicant shall make application on forms provided by the Town and shall pay such application fee and pay all costs and expenses of the Town as may be applicable to such matters from time to time.

(c) The Town Commission shall hold a quasi-judicial public hearing on the application and shall give notice of such hearing by (i) publication on the Town's Website at least ten (10) days before the date of the hearing, and (ii) written notice in United States Mail to all owners of property as disclosed by the most recent ad valorem tax roll within three hundred (300) feet of the proposed use which is mailed at least ten (10) days before the date of the hearing.

(Ord. No. 15-02-03, § 5, 2-11-15; Ord. No. 2021-003, § 5, 3-10-21; Ord. No. 2022-002, § 5, 4-13-22)

Sec. 28-215. Restricted area of use.

(a) Any and all uses shall be performed in areas approved for said use, as provided by the Code of Ordinances of the Town of Pembroke Park, Florida. No disassembly, assembly, repair, fabrication, processing, work, or storage of products, raw materials, or inventory, shall be allowed in any designated parking area, roadway, driveway, pedestrian walkway or emergency vehicle access way. Except as may be otherwise prohibited by this Code, the storage of goods and products and inventory and equipment outdoors in areas other than a

driveway, pedestrian walkway, emergency vehicle access way, or required off-street parking area may be approved by the Town Commission; provided, the Commission determines that such area appropriately visually screened from view from the ground from adjacent property (in light of the site characteristics and utilization), and provided the Town Commission determines the material or equipment as so located and utilized does not create any adverse effects of noise, light, odors, traffic, objectionable odor, air or water pollution, vibration, impacts to public safety, or other similar potential adverse effects, or incompatibilities in terms of aesthetics with surrounding property.

(b) Off-street parking spaces shall be used for temporary parking of operable vehicles, and not for storage of operable vehicles (i.e. fleet vehicle parking) unless such storage areas have been approved by the Town Commission. Off-street parking spaces shall not be used for temporary parking or storage of in-operable vehicles or vehicles that do not have a current tag and registration.

(c) No automobile, truck, motorcycle or boat body work, repairs or painting shall take place or be allowed outside of a building. No automobile, truck, motorcycle or boat parts, tires, petroleum products, paints or other hazardous materials shall be stored outside of a building. All motor vehicle cleaning or detailing uses shall comply with the provisions listed in 28-187.1(c)(3) to collect, store and dispose of polluted water, solvents or other cleaning products.

(Ord. No. 15-02-03, § 6, 2-11-15; Ord. No. 2022-002, § 6, 4-13-22)

Sec. 28-216. Reserved.

Sec. 28-217. Separation standards.

(a) The following uses in the M-1 Industrial District are prohibited to be located within one hundred (100) feet of any residentially zoned district in the Town: automotive, truck, motorcycle or boat engine repair, maintenance or testing. For the purpose of this section this shall include any building used for such purpose.

(b) A Recovered Materials Processing Facility in the M-1 Industrial District shall be prohibited from being located within five hundred (500) feet of any residentially zoned district in the Town. This provision shall not be construed to discourage or prohibit individuals and business entities that are participating in recycling programs as part of their normal business operation, provided that the primary use of such individuals or business entities is not a Recovered Materials Processing Facility. For the purpose of this section this shall include any building, any outdoor area used for such purpose. Prior to February 11, 2015, the separation standard set forth in this subsection was three hundred (300) feet. As to any Recovered Materials Processing Facility that was established and operating in accordance with the regulations of this District prior to February 11, 2015, such Facility shall remain subject to the former three hundred (300) foot standard and shall not be considered non-conforming for not meeting the current, increased separation requirements of the first sentence of this subsection; however, should such Facility relocate from its current location, such relocation must comply with the increased separation standard set forth in the first sentence of this subsection.

(c) The following activities in the M-1 Industrial District are prohibited from being located within one hundred fifty (150) feet of any residentially zoned district in the Town: automobile, boat, motorcycle or truck body work, frame repairs or painting.

(d) Any use listed in this Section which violates the separation requirements of this section may continue in nonconforming status, but may not relocate from its current location unless it is relocated so as to comply with the applicable separation standard herein. If any use in non-conforming status under this Section is discontinued for a period of ninety (90) days or more, it shall lose such status, and shall thereafter be illegal in such location; provided however, that such use will not be considered discontinued if the discontinuance is

a result of natural or manmade disasters or calamity such as a wide spread epidemic, war, terrorism, or hurricane.

(Ord. No. 15-02-03, § 8, 2-11-15; Ord. No. 2022-002, § 7, 4-13-22)

Sec. 28-218. Special hours of business operation.

All uses in the M-1 Industrial District located within two hundred fifty (250) feet of any residentially zoned district may only operate during the following hours:

(a) Monday through Saturday: 7:00 a.m. to 7:00 p.m.; Sunday 9:00 a.m. to 4:00 p.m.

(b) Clerical, bookkeeping and related administrative activities and retail uses permitted by Section 28-211.5(m) are not subject to the hours of operation set forth in the preceding paragraph, and may be conducted at any time.

(Ord. No. 15-02-03, § 9, 2-11-15; Ord. No. 2022-002, § 9, 4-13-22)

Sec. 28-219. Prohibited uses.

The following uses shall be prohibited in the M-1 Industrial District:

(a) Manufacturing of cleaning, solvent, exterminating, or disinfecting chemicals, or other hazardous substances as defined by the National Fire Protection Association;

(b) Manufacture or storage of explosives;

(c) Petroleum products refining;

(d) Stock or slaughter yards;

(e) Rendering plant or glue works;

(f) Pulp mills, saw mills, or paper mills;

(g) Oil compounding, manufacturing, or barreling;

(h) Open air storage in bulk of asphalt, coal, grease, liquor, tar, tarred or creosoted products, or wine. This prohibition does not apply to storage of these materials in warehouses;

(i) Insecticide manufacturing;

(j) Storage, sale, salvage, transfer, or disposal of junk, scrap, or used parts where such items are not recyclable material or recovered materials as defined by Section 403.703, Florida Statutes;

(k) Except where otherwise listed in Section 28-211.5 or 28-212, the use of any material not environmentally neutral and which can cause noxious odors when emitted to the air;

(l) Manufacture or storage of explosives;

(m) Retail stores, sales or service unless specifically listed as a permitted use;

(n) Amusement enterprises;

(o) Sale or leasing of automobiles, trucks, boats, or recreational vehicles;

(p) Bars, cocktail lounges, or night clubs;

(q) Grocery store and meat markets;

(r) Fertilizer manufacturing (excluding mixing and packaging, and sale of in-bag inorganic fertilizer);

(s) Foundries;

(t) Rock and sand crushing plants;

(u) Tannery and slaughterhouse;

(v) Airport;

(w) Adult day care;

(x) Bus storage or repair facilities;

(y) Hospitals, sanitariums, orphanages and similar institutions for the care or treatment of persons;

(z) Hotels, motels, apartment hotels, rooming, boarding or lodging houses, except if granted commercial flex and approved by the Town Commission;

(aa) Institution for the housing of sick, indigent, aged or minor persons.

(bb) Residential uses including mobile homes and recreational vehicles, except for one accessory manager's / security quarters per complex not exceeding 400 square feet;

(cc) Pharmacies, drug treatment centers, pain centers or clinics;

(dd) Cultivation, growing, processing or distribution of medical or prescription drugs or substances;

(ee) Assembly uses for persons, including, but not limited to, convention and meeting centers, auditoriums, and convention centers;

(ff) Penal or correctional institutions, jails, detention centers, temporary or transitional housing or shelters, or treatment centers or facilities for disorders, addictions, or other health or social problems;

(gg) Solid waste management facilities as defined by State law; and

(hh) The following types of solid waste related uses and operations are prohibited anywhere within this District: landfills, incinerators, pulverizers, compactors, composters or composting, solid waste disposal facilities, hazardous waste facilities, hazardous waste management facilities, and transfer stations.

(Ord. No. 15-02-03, § 10, 2-11-15; Ord. No. 2022-002, § 10, 4-13-22)

Sec. 28-220. Height restrictions.

No building or structure in the M-1 Industrial District shall be constructed or altered whereby the finished building height exceeds eighty (80) feet. Notwithstanding the aforesaid height restriction in this section, the Town Commission may grant a special exception upon request of a property owner to permit construction or alteration of a building or structure with a finished building height of up to one hundred (100) feet.

(Ord. No. 17-10-03, § 3, 10-11-17)

Secs. 28-221—28-230. Reserved.

BUSINESS IMPACT ESTIMATE[1]

Summary of Proposed Ordinance and Statement of Public Purpose to be Served

The attached Ordinance proposes to amend the Town Code to update and clarify the permitted uses, development standards, and related provisions for the M-1 (Light Industrial) zoning district. The purpose of these amendments is to modernize the zoning language, ensure consistency with the Town's Comprehensive Plan, address outdated or ambiguous provisions, and better reflect current and anticipated business, industrial, and technological trends. This update is intended to promote orderly development, provide clear guidance to property owners and businesses, and encourage economic activity within the M-1 district while maintaining compatibility with surrounding areas.

Estimate of Direct Economic Impact on Private/For Profit Businesses

a. Estimate of Direct Business Compliance Costs:

The ordinance may have minimal compliance costs for businesses only if proposed uses or site improvements must be modified to conform to updated M-1 zoning requirements. Most existing, lawfully established uses will not be required to make changes unless they seek redevelopment or expansion.

b. New Charges/Fees on Businesses Impacted:
The ordinance does not impose new fees. Any development-related fees would remain those already established under existing Town ordinances.

c. Estimate of Regulatory Costs:

Potential minor regulatory costs may occur for businesses undertaking new construction, renovations, or changes of use, as they will be required to meet updated M-1 zoning standards. These are expected to be similar to current zoning compliance costs.

Good Faith Estimate of Number of Businesses Likely Impacted: The ordinance will apply to all properties within the M-1 zoning district. Existing businesses in compliance with current regulations are expected to have no immediate impact. Businesses proposing new projects or changes in use may be subject to updated standards.

Any Additional Information:

This Business Impact Estimate statement is provided as a courtesy. This Ordinance is exempt from the Business Impact Estimate statement requirements under Florida Law as an ordinance required for compliance with federal or state law or regulation under Section 166.041(4)(c)(1), Florida Statutes.

[1] Business Impact Estimate does not apply to the following:
1. Ordinances required for compliance with federal or state law or regulation;
2. Ordinances related to the issuance or refinancing of debt;
3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
4. Ordinances required to implement a contract/agreement;
5. Emergency ordinances;
6. Ordinances relating to procurement;
7. Ordinances enacted to implement the following:
    a. Part II of Chapter 163, F.S.;
    b. Sec. 190.005, F.S. and Sec. 190.046, F.S.;
    c. Sec. 553.73, F.S. (Fla. Building Code);
    d. Sec. 633.202, F.S. (Fla. Fire Prevention Code).



Agenda Item Report

Subject:	Discussion and possible action on Tax Abatement Referendum - Town Manager Lynch ORDINANCE NO. 2025-005 AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, SUBMITTING TO REFERENDUM AN ECONOMIC DEVELOPMENT INCENTIVE AD VALOREM TAX EXEMPTION; CREATING AN ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION PROGRAM FOR THE TOWN OF PEMBROKE PARK; PROVIDING FOR JURISDICTION; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR DEFINITIONS; ESTABLISHING AN APPLICATION PROCESS AND PROCEDURE; PROVIDING FOR ELIGIBILITY; PROVIDING FOR CONTINUATION AND REVOCATION OF THE PROGRAM; PROVIDING THAT THIS ORDINANCE, WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE TOWN OF PEMBROKE PARK ON THE NOVEMBER 3, 2026 ELECTION BALLOT AND IT SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR THE ADVERTISING OF THE REFERENDUM ELECTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - September 10, 2025
Prepared For:	Town Commission
Staff Contact:	David Lynch, Town Manager
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	In an effort to explore options for economic development and community investment, the Town Commission is considering the possibility of implementing a tax abatement program. Tax abatements are commonly used as an incentive tool to encourage property improvements, business retention and expansion, or to provide temporary relief to residents and property owners in targeted categories (such as seniors, veterans, or low-income households). Under state law, certain tax abatement programs may require voter approval via referendum. Placing this question on the ballot would allow residents to vote on whether they support granting the Town the authority to offer such abatements under clearly defined conditions.

	The purpose of this agenda item is to discuss the potential scope of the abatement program, its eligibility criteria, duration, and fiscal impacts, and to determine whether Commission wishes to proceed with drafting a referendum question for the upcoming election cycle.
Staff Recommendations:	
Procurement:	
Financial Implications:	To be determined based on the structure of the abatement program. Staff can provide fiscal modeling at a future meeting if Council opts to move forward with drafting the referendum.
Alternatives:	

ATTACHMENTS:

Ordinance 2025-005
2025-005 - Business Impact Statement - seoncd reading

	Status:
Jacob Horowitz, Town Attorney	Approved - Sep 02 2025
David Lynch, Town Manager	Pending
Cynthia Garcia-Lima, Town Clerk	None

ORDINANCE NO. 2025-005

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, SUBMITTING TO REFERENDUM AN ECONOMIC DEVELOPMENT INCENTIVE AD VALOREM TAX EXEMPTION; CREATING AN ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION PROGRAM FOR THE TOWN OF PEMBROKE PARK; PROVIDING FOR JURISDICTION; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR DEFINITIONS; ESTABLISHING AN APPLICATION PROCESS AND PROCEDURE; PROVIDING FOR ELIGIBILITY; PROVIDING FOR CONTINUATION AND REVOCATION OF THE PROGRAM; PROVIDING THAT THIS ORDINANCE, WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE TOWN OF PEMBROKE PARK ON THE NOVEMBER 3, 2026 ELECTION BALLOT AND IT SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR THE ADVERTISING OF THE REFERENDUM ELECTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Pembroke Park finds that new economic development within the Town is a benefit to both the residents and the businesses; and

WHEREAS, the Town Commission of the Town of Pembroke Park finds that substantial improvements to the existing businesses within the Town also provide tangible benefits to both the residents and the businesses; and

WHEREAS, Pursuant to Section 3, Article VII of Florida's Constitution and in accordance with Fla. Stat. § 196.1995, the Town Commission seeks to propose an ordinance providing for an economic development ad valorem tax exemption program; and

WHEREAS, after careful deliberation and the consideration of public input, the Town Commission wishes to put the proposed ordinance to the electors of the Town; and

WHEREAS, the Town Commission has held a public hearing in accordance with Florida law; and

WHEREAS, the Town Commission deems the proposed ordinance, as detailed herein, to

be in the best interests of the citizens and residents of the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2. Article 2 of Chapter 24, of the Pembroke Park Code of Ordinances titled "Taxation and Finance," is hereby amended to create Sections 24-17 through 24-28, as set forth in Exhibit "A," attached hereto

Section 3. The Ballot Title shall be as follows:

ECONCOMIC DEVELOPMENT INCENTIVE AD VALOREM TAX EXEMPTION

Section 4. At a Special Municipal Election on November 3, 2026s, the following question shall be placed on the ballot for consideration by the qualified electors of the Town of Pembroke Park, Florida, and shall read as follows:

> Shall the Town Commission of the Town of Pembroke Park be authorized to grant, pursuant to s. 3, Art. VII of the State Constitution, property tax exemptions to new businesses and expansions of existing businesses that are expected to create new, full-time jobs in the Town?
>
> YES ☐ NO ☐

Section 5. **Advertisement.** The Town Clerk of the Town of Pembroke Park is hereby authorized and directed to advertise the referendum election contemplated herein in accordance with the Code of Ordinances of the Town of Pembroke Park, Florida, as well as the State of Florida Election Code.

Section 6. **Codification.** It is the intention of the Town Commission of the Town of Pembroke Park that the provisions of 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 7. **Severability.** If any clause, section, or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Ordinance.

Section 8. **Conflicts.** All Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 9. **Effective Date.** This Ordinance shall take effect immediately upon its adoption.

PASSED AND ADOPTED on First Reading this _____ day of _____, 2025.

PASSED AND FINAL ADOPTION on Second Reading this __ day of _____, 2025.

_____
MAYOR GEOFFREY JACOBS

ATTEST:

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved As To Legal Form:

_____
JACOB G. HOROWITZ
Town Attorney

EXHIBIT "A"

Sec. 24-17. Economic Development Ad Valorem Tax Exemptions: Enactment and authority.

Pursuant to Section 3, Article VII, of the State Constitution and in accordance with F.S. § 196.1995, the Town is authorized and empowered to adopt, amend or revise and enforce an ordinance relating to economic development ad valorem tax exemptions, after the electors of the Town, voting on the question in a referendum, authorize the adoption of such ordinance.

Sec. 24-18. Jurisdiction.

This article shall be applicable in all areas of the Town of Pembroke Park where the Town is the taxing authority.

Sec. 24-19. Purpose and Intent.

The public health, safety, comfort, economy, order, convenience and general welfare require the harmonious, orderly and progressive development of new business and expansion of existing business in the Town of Pembroke Park. It is the intent of this article to secure or to ensure:

(1) The establishment of criteria for granting such exemptions to certain types of businesses or industries or for denying exemptions on a rational, nonarbitrary, nondiscriminatory basis by the Commission.

(2) No precedent shall be implied or inferred by the granting of an exemption to a new or expanding business. Applications for exemptions shall be considered by the Commission on a case-by-case basis for each application, after consideration of the property appraiser's report on that application.

(3) Any exemption granted shall apply up to 100 percent of the assessed value of all improvements to real property made by or for the use of a new business and all tangible personal property of such new business, or up to 100 percent of the assessed value of all added improvements to real property, which additions are made to facilitate the expansion of an existing business and of the net increase in all tangible personal property acquired to facilitate such expansion of an existing business.

(4) Any exemption shall be up to a full ten-year period from the time the exemption is granted.

(5) No exemption shall be granted on the land which new or expanded businesses are to be located.

(6) No exemption shall be granted on County, school or water management district taxes, on any special districts encompassing all or part of the Town or on taxes levied for payment of bonds or taxes authorized [by] a vote of the electors of the Town of Pembroke Park, pursuant to Sections 9 or 12, Article VII, of the State Constitution.

(7) No exemptions shall be granted for improvements to property or tangible personal property which have been previously included on the tax rolls.

(8) The ability to receive an exemption for the period granted shall be conditioned upon the applicant's ability to maintain the new business or the expansion of an existing business as defined by the conditions of this application throughout the entire exemption period. The applicant shall be required to submit a report on an annual basis to the Town evidencing satisfaction of this condition. In addition, any business granted an exemption shall furnish to the Town such information/report as the Town may reasonably deem necessary for the purpose of determining continuing performance by the business of the conditions stated in this article, the ordinance granting the exemption and the representations made in the application process.

Sec. 24-20. Definitions.

The following words, phrases and terms shall have the same meanings attributed to them in current Florida Statutes and the Florida Administrative Code, except where the context clearly indicates otherwise:

(1) *Applicant.* Any person, firm, partnership or corporation submitting an economic development ad valorem tax exemption application to the Commission.

(2) *Business.* Any activity engaged in by any person, firm, corporation or company with the object of private or public gain, benefit, or advantage, either direct or indirect.

(3) *Commission.* The Town Commission of the Town of Pembroke Park.

(4) *Department.* The Florida Department of Revenue.

(5) *Expansion of existing business.* As defined in F.S. § 196.012(15), as may be amended from time to time.

(6) *Improvements.* Physical changes made to raw land, and structures placed on or under the land surface. All personal property acquired to facilitate an expansion of an existing business provided that the personal property is added or increased on or after the day the ordinance is adopted. However, property acquired to replace existing property shall not be considered to facilitate a business' expansion.

(7) *New business.* As defined in F.S. § 196.012(14), as may be amended from time to time.

(8) *Retail operations.* A business engaged in a sale to a consumer or to any person of an item of tangible personal property for any purposes other than for resale.

(9) *Sales factor.* A fraction the numerator of which is the total sales of the taxpayer in this State during the taxable year or period and the denominator of which is the total sales of the taxpayer everywhere during the taxable year or period. (See F.S. § 220.15(5) for specifics of computation.)

(10) *Tangible personal property.* As defined in F.S. § 192.001(11)(d), as may be amended from time to time.

Sec. 24-21. Application for exemption.

(a) *Application.* Any eligible person, firm, partnership or corporation which desires an exemption shall file with the Commission a written application prescribed by the department (DR-418).

(b) *Required information.* The application shall request that the Commission adopt an ordinance granting the applicant the exemption and shall include, at a minimum, the following:

(1) The name and location of the new business or the expansion of an existing business;

(2) The name of the owner(s) of the new business or the expansion of an existing business;

(3) A legal description of the real property and a description of the improvements to the real property for which an exemption is requested and the date of intended or actual commencement of construction of such improvement;

(4) A description of the tangible personal property for which an exemption is requested and the dates when such property is to be purchased;

(5) Proof, to the satisfaction of the Commission, that the applicant meets the criteria for a new business or for an expansion of an existing business as defined in section 24-20 hereof;

(6) The following information:

a. The current number of full-time/equivalent (FTE) of the expanding business; the total number of FTE to be created and maintained by the new or expanding business, and the period (total number of years) needed to fill all of the new jobs;

b. The expected number of employees who will reside in the Town;

c. The average annual wage of the new jobs, identifying the average annual salary with executives' salaries included and with executives' salaries excluded;

d. The type of business;

e. The environmental impact of the business;

f. The current and anticipated volume (in dollars) of business or production, and the percentage of total product sales outside of the County;

g. Whether relocation or expansion would occur without the exemption;

h. The cost and demand for services;

i. The source of supplies (local or otherwise);

j. Whether the business will be/is located in a community redevelopment area and/or enterprise zone; and

k. The total length (number of years) of the exemption period being requested.

(7) Other information deemed necessary by the Commission.

(c) *Job creation and maintenance.* A business will be required to commence the creation of full-time jobs within the period of the exemption and to maintain any newly filled jobs for its facility in the Town at minimum through to the expiration of the exemption granted by the Commission.

(d) *Filing deadline.* The application shall be filed on or before March 1 of the year in which an exemption is requested.

(e) *Review.* Upon submittal of the application, the Town Manager or his designee shall review same and notify the applicant of any facial deficiencies.

Sec. 24-22. Procedure.

(a) Before the Commission acts on an application, it must be delivered to the Property Appraiser for review. After careful consideration, the Property Appraiser shall report to the Commission concerning the fiscal impact of granting exemptions. The Property Appraiser's report shall include the following:

(1) The total revenue available to the Town for the current fiscal year from ad valorem tax sources, or an estimate of such revenue if the actual total revenue available cannot be determined.

(2) The amount of revenue foregone by the Town for the current fiscal year because of economic development ad valorem tax exemptions previously granted, or an estimate of such revenue if the actual total revenue available cannot be determined.

(3) An estimate of the amount of revenue which would be foregone for the current fiscal year if the exemption is granted to the new or expanding business.

(4) A determination that the business for which an exemption is requested meets the definition of a new or expanding business as defined in F.S. § 196.012, or into neither, which determination the Property Appraiser shall also affix to the face of the application. Upon request, the Department will provide the Property Appraiser such information as it may have available to assist in making this determination.

(b) After consideration of the application and the report of the Property Appraiser, the Commission may choose to adopt an ordinance granting the tax exemption to a new or expanding business. The ordinance shall be adopted in the same manner as any other ordinance of the Town. The ordinance shall include the following information;

(1) The name and address of the new or expanding business.

(2) The amount of revenue available from ad valorem tax sources for the current fiscal year, revenue foregone for the current fiscal year because of economic development ad valorem tax exemptions currently in effect, and the amount of estimated revenue which would be foregone because of the exemption granted to the new or expanding business.

(3) The expiration date of the exemption. (Up to ten years from date of Commission adoption of the ordinance granting the exemption.)

(4) A finding that the business meets the definition of a new business or an expansion of an existing business.

(5) The Commission 's authority to revoke an exemption if the business no longer satisfies the criteria for the exemption.

(c) No exemption granted hereunder shall be effective until the business enters into an exemption agreement with the Town. The exemption agreement shall contain, at a minimum, the following:

(1) A clear acknowledgement by the business that the exemption shall continue to exist only for so long as the business continues to meet all exemption requirements.

(2) Such other matters required by the Town.

Sec. 24-23. Fees.

Fees charged to offset the cost of processing the economic development ad valorem tax exemption application or any exemption ordinance shall be adopted by the Commission by resolution.

Sec. 24-24. Eligible business.

When considering the issue of whether or not a business is an eligible business as defined herein, the Commission shall consider the anticipated number of employees, average wage, type of business, environmental impacts, volume of business or production or any other information relating to the issue of whether the proposed development in the Town of Pembroke Park prior to accepting the economic development ad valorem tax exemption application. The criteria for determining the length of an exemption and the percentage amount of an exemption may be adopted by the Commission by resolution. The criteria shall provide for incentives for businesses that employ Town of Pembroke Park residents who establish permanent domicile pursuant to Florida Statutes.

Sec. 24-25. Ineligible business.

Any business in violation of any federal, state, or local law or regulation is ineligible to receive an exemption. The Commission may use this criteria to deny a request for an exemption or to revoke an exemption previously granted. The Commission may, in its discretion, determine that a business is eligible notwithstanding that the business is in violation.

Sec. 24-26. Continuation of exemption.

Each new business or expansion of an existing business granted an exemption pursuant to this article, must comply with the following:

(a) Continue to meet all exemption requirements during the term of the exemption.

(b) No later than March 1 of each year during the term of the exemption, provide an annual report to the Town which shall certify and, if requested by the Town, contain satisfactory proof, that the new business or expansion of an existing business continues to meet all exemption requirements.

(c) Timely comply with all requirements of F.S. § 196.011, during the term of the exemption.

(d) Immediately notify the Town of any failure by the new business or expansion of an existing business to meet all exemption requirements.

Sec. 24-27. Revocation of exemption.

(a) Commission. Should any new business or expansion of an existing business fail to file the annual report with the Commission on or before March 1 of each year the exemption has been granted as required in section 24-26, or fail to continue to meet the definition of a new business or an expansion of an existing business, and/or fail to fulfill any other representation made to the Commission during the application process, including the creation and maintenance of the total number of new jobs identified by a business in the application, the Commission may adopt an ordinance revoking the ad valorem tax exemption.

(b) *Revocation.* The revocation of an ordinance may occur for a business that fails to fulfill its obligations as provided for under the ordinance granting the business an exemption after the expiration of this article. The effective date for revocation of the exemption will be identified in the ordinance.

(c) *Notification.* Upon revocation, the Commission shall immediately notify the Property Appraiser.

(d) *Recover taxes.* For any year that taxes may have been exempted and the Commission finds that the business was not entitled to the exemption, such taxes may be recovered; and the Property Appraiser will assist the Commission to recover any taxes exempted.

(e) *Property Appraiser.* Should any new business or expansion of an existing business fail to file the annual exemption renewal application with the Property Appraiser on or before March 1 of each year the exemption has been granted in accordance with F.S. § 196.011(1)(a), or fail to continue to meet the definition of a new business or an expansion of an existing business, the Property Appraiser may deny the exemption in accordance with F.S. § 196.193(5).

(f) *Reapply.* Nothing herein shall prohibit a business from reapplying for an ad valorem tax exemption pursuant to state law.

Sec. 24-28. Appeals.

The decision of the Commission not to grant an economic development ad valorem tax exemption to a particular business is subject only to judicial review pursuant to the Florida Rules of Appellate Procedure.

CODING: Words in ~~struck through~~ type are deletion from existing law; words in <u>underlined</u> type are additions

BUSINESS IMPACT ESTIMATE[1]

Summary of Proposed Ordinance and Statement of Public Purpose to be Served

The attached Ordinance proposes to amend the Town Code to authorize the Town to offer ad valorem tax abatements as an option in the future, subject to voter approval in accordance with Florida law. The current Town Code contains no provisions for tax abatement. This ordinance would not immediately grant any abatements; it would only establish the legal framework necessary should the Town elect to create such a program in the future. The purpose of this ordinance is to provide the Town with a potential economic development tool to encourage business investment, job creation, and redevelopment.

Estimate of Direct Economic Impact on Private/For Profit Businesses

a. Estimate of Direct Business Compliance Costs:

There are no direct compliance costs for businesses, as the ordinance does not impose new requirements, operational changes, or mandates.

b. New Charges/Fees on Businesses Impacted:
Not applicable. The ordinance does not impose any new charges, fees, or taxes on businesses.

c. Estimate of Regulatory Costs:

There are no new regulatory costs associated with this ordinance.

Good Faith Estimate of Number of Businesses Likely Impacted: No businesses will be directly impacted by adoption of the ordinance. However, if a tax abatement program is established in the future, qualifying businesses could experience reduced ad valorem tax liability.

Any Additional Information:

This Business Impact Estimate statement is provided as a courtesy. This Ordinance is exempt from the Business Impact Estimate statement requirements under Florida Law as an ordinance required for compliance with federal or state law or regulation under Section 166.041(4)(c)(1), Florida Statutes.

[1] Business Impact Estimate does not apply to the following:
1. Ordinances required for compliance with federal or state law or regulation;
2. Ordinances related to the issuance or refinancing of debt;
3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
4. Ordinances required to implement a contract/agreement;
5. Emergency ordinances;
6. Ordinances relating to procurement;
7. Ordinances enacted to implement the following:
    a. Part II of Chapter 163, F.S.;
    b. Sec. 190.005, F.S. and Sec. 190.046, F.S.;
    c. Sec. 553.73, F.S. (Fla. Building Code);
    d. Sec. 633.202, F.S. (Fla. Fire Prevention Code).



Agenda Item Report

Subject:	Consideration and approval of Ordinance Providing an adjustment to the Commission's compensation and Cost of Living Adjustment (COLA) - Town Manager Lynch ORDINANCE NO.: 2025-006 AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 2 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ADMINISTRATION;" BY SPECIFICALLY AMENDING ARTICLE II, DIVISION 2, ENTITLED "COMPENSATION;" AMENDING SEC. 2-21, ENTITLED "TOWN COMMISSION COMPENSATION;" PROVIDING FOR AN ADJUSTMENT TO THE COMMISSION'S COMPENSATION AND AN ANNUAL COST OF LIVING ADJUSTMENT IN ACCORDANCE WITH THE CONSUMER PRICE INDEX; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - September 10, 2025
Prepared For:	Town Commission
Staff Contact:	David Lynch, Town Manager
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	This item seeks Commission consideration and approval of an ordinance providing for an annual Cost of Living Adjustment (COLA) to the compensation of elected Commissioners, consistent with inflation and adjustments provided to other municipal employees. Commissioners currently receive a fixed annual compensation that has not been adjusted in several years. As inflation continues to impact the cost of living, many municipalities provide periodic COLA increases to elected officials in line with those offered to municipal staff, based on established indices such as the Consumer Price Index (CPI). This ordinance would authorize an annual COLA, to be applied at the beginning of each fiscal year, contingent on the availability of budgeted funds and aligned with the COLA provided to general employees.

Staff Recommendations:	
Procurement:	
Financial Implications:	The fiscal impact will vary annually depending on the approved COLA percentage and the number of sitting Commissioners. Funding will be included in the annual adopted budget.
Alternatives:	

ATTACHMENTS:

Ordinance No. 2025-006
2025-006- Business Impact Statement - First Reading

	Status:
Jacob Horowitz, Town Attorney	Approved - Sep 02 2025
David Lynch, Town Manager	Pending
Cynthia Garcia-Lima, Town Clerk	None

ORDINANCE NO. 2025-006

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 2 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "ADMINISTRATION;" BY SPECIFICALLY AMENDING ARTICLE II, DIVISION 2, ENTITLED "COMPENSATION;" AMENDING SEC. 2-21, ENTITLED "TOWN COMMISSION COMPENSATION;" PROVIDING FOR AN ADJUSTMENT TO THE COMMISSION'S COMPENSATION AND AN ANNUAL COST OF LIVING ADJUSTMENT IN ACCORDANCE WITH THE CONSUMER PRICE INDEX; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the position of Town Commissioner in the Town of Pembroke Park is akin to a full time job; and

WHEREAS, Section 2-21 of the Town of Pembroke Park Code of Ordinances establishes annual compensation for the Town Commission; and

WHEREAS, the Town Commission seeks to adjust the annual salary and provide for an annual cost of living adjustment for the Town's elected officials in accordance with the consumer price index; and

WHEREAS, the Town Commission finds that adjusting the commission's salary and providing a cost of living adjustment for the Town's elected officials is in the best interests of the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA:

Section 1. RECITALS ADOPTED. That each of the above-stated recitals is hereby adopted and confirmed.

Section 2. CHAPTER 2 OF TOWN CODE AMENDED. Article II, entitled "Town Commission," of Chapter 2 of the Town Code, entitled "Administration," is hereby amended by specifically amending Section 2-21, entitled "Town Commission Compensation," as follows:

Sec. 2-21. - Town Commission compensation.

(a) Each member of the Town Commission shall be paid an annual salary in the amount of seventy thousand dollars and 00/100 ($70,000.00). ~~fifty-two thousand dollars ($52,000.00)~~. This salary shall be adjusted annually at the commencement of each fiscal year based on the consumer price index for the Miami-Fort Lauderdale-West Palm Beach, FL metropolitan area.

(b) Payments shall be made to each member of the Town Commission in advance on the first day of each month.

Section 3. It is the intention of the Town Commission of the Town of Pembroke Park that the provisions of 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 4. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 5. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

CODING: Words in ~~strike-through~~ type are deletions from existing law;
Words in underlined type are additions.

Section 6. This Ordinance shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ON THE FIRST READING, THIS 10TH DAY OF SEPTEMBER, 2025.

PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS ___ DAY OF _____, 2025.

ATTEST:

_____
MAYOR GEOFFREY JACOBS

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency:

_____
JACOB G. HOROWITZ
Town Attorney

CODING: Words in ~~strike-through~~ type are deletions from existing law;
Words in underlined type are additions.

BUSINESS IMPACT ESTIMATE[1]

Summary of Proposed Ordinance and Statement of Public Purpose to be Served

The proposed Ordinance would provide for an annual Cost of Living Adjustment (COLA) to the compensation of the Commission. The COLA shall be calculated based on the Consumer Price Index (CPI) for the Miami-Fort Lauderdale-West Palm Beach area, or a comparable index if such is unavailable, and shall be applied at the start of each fiscal year. The adjustment shall be expressed as a percentage and applied to the current base compensation of each Commissioners which is also increasing based on the proposed ordinance.

Estimate of Direct Economic Impact on Private/For Profit Businesses

a. Estimate of Direct Business Compliance Costs:
There are no direct business compliance costs.

b. New Charges/Fees on Businesses Impacted:
Not applicable as there are no new charges being imposed on businesses.

c. Estimate of Regulatory Costs:

There are no new regulatory costs associated with this Ordinance.

Good Faith Estimate of Number of Businesses Likely Impacted: Not applicable.

Any Additional Information:

This Business Impact Estimate statement is provided as a courtesy. This Ordinance is exempt from the Business Impact Estimate statement requirements under Florida Law as an ordinance required for compliance with federal or state law or regulation under Section 166.041(4)(c)(1), Florida Statutes.

[1] Business Impact Estimate does not apply to the following:

1. Ordinances required for compliance with federal or state law or regulation;
2. Ordinances related to the issuance or refinancing of debt;
3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
4. Ordinances required to implement a contract/agreement;
5. Emergency ordinances;
6. Ordinances relating to procurement;
7. Ordinances enacted to implement the following:
    a. Part II of Chapter 163, F.S.;
    b. Sec. 190.005, F.S. and Sec. 190.046, F.S.;
    c. Sec. 553.73, F.S. (Fla. Building Code);
    d. Sec. 633.202, F.S. (Fla. Fire Prevention Code).



Agenda Item Report

Subject:	Consideration and approval of ordinance to authorize the Town Manager and Finance Director to be included as authorized signatories - Town Manager Lynch ORDINANCE NO.: 2025-007 AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 24 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "TAXATION AND FINANCE;" BY SPECIFICALLY AMENDING ARTICLE III, ENTITLED "FINANCE;" AMENDING SEC. 24-102, ENTITLED "DISBURSEMENT BY CHECK ONLY; AUTHORIZATIONS TO SIGN CHECKS; TRANSFER FUNDS;" PROVIDING FOR THE TOWN MANAGER AND THE TOWN FINANCE DIRECTOR TO BE INCLUDED AS AUTHORIZED SIGNATORIES FOR TOWN CHECKS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
Meeting Date:	Regular Commission Meeting - September 10, 2025
Prepared For:	Town Commission
Staff Contact:	David Lynch, Town Manager
Dept/Group:	Administrative
Recommendation for Counsel to consider:	
Background Information:	Currently, Section 24-102 of the Town Code provides for the disbursement of Town funds by check and designates authorized signatories for Town checks. In order to improve operational efficiency and ensure appropriate internal financial controls, it is necessary to update the list of authorized signatories. The proposed ordinance amends Section 24-102 to include the Town Manager and the Town Finance Director as authorized signatories for Town checks. This amendment aligns with best practices in municipal finance by ensuring that appropriate administrative officials have the authority to sign checks while maintaining accountability and proper oversight of Town disbursements.
Staff Recommendations:	Staff recommends that the Town Commission adopt the proposed ordinance on first reading and schedule it for second reading and adoption at a subsequent Town Commission meeting.
Procurement:	Not applicable

Financial Implications:	None. This ordinance does not create a financial impact but clarifies and strengthens financial procedures.
Alternatives:	

ATTACHMENTS:

Ordinance 2025-007
2025-007- Business Impact Statement - First Reading

	Status:
Jacob Horowitz, Town Attorney	Approved - Sep 02 2025
David Lynch, Town Manager	Pending
Cynthia Garcia-Lima, Town Clerk	None

ORDINANCE NO. 2025-007

AN ORDINANCE OF THE TOWN OF PEMBROKE PARK, FLORIDA, AMENDING CHAPTER 24 OF THE TOWN'S CODE OF ORDINANCES, ENTITLED "TAXATION AND FINANCE;" BY SPECIFICALLY AMENDING ARTICLE III, ENTITLED "FINANCE;" AMENDING SEC. 24-102, ENTITLED "DISBURSEMENT BY CHECK ONLY; AUTHORIZATIONS TO SIGN CHECKS; TRANSFER FUNDS;" PROVIDING FOR THE TOWN MANAGER AND THE TOWN FINANCE DIRECTOR TO BE INCLUDED AS AUTHORIZED SIGNATORIES FOR TOWN CHECKS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 24-102 of the Town's Code of Ordinances establishes the individuals authorized to sign checks on behalf of the Town; and

WHEREAS, the Town Commission seeks to authorize the Town Manager and the Town's Finance Director to serve as signatories for Town checks; and

WHEREAS, the Town Commission further seeks to prohibit the use of electronic signatures on Town checks without the expressed authorization of the individual whose name is being signed; and

WHEREAS, the Town Commission finds that authorizing the Town Manager and the Finance Director to serve as signatories for the issuance of checks is in the best interests of the citizens and residents of the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA:

Section 1. RECITALS ADOPTED. That each of the above-stated recitals is hereby adopted and confirmed.

Section 2. CHAPTER 2 OF TOWN CODE AMENDED. Article III, entitled "Finance," of Chapter 24 of the Town Code, entitled "Taxation and Finance," is hereby specifically amended as follows:

> **Sec. 24-102. - Disbursement by check only; authorizations to sign checks, transfer funds.**
>
> (a) All municipal funds and public monies shall only be disbursed by check, which check shall be signed by the Mayor or Vice-Mayor, and countersigned by the Clerk-Commissioner or acting Clerk-Commissioner. In addition to these enumerated members of the Town Commission, the Town Manager and the Finance Director shall be authorized to sign or countersign checks on behalf of the Town in the absence of the Town's elected officials.
>
> (b) The Town Manager, or his/her designee, at the direction of the Town Commission, shall be authorized to transfer funds from one authorized depository or fund to another authorized depository or fund in the process of investment or reinvestment of municipal funds or public monies, which transfer may be by wire transfer where applicable.

Section 3. It is the intention of the Town Commission of the Town of Pembroke Park that the provisions of 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 4. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 5. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

CODING: Words in ~~strike-through~~ type are deletions from existing law;
Words in underlined type are additions.

Section 6. This Ordinance shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ON THE FIRST READING, THIS 10TH DAY OF SEPTEMBER, 2025.

PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, ON THE SECOND AND FINAL READING, THIS ___ DAY OF _____, 2025.

ATTEST:

_____
MAYOR GEOFFREY JACOBS

_____
CYNTHIA GARCIA-LIMA
Town Clerk

Approved as to form and legal sufficiency:

_____
JACOB G. HOROWITZ
Town Attorney

CODING: Words in ~~strike-through~~ type are deletions from existing law;
Words in underlined type are additions.

BUSINESS IMPACT ESTIMATE[1]

Summary of Proposed Ordinance and Statement of Public Purpose to be Served

The proposed Ordinance amends Section 24-102 of the Town Code to designate the Town Manager and the Town Finance Director as additional authorized signatories for Town checks and fund transfers, in addition to existing authorized officials.

Estimate of Direct Economic Impact on Private/For Profit Businesses

a. Estimate of Direct Business Compliance Costs:
There are no direct business compliance costs.

b. New Charges/Fees on Businesses Impacted:
Not applicable as there are no new charges being imposed on businesses.

c. Estimate of Regulatory Costs:

There are no new regulatory costs associated with this Ordinance.

Good Faith Estimate of Number of Businesses Likely Impacted: Not applicable.

Any Additional Information:

This Business Impact Estimate statement is provided as a courtesy. This Ordinance is exempt from the Business Impact Estimate statement requirements under Florida Law as an ordinance required for compliance with federal or state law or regulation under Section 166.041(4)(c)(1), Florida Statutes.

[1] Business Impact Estimate does not apply to the following:

1. Ordinances required for compliance with federal or state law or regulation;
2. Ordinances related to the issuance or refinancing of debt;
3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
4. Ordinances required to implement a contract/agreement;
5. Emergency ordinances;
6. Ordinances relating to procurement;
7. Ordinances enacted to implement the following:
    a. Part II of Chapter 163, F.S.;
    b. Sec. 190.005, F.S. and Sec. 190.046, F.S.;
    c. Sec. 553.73, F.S. (Fla. Building Code);
    d. Sec. 633.202, F.S. (Fla. Fire Prevention Code).



Agenda Item Report

Subject:	Consideration and Approval of the Contract with All County Paving for Roadway and Facility Paving Improvements - Public Services Director Odoms
Meeting Date:	Regular Commission Meeting - September 10, 2025
Prepared For:	Town Commission
Staff Contact:	Jeff Odoms, Public Services Director
Dept/Group:	Public Works
Recommendation for Counsel to consider:	
Background Information:	The Town has identified several paving needs at the following locations: - SW 52nd Avenue – $42,586.15 - SW 36th Court & SW 48th Avenue – $29,926.15 - Carolina Street & SW 25th Street – $75,977.55 - South Park Road – $117,999.25 - Pembroke Park Town Hall – $9,997.00 The total of these projects is $276,486.10, rounded to a not-to-exceed amount of $276,500. A contract with the City of Hallandale Beach which was developed in 2023 by RFP, is being used as a piggyback opportunity. This contract was reviewed, vetted, and approved for use by the Town Attorney on August 27, 2025. Utilization of contracts through the piggyback process often allows for services to be obtained at better pricing due to the contract being initiated in prior years. Approval of this item will allow the Town to proceed with All County Paving to complete the listed projects under the piggyback agreement.
Staff Recommendations:	Staff recommends approving the contract with All County Paving for an amount not to exceed $276,500 to complete the outlined roadway and facility improvements.
Procurement:	Piggyback contract City of Hallandale Beach
Financial Implications:	Funding for this project will come from the Public Works budgeted

	capital improvement lines allocated for roadway rehabilitation and facility maintenance.
Alternatives:	

ATTACHMENTS:

Agenda Cover Memo
Piggyback Agreement_M&M Asphalt aka All County Paving
AGREEMENT Roadway Restoraion All County Paving ISR 1288 - signed
S Park Rd
Carolina St & SW 25th St
SW 36th Ct
Pembroke Park Town Hall
SW 52nd Ave

Town of Pembroke Park

Agenda Cover Memo

Meeting Date: September 10, 2025

Title: Approval of the Contract with All County Paving for Roadway and Facility Paving Improvements

Requested Action:

Staff requests that the Commission approve contracting All County Paving for roadway and facility paving improvements for an amount not to exceed $276,500, under the terms of the existing piggyback agreement.

Background/Justification:

The Town has identified several paving needs at the following locations:

- SW 52nd Avenue – $42,586.15

- SW 36th Court & SW 48th Avenue – $29,926.15

- Carolina Street & SW 25th Street – $75,977.55

- South Park Road – $117,999.25

- Pembroke Park Town Hall – $9,997.00

The total of these projects is $276,486.10, rounded to a not-to-exceed amount of $276,500.

A contract with the City of Hallandale Beach which was developed in 2023 by RFP, is being used as a piggyback opportunity. This contract was reviewed, vetted, and

approved for use by the Town Attorney on August 27, 2025. Utilization of contracts through the piggyback process often allows for services to be obtained at better pricing due to the contract being initiated in prior years.

Approval of this item will allow the Town to proceed with All County Paving to complete the listed projects under the piggyback agreement.

Fiscal Impact:

Funding for this project will come from the Public Works budgeted capital improvement lines allocated for roadway rehabilitation and facility maintenance.

Staff Recommendation:

Staff recommends approving the contract with All County Paving for an amount not to exceed $276,500 to complete the outlined roadway and facility improvements.

Prepared by:

Jeff Odoms
Director of Public Works / Utilities
Town of Pembroke Park

AGREEMENT

THIS IS AN AGREEMENT ("Agreement"), dated this ____ day of ____ 2025, by and between:

> **TOWN OF PEMBROKE PARK**, **FLORIDA**, a municipal corporation organized and operating pursuant to the laws of the State of Florida, with a business address of 3150 S.W. 52nd Avenue, Pembroke Park, Florida 33023, hereinafter referred to as "Town";
>
> and
>
> **M&M ASPHALT MAINTENANCE INC. DBA ALL COUNTY PAVING INC.**, a corporation authorized to do business in the State of Florida, with a principal address of 1180 S.W. 10th Street, Delray Beach, FL 33444, hereinafter "Contractor," who is authorized to do business in the State of Florida.

Town and Contractor may each be referred to herein as "party" or collectively as "parties".

WHEREAS, the Town desires to enter into this Agreement with Contractor to provide roadway restoration and repair; and

WHEREAS, the Town is authorized to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process; and

WHEREAS, the parties wish to incorporate the terms and conditions of the agreement entered into on or about January 23, 2024, between the Contractor and the City of Hallandale Beach (the "Agreement"), attached hereto as **Exhibit "A**," and incorporated herein; and

WHEREAS, the Parties agree to incorporate the provisions of this agreement into to **Exhibit "A"** as set forth herein; and

WHEREAS, Contractor has agreed to honor and extend the prices, terms, and conditions set forth in the Agreement to Town; and

WHEREAS, Town desires to retain the services of Contractor by "piggybacking" the terms and requirements set forth in **Exhibit "A"** and as modified herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 2. The prices, terms, and conditions set forth in **Exhibit "A"** shall govern the relationship between the Town and Contractor, except as amended below:

A. The Scope of Services to be performed under this Agreement shall be as set forth in **Exhibit "A**," except said services shall be performed in and for the Town.

B. This Agreement may be terminated at any time by the Town for convenience upon providing thirty days (30) notice to the Contractor. This agreement may also be terminated for cause at any time.

C. This Agreement shall be effective upon execution by both parties, and shall expire in accordance with the terms set forth in **Exhibit "A."**

D. The Contractor agrees at all times to indemnify, hold the Town harmless and, at the Town 's option, defend or pay for any attorney selected by the Town to defend the Town, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, losses, liabilities, expenditures or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the Town or any third party arising out of, or by reason of, or resulting from the Contractor's negligent acts, errors, or omissions.

E. Contractor shall provide Town with proof of insurance as required by **Exhibit "A"**. Contractor hereby confirms that the Town is named as an additional insured under the provisions of Contractor's insurance.

F. Contractor shall not commence performance under this Agreement unless and until the requirements for insurance have been fully met by Contractor and

appropriate evidence thereof, in the Town's sole discretion, has been provided to and approved by the Town.

G. All payments shall be governed by the Local Government Prompt Payment Act as provided under §§218.70-.80, Florida Statutes.

H. The term of this Agreement shall commence upon execution by both parties and shall terminate on September 30, 2028, subject to any renewals set forth in the Agreement.

Section 3. In all other respects, the terms and conditions of **Exhibit "A"** are hereby ratified and shall remain in full force and effect under this "piggybacking" arrangement, as provided by the terms of this Agreement. All recitals, representations, and warranties of Contractor made in **Exhibit "A"** are restated as if set forth fully herein, made for the benefit of the Town, and incorporated herein. In the event of any conflicts between this Agreement and Exhibit "A," this Agreement shall prevail, followed by Exhibit "A."

Section 4. Public Records.

A. Contractor shall comply with the Florida Public Records Act as follows:

1. Keep and maintain public records in the Contractor's possession or control in connection with the Contractor's performance under this Agreement that ordinarily and necessarily would be required by the Town in order to perform the service.

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

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.

4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of Contractor shall be delivered by Contractor to Town, at no cost to Town, within seven days. All records stored electronically by Contractor shall be delivered to Town in a format that is compatible with Town's information technology systems. Once the public records have been delivered to Town upon completion or termination of this Agreement, Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

5. Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Town.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN CLERK AT 954-966-4600, TOWNCLERK@TPPFL.GOV OR BY MAIL: 3150 SW 52nd AVENUE, PEMBROKE PARK, FL 33023.

Section 5. E-Verify. Contractor certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

A. **Definitions** for this Section:

1. "*Contractor*" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a contractor or consultant.

2. "*Subcontractor*" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

3. "*E-Verify system*" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

B. **Registration Requirement; Termination:** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

1. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

2. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town; and

3. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work

authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

Section 6. **Scrutinized Companies.**

A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

B. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Section 7. **Assignment.** Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

Section 8. **Notice.** Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For Town: Geoffrey Jacobs, Mayor
Town of Pembroke Park
3150 S.W. 52nd Avenue
Pembroke Park, FL 33023
gjacobs@tppfl.gov

Copy to: Goren, Cherof, Doody, and Ezrol, P.A.
3099 E. Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
jhorowitz@gorencherof.com

Contractor: Kenneth Goldberg, President
M&M Asphalt Maintenance Inc.
1180 S.W. 10th Street
Delray Beach, FL 33444

Section 9. **Severability**. This Agreement sets forth the entire agreement between Contractor and Town with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 10. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute under this Agreement shall be an appropriate court of competent jurisdiction in Broward County, Florida.

(REMAINDER INTENTIONALLY LEFT BLANK)

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

TOWN OF PEMBROKE PARK

BY: _____
GEOFFREY JACOBS
Mayor

APPROVED AS TO LEGAL FORM:

BY: _____
JACOB G. HOROWITZ
Town Attorney

M&M ASPHALT MAINTENANCE INC.

BY: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, by means of □ physical presence or □ online notarization, on this ____ day of _____, 2025, as _____ of _____, and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of _____, as _____ of _____ and who is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid this ____ day of _____, 2025.

_____
NOTARY PUBLIC

_____
Print or Type Name

My Commission Expires:

CONTRACT

THIS IS A CONTRACT, made and entered into this January day of 23rd, 2024, by and between The City of Hallandale Beach, hereinafter referred to as CITY and M&M Asphalt Maintenance Inc., D/B/A All County Paving, hereinafter referred to as the CONTRACTOR.

WITNESSETH, that the CONTRACTOR and the CITY, for considerations hereinafter name, agree as follows:

ARTICLE 1

SCOPE OF WORK

1.1 The CONTRACTOR hereby agrees to furnish all of the labor, materials, equipment and services necessary to perform all of the work described in the Bid Project including Drawings (Design Plans), Specifications and Addenda thereto for the project entitled:

The work to be provided is outlined and includes to BID # FY 2022-2023-019 ROADWAY RESTORATION AND REPAIR, which is hereby incorporated and made part of this Agreement by reference and Proposal submitted by CONTRACTOR, which is hereby incorporated and made part of this Agreement by reference.

At the December 20, 2023 City Commission Meeting the City Commission adopted Resolution # 23-161 awarded through BID # FY 2022-2023-019 ROADWAY RESTORATION AND REPAIR. The Contract value and per such Resolution # 23-161 shall not exceed $3,500,000. The contract value shall not exceed One Million Five Hundred Thousand dollars ($1,500,000) for the fiscal year starting 10-1-2023 and ending 9-30-2024, and Five Hundred Thousand dollars ($500,000) for up to 4 subsequent potential yearly contract extensions for Fiscal Years 2024-2025, 2025-2026, 2026-2027 and 2027-2028 subject to appropriation, satisfactory performance and timely completion of projects.

1.2 The CONTRACTOR and the City's Project Manager will develop a single list of items required to render complete, satisfactory, and acceptable construction services, if applicable.

The City's Project Manager will contact the CONTRACTOR with the list of required items for this project and will provide a timeline for the CONTRACTOR to respond. The delivery of the list of items for the

accomplishment of the construction project will be provided by the City's Project Manager to the CONTRACTOR within five (5) days of contract execution.

a) For contracts less than $10 million dollars the parties shall, within thirty (30) days of substantial completion, develop and deliver a list required for accomplishment of the Project. If the contract is more than $10 million dollars the parties shall accomplish same within sixty (60) days.
b) The final completion date under the Contract shall be extended at least thirty (30) days after the list is delivered in paragraph a above.

1.4 LOCAL CITY OF HALLANDALE BEACH VENDOR PREFERENCE (LVP)

Contractor has been granted LVP as per Proposal submitted Exhibit C. Contractor includes in the attached Exhibit C and identifies the vendors that are going to be utilized through the LVP participation and delineate for each the specific elements of work each local vendor will be responsible for performing and the dollar value of work as a percentage of the total contract value.

ARTICLE 2

CONTRACT TIME

2.1 The work to be performed under this Contract shall be commenced within 15 calendar days after the Project Initiation Date specified in the Notice to Proceed. The CITY shall instruct the CONTRACTOR to commence the work by written instructions in the form of a Notice to Proceed and a Purchase Order. These will not be issued until receipt of all required documents and after execution of the Contract by both parties. The receipt of all necessary permits by the CONTRACTOR is a condition precedent to the initiation of all work under this Contract.

CONTRACTOR is not in receipt of all necessary permits by the Project Initiation Date set forth in the Notice to Proceed, CONTRACTOR shall so notify CITY in writing immediately. CITY shall then have the option of issuing a revised Notice to Proceed.

2.2 Time is of the essence in this Contract. The work shall be substantial completed within the Fiscal Year of the Project Initiation Date specified in the Notice to Proceed, and completed and ready for final payment in accordance with Article 22 within the Fiscal Year from the Project Initiation Date specified in the Notice to Proceed.

2.3 Upon failure of the CONTRACTOR to substantially complete said Contract within the specified period of time (plus approved extensions, if

any) the CONTRACTOR shall pay to CITY the sum of Five Hundred Dollars ($500.00) for each calendar day after the time specified in paragraph 2.2 above (plus any approved extensions) for substantial completion. After substantial completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining work within the Contract Time or any approved extension thereof, the CONTRACTOR shall pay to the CITY the sum of Five Hundred Dollars ($500.00)for each calendar day after the time specified in paragraph 2.2. above (plus any approved extensions) for completion and readiness for final payment. These amounts are not penalties but liquidated damages to the CITY. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the CITY as a consequence of such delay, and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of the CONTRACTOR to complete the Contract on time.

2.4 The CITY is authorized to deduct liquidated damage amount from the monies due to CONTRACTOR for the work under this Contract, or as much thereof as the CITY may, at is own option, deem just and reasonable.

ARTICLE 3

THE CONTRACT SUM

3.1 Payments shall be made at the Contract unit prices or lump sum prices applicable to each integral part of the Contract. These prices shall be full compensation for all costs associated with completion of all work in full conformity with the requirements as stated or shown, or both, in the Bid Project.

3.2 The CITY reserves the right to add or delete work items from the project to meets its available budget.

3.3 In consideration of the work, labor, services and materials to be furnished by the CONTRACTOR, in accordance with the plans and specifications, the City agrees to pay to the CONTRACTOR, upon the completion and acceptance thereof by the City, or its duly authorized agent, the total Contract price of One Million Five Hundred Thousand dollars ($1,500,000) for the fiscal years starting 10-1-2023 and ending 9-30-2024, and Fifty Thousand dollars ($50,000) for up to 4 subsequent potential yearly contract extensions for Fiscal Years 2024-2025, 2025-2026, 2026-2027 and 2027-2028 subject to appropriation, satisfactory performance and timely completion of projects.

3.4 Sales and Use Taxes. The CITY is exempt from paying sales and use taxes on materials and equipment purchased for, and incorporated into the NAME OF PROJECT. As such, the CITY reserves the right to utilize a tax savings Direct Purchase Program (DPP) for direct purchases where possible and practical for this Project. The CITY shall make direct purchases of all materials and equipment purchased for, or to be incorporated into the Project, as requested by the Contractor and agreed upon by the CITY in the form of a change order. All direct purchases of materials and equipment shall be made by the City with funds specifically allocated for the construction of the Project. The Contractor shall notify the CITY no later than **10 calendar days** after request by City of the requested materials and equipment to be purchased by the CITY for the Project. The standard City of Hallandale Beach Terms and Conditions applicable to this program are included as Attachment A to this section. Each equipment supplier that will supply equipment under the Direct Purchase Program shall be obligated to meet the requirements of the City of Hallandale Beach Terms and Conditions and the Technical Specifications.

The CITY's Project Manager shall manage the sales tax savings earned by the DPP. The credits for the tax savings and payments made directly to the VENDOR under the DPP shall be deducted from the total contract amount awarded, through a deductive change order. The Project Manager shall instruct the Contractor as to the direct purchase process as further described in the special conditions below.

3.4.1 The Contractor shall: (a) compile Contractor's and any Subcontractors' itemized requirement for materials and equipment, including quantities, unit costs, manufacturers' or vendors' catalogue or order numbers, delivery instructions, and other specific terms and information that are required to order the specific materials and equipment, and terms and conditions to be imposed on suppliers regarding delivery and submittal time requirements, and quantities thereof required by Contractor or Subcontractors in accordance with the applicable requirements of the Construction Contract, from time to time, during the construction of the Project, as materials and equipment need to be ordered for the Project, and submit such compilation to the CITY's Construction Project Manager; (b) prepare a requisition for such materials and equipment on the CITY's form of requisition; and (c) deliver any such requisition to the CITY's Project Manager no less than thirty (30) days prior to the date the manufacturer or vendor of the materials or equipment, as the case may be, requires orders for such materials or equipment to be placed to assure delivery of such materials or equipment to the Site in accordance with the Project Schedule (the "Order Date"). The requisition shall identify the Order Date. Upon receipt of any such requisition the CITY's Project Manager shall forward same to the CITY. The CITY shall issue a Purchase Order directly to the vendor of the materials or equipment, prior to the Order Date (a Purchase Order). The CITY shall include with any such Purchase Order, a copy of the CITY's sales and use tax exemption certificate. The CITY shall make direct payment to the vendor from the CITY's account.

3.4.2 The Contractor, upon the delivery of any such materials or equipment, shall verify the conformity of such materials or equipment with the terms of the Purchase Order and the Contract Documents. If the Contractor determines that the materials and equipment are conforming, Contractor shall submit the invoice within twenty-four hours to City's Project Manager for approval. If the delivery of such materials or equipment is approved by the City's Project Manager, the CITY shall take title and possession of such material and equipment before such materials and equipment are incorporated into the Project. If the Contractor determines that the materials and equipment are non-conforming, the Contractor shall immediately notify the CITY in writing and the CITY shall reject such material and equipment.

3.4.3 The CITY shall assume all risk of loss on all materials and equipment purchased pursuant to its sales and use tax exemption, subject to the Provisions of Special Condition 3.4.4.

3.4.4 The Contractor shall be fully responsible for all matters relating to the receipt of materials and equipment furnished by the CITY in accordance with this Special Condition, including, but not limited to, the responsibility for verifying correct quantities, verifying documents or orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the materials and equipment at the time of delivery, and loss or damage to materials and equipment following acceptance of items due to the negligence of such Contractor or any Subcontractors. The Contractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by such Contractor for the particular materials furnished. The Contractor shall provide or arrange for all services required for the unloading, handling and storage of such materials and equipment through installation.

3.4.5 The Contractor shall visually inspect all shipments from material and equipment vendors purchased directly by the CITY in accordance with this Special Condition (the "CITY Furnished Materials") and approve the vendors' invoices for materials or equipment delivered, as CITY-Furnished Materials are furnished to the Site in accordance with this Special Condition. The Contractor shall assure that each delivery of CITY Furnished Materials is accomplished by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the vendor conforming to the Purchase Order, together with such additional information as the CITY may require. The Contractor shall deliver to the CITY's Project Manager all invoices for materials and equipment upon verification by such Contractor that the materials and equipment conform exactly to the Contract Documents and the Purchase Order. Upon receipt of any invoice for CITY Furnished

Materials, the CITY's Project Manager shall verify the conformity of such City Furnished Materials and if conforming approve such City Furnished Materials. Upon approval the CITY's Project Manager shall deliver such invoice to the City for direct payment to the vendor.

3.4.6 The Contractor shall inspect all CITY Furnished Materials to determine that such CITY Furnished Materials conform to the Contract Documents, including the Drawings and the Specifications, and to determine prior to incorporation into the Work whether any such CITY Furnished Materials are patently defective, and whether such CITY Furnished Materials are identical to the materials ordered and match the description of the bill of lading and the Purchase Order. If Contractor discovers defective or non-conforming CITY Furnished Materials upon such visual inspection, Contractor shall: (a) not recommend acceptance of such non-conforming materials and equipment, (b) not utilize such non-conforming or defective materials in the Work; (c) not allow Subcontractor to utilize such non-conforming or defective materials in the Work; and (d) **promptly** notify the CITY's Project Manager, in writing, of the defective or non-conforming condition so that repair or replacement of those CITY Furnished Materials can occur without any undue delay or interruption to the Project. In the event that such Contractor fails to perform such inspection or otherwise incorporates into the Work such defective or non-conforming CITY Furnished Materials, the Contractor shall be responsible for the repair and replacement of defective or non-conforming materials, at its sole cost and expense.

3.4.7 The Contractor shall maintain records of all CITY Furnished Materials incorporated into the Work from the stock of CITY Furnished Materials. The Contractor shall account monthly to the CITY's Project Manager and CITY for any CITY Furnished Materials delivered to the Site, indicating which CITY Furnished Materials have been incorporated into the Work.

3.4.8 The Contractor shall be responsible for obtaining and managing all warranties and guarantees for all CITY Furnished Materials. All repair, maintenance or damage-repair calls shall be forwarded by the CITY or the Contractor to the Contractor for resolution with the appropriate vendor, or Subcontractor.

3.4.9 After the CITY takes possession of the CITY Furnished Materials at the Site, possession of the CITY's Furnished Materials shall immediately and automatically transfer to the Contractor without notice. The transfer of possession of CITY Furnished Materials from the CITY to the Contractor shall constitute a bailment for the mutual benefit of the CITY and such Contractor. The CITY shall be considered the bailor and such Contractor the bailee of the CITY Furnished Materials. CITY Furnished Materials shall be considered returned to the CITY for purposes of their bailment at such

time as they are incorporated into the Project or consumed in the process of completing the Project.

3.4.10 The Contractor shall purchase and maintain builder's risk insurance, naming the CITY as an additional insured, sufficient to protect against loss of or damage to CITY Furnished Materials. Such insurance shall be in the amount stated elsewhere in the Contract and shall cover the full value of any CITY Furnished Materials between the time the CITY first takes title to and possession of any of such CITY Furnished Materials until final completion of the Work.

3.4.11 The CITY shall not be liable for any interruption or delay damages in the Project by virtue of ordering the CITY Furnished Materials, for any defects or other problems with the Project by virtue of ordering the CITY Furnished Materials, or for any extra costs resulting from any delay in the delivery of, or defects in, the CITY Furnished Materials.

3.4.12 The Contractor, on a monthly basis, shall review invoices submitted by all vendors of CITY Furnished Materials delivered to the Site during the prior month and either concur or object to the CITY's Issuance of payment to the vendors, based upon such contractor's records of materials delivered to the Site and whether any of the CITY Furnished Materials for which payment has not been made were either non-conforming or defective.

3.4.13 In order to arrange for the prompt payment to the vendor, the Contractor shall provide to the CITY's Project Manager a list of the acceptance of the goods or materials within fifteen (15) days of receipt of said goods or materials. Accompanying the list shall be a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the CITY. Upon receipt of the appropriate documentation, the CITY shall prepare a check payable to the vendor based upon the receipt of data provided. This check will be released, delivered and remitted directly to the vendor. The Contractor shall assist the CITY to immediately obtain partial or final release of waivers as appropriate. The CITY shall not make any payment without the appropriate Contractor's concurrence and approval, which shall be delivered to the CITY by the CITY's Project Manager. Furthermore, the CITY shall not make any payment without the appropriate CITY's Project Manager concurrence and approval. There shall be no retention on CITY Furnished Materials against either the vendor, the Contractor(s) or the Subcontractor(s).

3.4.14 The Contractor may, in its reasonable discretion, require certain material and equipment vendors to provide a supply bond in the amount of one-hundred percent (100%) of the Purchase Order price. The supply bond, if

required, shall be issued by a qualified surety company authorized to do business in the State of Florida and acceptable to the CITY. If the supply bond is required, the costs thereof will be added to the amount of the Purchase Order. The Contractor shall verify that a vendor can furnish a supply bond. All bonds will name the CITY and the Contractor as additional obliges. To the extent that materials and equipment are purchased pursuant to the CITY's sales and use tax exemption, the Contractor shall reduce the Contract Amount for direct purchases by the CITY.

ARTICLE 4

INDEMNIFICATION

4.1 CONTRACTOR agrees to indemnify, save harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, their officers, agents, servants and employees against any and all claims, losses, liabilities and expenditures of any kind, including attorney's fees, court costs, and other expenses, caused by negligent act or omission of CONTRACTOR, any sub-contractors, their employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature, whatsoever, resulting from injuries or damages sustained by any person or property. CONTRACTOR further agrees to indemnify and save harmless the CITY, their officers, agents and employees, for or on account of any injuries or damages received or sustained by any person or persons resulting from any construction defects, including latent defects. Neither the CONTRACTOR nor any of its sub-contractors will be liable under this section for damages arising out of intentional torts of CITY or their officers, agents or employees. In the event that any action or proceeding is brought against CITY by reason of any such claim or demand, CONTRACTOR, upon written notice from CITY, shall defend such action or proceeding.

CONTRACTOR shall require all of the subcontractors working for it to provide the aforementioned indemnification in all contracts and subcontracts entered into and arising out of work performed by CONTRACTOR in connection with the Project.

4.2 To the extent considered necessary by the City Attorney, any sums due to CONTRACTOR under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

4.3 In the event that any action or proceeding is brought by CONTRACTOR against CITY, CONTRACTOR hereby waives the right to a jury trial. The provisions of this Article shall survive the expiration or early termination of this Agreement.

4.4 Contractor acknowledges that it has received adequate consideration concerning the monetary limitation on the indemnification provided to City, which, shall not be less than $1 million per occurrence.

4.5 To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify and hold-harmless the City, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the professional negligence, error or omission of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in performance of the Agreement.

4.6 To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify and hold-harmless the City, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the recklessness or intentionally wrongful conduct, of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in performance of the Agreement.

4.7 Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the City pursuant to Section 768.28 Florida Statutes.

ARTICLE 5

INSURANCE REQUIREMENTS

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations *assumed* by Contractor under any resulting contract.

Commercial General Liability Contractor agrees to maintain Commercial General Liability at a limit of liability not less than **$1,000,000** Each Occurrence, **$2,000,000** Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Business Automobile Liability Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Worker's Compensation Insurance & Employers Liability Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440.

Additional Insured Contractor **agrees to** endorse City as an Additional Insured with a CG 2026 07 04 Additional Insured – Designated Person or Organization endorsement or CG 2010 19 01 Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or Organization or CG 2010 07 04 Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or organization in combination with CO 2037 07 04 Additional Insured - Owners. Lessees Contractors- Completed Operations, or similar endorsements, to the Commercial General Liability. The Additional Insured shall read "City of Hallandale Beach."

Waiver of Subrogation Contractor agrees by entering into this contract to *a Waiver* of Subrogation for each required policy herein. When required by the insurer or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify *the* insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance Contractor agrees to provide City a Certificate(s) of Insurance evidencing that all coverages, limits, and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty **(30)** day endeavor to notify due to cancellation or non-renewal coverage. The Certificate Holder address shall read:

City of Hallandale Beach
Risk Manager
400 South Federal Highway
Halladale Beach, FL 33009

Umbrella or Excess Liability. Contractor may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse City as an "Additional Insured" on the Umbrella or Excess Liability unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Right to Revise or Reject City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages, and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

5.2 If the initial insurance expires prior to the completion of the work, renewal copies of policies shall be furnished 30 days prior to the date of their expiration.

5.3 Notice of Cancellation and/or Restriction - The policy(ies) must be endorsed to provide the City of Hallandale Beach with 30 days notice of cancellation and/or restriction.

5.4 The CONTRACTOR shall furnish to the CITY ENGINEER and the City's Project Manager Certificates of Insurance or endorsements evidencing the insurance coverage specified above within 15 days after notification of award. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract. The Certificate of Insurance shall be in form similar to and contain the information set forth.

5.5 The official title of the owner is the "City of Hallandale Beach." This official title shall be used in all insurance documentation.

ARTICLE 6

WEATHER

6.1 No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last ten years of weather data as recorded by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration at the Fort Lauderdale Weather Station.

6.2 No more than one day of time extension shall be granted for each day the precipitation, in inches exceeds one (1) inch at the Weather Station, and only when fifty percent or more of the scheduled construction work force cannot work due occurrence of such precipitation on the day claimed.

ARTICLE 7

HURRICANE PRECAUTIONS

7.1 During such periods of time as are designated by the United States Weather Bureau as being a hurricane warning or alert, the CONTRACTOR, at no

cost to the CITY, shall take all precautions necessary to secure the Project site in response to all threatened storm events, regardless of whether the CITY or CITY ENGINEER has given notice of same.

7.2 Compliance with any specific hurricane warning or alert precautions will not constitute additional work.

7.3 The contractor acknowledges that threatened tropical storm activity is normal in Broward County and the mere possibility that a warning or watch might be declared is not a basis for compensable or non-compensable extension of time. Tropical Storm Watches and Warnings will not automatically result in a compensable extension of time.

ARTICLE 8

PERMITS, LICENSES AND IMPACT FEES

8.1 Except as otherwise provided within the Supplemental Conditions, all permits and licenses required by federal, state, local or county laws, rules and regulations necessary for the execution of the work undertaken by the CONTRACTOR pursuant to this Contract shall be secured and paid by the CONTRACTOR. It is the CONTRACTOR'S responsibility to determine that all zoning requirements have been met prior to obtaining any permits or licenses. It is the CONTRACTOR'S responsibility to have and maintain appropriate Certificate(s) of Competency, valid for the type of work to be performed and for the jurisdiction in which the work is to be completed.

8.2. Impact fees levied by any municipality shall be paid by the CONTRACTOR. CONTRACTOR shall be reimbursed only for the actual amount of the impact fee levied by the municipality as evidenced by an invoice or other acceptable documentation issued by the municipality. Reimbursement to the CONTRACTOR in no event shall include profit or overhead of the CONTRACTOR.

8.3 Necessity of complying with permit requirements. CONTRACTOR and the City agree that the failure of the Agreement to address a particular permit, condition, fee, term or restriction, shall not relieve CONTRACTOR of the necessity of complying with the law governing said permitting requirements, conditions, fee, terms and restrictions.

ARTICLE 9

DESIGN PLANS AND WORKING DRAWINGS

9.1 The Bid Project includes drawings (design plans) and specifications. The CITY, through the CITY ENGINEER, shall have the right to modify the details of these drawings (design plans) and specifications, to supplement said design plans and additional design plans, drawings or additional information as the work proceeds, all of which shall be considered as part of the Bid Project. In case of disagreement between the written and graphic portions of the Bid Project, the written portion shall govern.

ARTICLE 10

"OR EQUAL" CLAUSE:

10.1 Whenever a material, article or piece of equipment is identified in the Bid Project including drawings (design plans) and specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, or otherwise, it is intended merely to establish a standard; and, unless it is followed by words indicating that no substitution is permitted because of form fit function and quality. Any material, article, or equipment of other manufacturers and vendors which will perform or serve the requirements of the general design will be considered equally acceptable provided the materials, article or equipment so proposed is, in the opinion of the CITY, equal in substance, quality and function.

10.2 The CITY ENGINEER will be the sole judge of acceptability, and no substitute will be ordered, installed or used without the CITY ENGINEER'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. CITY may require CONTRACTOR to furnish at CONTRACTOR'S expense a special performance bond or other Surety with respect to any substitute.

ARTICLE 11

DEFECTIVE WORK

11.1 The CITY ENGINEER shall have the authority to reject or disapprove work which he finds to be defective. The CONTRACTOR shall promptly either, as directed, correct all defective work or remove it from the site and replace it with nondefective work. CONTRACTOR shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

11.2 If, within one year after substantial completion or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any of the work is found to be defective or not in accordance with the Contract Documents, the CONTRACTOR shall correct it promptly without cost to the CITY, after receipt of written notice from the CITY to do so. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which the CONTRACTOR might have under the Contract Documents.

11.3 Should the CONTRACTOR fail or refuse to remove or correct any defective work performed or to make any necessary repairs in an acceptable manner, and in accordance with the requirements of the Contract with the time indicated in writing, the CITY shall have the authority to cause the unacceptable or defective work to be removed or renewed, or make such repairs as may be necessary to be made at the CONTRACTOR'S expense. Any expense incurred by the CITY in which the CONTRACTOR has failed or refused to make shall be paid for out of any monies due or which may become due to the CONTRACTOR, or may be charged against the Performance and Payment Bond. Continue failure or refusal on the part of the CONTRACTOR to make any or all necessary repairs promptly, fully, and to declare the Contract forfeited, in which case the CITY at its option, may purchase materials, tools, and equipment and employ labor or may contract with other individual, firm or corporation, or may proceed with its own forces to perform the work. All costs and expenses incurred thereby shall be charged against the defaulting CONTRACTOR and the amount thereof deducted from any monies due, or which may become due to him, or shall be charged against the Performance and Payment Bond. Any special work performed, as described herein, shall not relieve the CONTRACTOR in any way from his responsibility for the work performed by him.

11.4 Failure to reject any defective work or material shall not in any way prevent later rejection when such defect is discovered, or obligate the CITY to final acceptance.

ARTICLE 12

SUBCONTRACTS

12.1 The CONTRACTOR shall, within 15 calendar days after the signing of the Contract, notify the CITY in writing of the names of Subcontractors proposed for the work. Such Subcontractor must be in compliance with the provisions of Chapter 9 of the Broward County Code of Ordinances and/or state law as it relates to Certificates of Competency. The

CONTRACTOR shall have a continuing obligation to notify the CITY of any change in Subcontractors.

12.2 CONTRACTOR shall not employ any Subcontractor against whom CITY may have a reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor against whom CONTRACTOR has a reasonable objection.

12.3 The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons directly or indirectly employed by his Subcontractors and of persons for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between any subcontractor and the CITY or any obligation on the part of the CITY to pay or to see the payment of any monies due any Subcontractor. The CITY may furnish to any Subcontractor evidence of amounts paid to the CONTRACTOR on account of specific work performed.

12.4 The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the CITY.

ARTICLE 13

SEPARATE CONTRACTS

13.1 The CITY reserves the right to let other Contracts in connection with this work. The CONTRACTOR shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate this work with theirs.

13.2 If any part of the CONTRACTOR'S work depends for proper execution or results upon the work of any other contractor, the CONTRACTOR shall inspect and promptly report to the CITY ENGINEER any defects in such work that render it unsuitable for such proper execution and results. CONTRACTOR'S failure to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of his work, except as to defects which may develop in other contractor's work after the execution of his work.

13.3 The CONTRACTOR shall conduct his operations so as to create no interference or impact on any other contractor on the site. Should such interference or impact occur, the CONTRACTOR shall be liable to the affected contractor for the cost of such interference or impact.

13.4 To ensure the proper execution of his subsequent work, the CONTRACTOR shall inspect the work already in place and shall at once report to the CITY ENGINEER any discrepancy between the executed work and the requirements of the Bid Project.

ARTICLE 14

DAMAGE TO EXISTING FACILITIES, EQUIPMENT OR UTILITIES

14.1 CONTRACTOR shall have full responsibility for reviewing and checking such information and data, for locating all underground facilities shown or indicated in the Contract Documents, for coordination of the work with the owners of such underground facilities during construction, for the safety and protection thereof and for repairing any damage thereto resulting from the work, the cost of all of which will be considered as having been included in the Contract price.

14.2 During construction of buildings and/or during improvements, CONTRACTOR covenants and agrees that it shall safely maintain the site of construction activities and protect against damage to persons and property by reason of construction activities and will provide adequate security during non-construction periods. In the case of damage or loss to the building and/or improvements constructed on the property by CONTRACTOR in accordance with this Agreement, CONTRACTOR shall, as soon as possible after the occurrence of such loss or damage, repair or rebuild the buildings and/or improvements in such manner that the buildings and/or improvements after such repairing or rebuilding shall be of the same general character as set forth in this Agreement and the approved Scope of Work and at least equal in value to the buildings and improvements prior to such loss or damage. Such repairs shall begin within ninety (90) calendar days after such occurrence or if rebuilding is required, such rebuilding shall be begun within one hundred eighty (180) calendar days after such occurrence and in either case shall be completed in a reasonable time, subject to extension for Permitted Delays; provided insurance funds are made available to CONTRACTOR for such repair or rebuilding, in which event CONTRACTOR shall commence repairs or rebuilding within one hundred eighty (180) days from the date of occurrence. CONTRACTOR shall have the reasonable right to extend the time period for rebuilding in the event of a major catastrophic event (similar in scope and widespread damage to Hurricane Andrew) which would reasonably affect the ability to secure insurance proceeds, labor, public services, and other required elements to reasonably begin said rebuilding. CONTRACTOR shall pay for all such repairing and rebuilding so that the property and the buildings and

improvements shall be free and clear of all liens of mechanics and materials and similar liens arising out of such repair, rebuilding or reconstruction of the buildings and improvements.

ARTICLE 15

MONITORING REPORTS

15.1 CONTRACTOR shall provide the City, in a format reasonably acceptable to the City and CONTRACTOR, information, data and reports to be used by the City in monitoring CONTRACTOR'S performance in carrying out the Project.

ARTICLE 16

CHANGE OF CONTRACT TIME

16.1 The "Contract Time" may only be changed by a Change Order. Any claim for an extension of the "Contract Time" shall be based on written notice delivered by the party making the claim to the CITY ENGINEER and the City's Project Manager within 7 calendar days of the beginning of the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within 15 days after the end of such occurrence (unless the CITY allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the "Contract Time" shall be determined by the CITY ENGINEER in accordance with paragraph 16.2, if CITY and CONTRACTOR cannot otherwise agree. No claim for an adjustment in the "Contract Time" will be valid if not submitted in accordance with the requirements of this paragraph.

16.2 The CITY ENGINEER and/or City's Project Manager must submit the request of an extension of the "Contract Time" with the written information provided by the CONTRACTOR and with a written explanation as to why the extension shall be allowed to the City Manager for approval.

If the City Manager approves the request, the "Contract Time" will be extended in an amount equal to time lost due to delays beyond the control of and through no fault or negligence of the CONTRACTOR. Such delays shall include, but not limited to, acts or neglect by CITY or the CITY ENGINEER, or by any employee of either, or any separate

contractor employed by the CITY, fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

16.3 No Damages for Delay:

Except as provided in Article 1.2(a) and (b) NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS. The CONTRACTOR shall not be entitled to an increase in the Contract Sum or payment or compensation of any kind from the CITY for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by the CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of the CITY or its agents. Otherwise, the CONTRACTOR shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

16.4 Changes in the Work or Terms of Contract Documents:

16.4.1 Without invalidating the Contract and without notice to any surety, CITY reserves and shall have the right, from time to time to make such increases, decreases or other changes in the character or quantity of the Work as may be considered necessary or desirable to complete fully and acceptably the proposed construction in a satisfactory manner. Any extra or additional work within the scope of this Project must be accomplished by means of appropriate Field Orders and Supplemental Instructions or Change Orders. Surety waives its right to notice of changes in the Contract Terms and/or Contract Price.

16.4.2 Any changes to the terms of the Contract Documents must be contained in a written document, executed by the parties hereto, with the same formality and of equal dignity prior to the initiation of any work reflecting such change, except as provided for in Subparagraph 16.4.1, above. This section shall not prohibit the issuance of Change Orders executed only by the City Manager as hereinafter provided.

16.5 Field Orders and Supplemental Instructions:

The CITY ENGINEER and the City's Project Manager, shall have the right to approve and issue Field Orders setting forth written interpretations of the

intent of the Contract Documents and ordering minor changes in Work execution, providing the Field Order involves no change in the Contract Price or the Contract Time. CITY ENGINEER shall have the right to approve and issue Supplemental Instructions setting forth written orders, instructions, or interpretations concerning the Contract Documents or its performance, provided such Supplemental Instructions involve no change in the Contract Price or the Contract Time.

ARTICLE 17

CHANGE ORDERS

17.1 Changes in the quantity or character of the Work within the scope of the Project which are not properly the subject of Field Orders or Supplemental Instructions, including all changes resulting in changes in the Contract Price, or the Contract Time, shall be authorized only by Change Orders approved in advance by the City Manager.

17.2 CONTRACTOR shall not start work on any changes requiring an increase in the Contract Price or the Contract Time until a Change Order setting forth the adjustments is approved by the City Manager. Upon receipt of a Change Order, CONTRACTOR shall promptly proceed with the work set forth within the document.

17.3 In the event satisfactory adjustment cannot be reached for any item requiring a change in the Contract Price or Contract Time, and a Change Order has not been issued, CITY reserves the right at its sole option to either terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the disputed work; to remove the disputed work from the scope of work and to process a unilateral change order reducing the contract price; or submit the matter in dispute to CITY ENGINEER. During the pendency of the dispute, and upon receipt of a Change Order approved by the City Manager, CONTRACTOR shall promptly proceed with the change in the Work involved and advise the CITY ENGINEER and City's Project Manager in writing within seven (7) calendar days of CONTRACTOR's agreement or disagreement with the method, if any, provided in the Change Order for determining the proposed adjustment in the Contract Price or Contract Time.

17.4 Under circumstances determined necessary by CITY, Change Orders may be issued unilaterally by the City Manager without consent of Surety.

ARTICLE 18

VALUE OF CHANGE ORDER WORK

18.1 The value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

18.1.1. By mutual acceptance of a lump sum which CONTRACTOR and the City Manager acknowledge contains a component for overhead and profit.

18.1.2. On the basis of the "cost of work," determined as provided in Sections 18.2 and 18.3, plus a CONTRACTOR's fee for overhead and profit that is determined as provided in Section 18.4.

18.2 The term "cost of work" means the sum of all direct costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work described in the Change Order. Except as otherwise may be agreed to in writing and approved by the City Manager, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Section 18.3.

18.2.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the work described in the Change Order under schedules of job classifications agreed upon by CITY and approved by the City Manager and CONTRACTOR. Payroll costs for employees not employed full time on the work covered by the Change Order shall be apportioned on the basis of their time spent on the work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay application thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing the work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by the City Manager.

18.2.2. Cost of all materials and equipment furnished and incorporated in the work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless CITY deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to CITY. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to CITY and CONTRACTOR shall make provisions so that they may be obtained. Rentals of all construction equipment and machinery and the parts

thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by CITY ENGINEER and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with the terms of said agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the work.

18.2.3. Payments made by CONTRACTOR to Subcontractors for work performed by Subcontractors. If required by CITY, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to CITY ENGINEER who will then determine which bids will be accepted. If the Subcontract provides that the Subcontractor is to be paid on the basis of cost of the work plus a fee, the Subcontractor's cost of the work shall be determined in the same manner as CONTRACTOR'S cost of the work. All Subcontractors shall be subject to the other provisions of the Contract Documents insofar as applicable, including but not limited to the CITY'S False Claims Ordinance.

18.2.4. Cost of special engineers, including, but not limited to, engineers, architects, testing laboratories, and surveyors employed for services specifically related to the performance of the work described in the Change Order.

18.2.5. Supplemental costs including the following:

8.2.5.1 The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the work except for local travel to and from the site of the work or to Contractor's home office or branch office.

18.2.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the work, and cost less market value of such items used but not consumed which remains the property of CONTRACTOR.

18.2.5.3. Sales, use, or similar taxes related to the work, and for which CONTRACTOR is liable, imposed by any governmental authority, provided however, that the Contractor shall not be paid or, or reimbursed, the cost of fines and penalties levied by entities other than the City of Hallandale Beach.

18.2.5.4. Deposits lost for causes other than CONTRACTOR's negligence; royalty payments and fees for permits and licenses.

18.2.5.5. The cost of utilities, fuel and sanitary facilities at the site.

18.2.5.6. Receipted minor expenses such as telegrams, long distance telephone calls (except to Contractor’s home office or branch offices), telephone service at the site, expressage and similar petty cash items in connection with the work.

18.2.5.7. Cost of premiums for additional bonds and insurance required because of changes in the work or default by the Contractor.

18.3 The term "cost of the work" shall not include any of the following:

18.3.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, scheduling consultants, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed or retained by CONTRACTOR or surety, whether at the site or in its principal or a branch office for general administration of the work and not specifically included in the agreed-upon schedule of job classifications referred to in Section 18.2.1., all of which are to be considered administrative costs covered by CONTRACTOR's fee.

18.3.2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

18.3.3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the work and charges against CONTRACTOR for delinquent payments.

18.3.4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same, except for additional bonds and insurance required because of cardinal changes in the work.

18.3.5. Costs due to the negligence or neglect of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

18.3.6. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in Section 18.2.

18.4 CONTRACTOR's fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

18.4.1. A mutually acceptable fixed fee or,

18.4.2. If none can be agreed upon, a fee based on the following percentages of the various portions of the cost of the work:

18.4.2.1. For costs incurred under Sections 18.2.1 and 18.2.2, CONTRACTOR's fee shall not exceed ten percent (10%).

18.4.2.2. For costs incurred under Section 18.2.3, CONTRACTOR's fee shall not exceed seven and one half percent (7.5%); and if a subcontract is on the basis of cost of the work plus a fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall not exceed ten percent (10%); and

18.4.2.3. No fee shall be payable on the basis of costs itemized under Sections 18.2.4 and 18.2.5, (except Section 18.2.5.3), and Section 18.3.

18.5 The amount of credit to be allowed by CONTRACTOR to CITY for any such change, which results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit, if otherwise allowed, shall be figured on the basis of the net increase or decrease, if any, however, CONTRACTOR shall not be entitled to claim lost profits for any Work not performed.

18.6 Whenever the cost of any work is to be determined pursuant to Sections 18.2 and 18.3, CONTRACTOR will submit in a form acceptable to CITY ENGINEER an itemized cost breakdown together with the supporting data.

18.7 Where the quantity of any item of the Work that is covered by a unit price is increased or decreased by more than twenty percent (20%) from the quantity of such work indicated in the Contract Documents, an appropriate Change Order shall be issued to adjust the unit price, if warranted.

18.8 Whenever a change in the Work is to be based on mutual acceptance of a lump sum, whether the amount is an addition, credit or no change-in-cost, CONTRACTOR shall submit an initial cost estimate acceptable to CITY ENGINEER and the City's Project Manager.

18.8.1. Breakdown shall list the quantities and unit prices for materials, labor, equipment and other items of cost.

18.8.2. Whenever a change involves CONTRACTOR and one or more Subcontractors and the change is an increase in the Contract Price, overhead and profit percentage for CONTRACTOR and each Subcontractor shall be itemized separately.

18.9 Each Change Order must state within the body of the Change Order whether it is based upon unit price, negotiated lump sum, or "cost of the work."

ARTICLE 19

TERMINATION FOR CONVENIENCE

19.1 The CITY may terminate the Contract for its convenience, at any time, with or without cause, upon thirty (30) days written notice to CONTRACTOR.

19.2 Upon such notice of termination, CONTRACTOR will immediately terminate its performance and turn over all of its work product (e.g. plans to the CITY).

19.3 CONTRACTOR will then submit a final statement to the CITY for all services performed (based on percentage of project completion) ten days after the date on the notice of termination for convenience.

19.4 The CONTRACTOR is precluded from recovering damages for loss of anticipated, but unearned profit on the Contract, as well as consequential damages.

ARTICLE 20

SHOP DRAWINGS

20.1 The CONTRACTOR shall submit Shop Drawings for all equipment, apparatus, machinery, fixtures, piping, wiring, fabricated structures and manufactured articles. The purpose of the Shop Drawings is to show the suitability, efficiency, technique of manufacture, installation requirements, details of the item and evidence of its compliance or noncompliance with the Bid Project.

20.2 The CONTRACTOR shall thoroughly review and check the Shop Drawings and each and every copy shall show this approval thereon.

20.3 If the Shop Drawings show or indicate departures from the Contract requirements, the CONTRACTOR shall make specific mention thereof in his letter of transmittal. Failure to point out such departures shall not

relieve the CONTRACTOR from his responsibility to comply with the Bid Project.

20.4 The CITY ENGINEER'S approval of the Shop Drawings will be general and shall not relieve the CONTRACTOR of responsibility for the accuracy of such Drawings, nor for the proper fitting and construction of the work, nor for the furnishing of materials or work required by the Contract and not indicated on the Drawings. No work called for by Shop Drawings shall be performed until the said Drawings have been approved by the CITY ENGINEER. Approval shall not relieve the CONTRACTOR from responsibility for errors or omissions of any sort on the Shop Drawings.

20.5 The CONTRACTOR shall keep one set of Shop Drawings marked with the CITY ENGINEER'S approval at the job site at all times.

ARTICLE 21

PROGRESS PAYMENTS

All invoices and/or bills and/or requests for payments and/or application for payment are to be sent to the City Engineer and the City's Project Manager.

21.1 The CONTRACTOR may request payments for work completed at intervals of not more than once a month. The CONTRACTOR'S requisition shall show a complete breakdown of the project components, the quantities completed and the amount due, together with such supporting evidence as may be required by the CITY ENGINEER. Each requisition shall be submitted in triplicate to the CITY ENGINEER for approval. CITY shall make payment to the CONTRACTOR within 25 days after approval by the CITY ENGINEER of CONTRACTOR'S requisition for payment.

a) Overdue notice. The CONTRACTOR may send the City an overdue notice if the invoice is not paid or rejected within the time frame in Section 21.1, and four (4) business days following the delivery of overdue notice the payment required by the City shall be accepted, rejected or rejected in part.

21.2 Retainage: The CONTRACTOR agrees that five percent (5%) of monies earned by CONTRACTOR shall be withheld by CITY as retainage until the completion of the project. The CITY has the right to not process retainage if CONTRACTOR failed to perform contractual responsibilities pursuant to Section 255.078(3). The CITY is not required to pay or release any amounts that are the subject of a good faith dispute, the subject of a claim brought pursuant to Section 255.05,

or otherwise the subject of a claim or demand by the local governmental entity or CONTRACTOR.

21.3 The CITY may withhold in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

21.3.1. Defective work not remedied.

21.3.2. Claims filed or reasonable evidence indicating probable filing of claims by other parties against the CONTRACTOR.

21.3.3. Failure of the CONTRACTOR to make payments properly to Subcontractors or for material or labor.

21.3.4 Damage to another Contractor not remedied.

When the above grounds are removed or resolved or the CONTRACTOR provides a surety bond or a consent of Surety, satisfactory to the CITY which will protect the CITY in the amount withheld, payment may be made in whole or in part.

ARTICLE 22

ACCEPTANCE AND FINAL PAYMENT

22.1 Upon receipt of written notice from the CONTRACTOR that the work is ready for final inspection and acceptance, the CITY shall within ten days make an inspection thereof. If the CITY finds the work acceptable under the Contract and the Contract work has been fully performed, payment shall be issued by the CITY, stating that the work required by the Contract has been completed and is accepted under the terms and conditions thereof.

22.2 Before issuance of the Final Certificate for Payment, the CONTRACTOR shall deliver to the CITY a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and an Affidavit certifying that all suppliers and Subcontractors have been paid in full and that all other indebtedness connected with the work has been paid, and a consent of the Surety of Final Payment. The CITY may withhold final payment under the same terms and conditions as set forth in Section 21.3 above.

22.3 If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR, the CITY shall, without terminating the Contract, make payment of the

balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute waiver of claims.

22.4 The making and acceptance of the final payment shall constitute a waiver of all claims by the CITY, other than those arising from faulty or defective work, failure of the work to comply with requirements of the Contract Documents or terms of any special warranties required by the Contract Documents. It shall also constitute a waiver of all claims by the CONTRACTOR, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time of the application for final payment.

ARTICLE 23

CITY'S RIGHT TO TERMINATE CONTRACT

23.1 If CONTRACTOR fails to begin the Work within fifteen (15) calendar days after the Project Initiation Date, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Work, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if CONTRACTOR shall fail to perform any material term set forth in the Contract Documents or if CONTRACTOR shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or for any other cause whatsoever shall not carry on the Work in an acceptable manner, CITY may give notice in writing to CONTRACTOR and its Surety of such delay, neglect or default, specifying the same. Nevertheless, Surety waives its right to notice pursuant to this paragraph. If CONTRACTOR, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, then CITY may neglect or default the CONTRACTOR and CONTRACTOR's failure to comply with such notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Project site and take the prosecution of the Work out of the hands of CONTRACTOR, and appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Project is completed. In addition CITY may enter into an agreement for the completion of the Project according to the terms and provisions of the Contract Documents, or use such other methods as in City's sole opinion shall be required for the completion of the Project according to the terms and provisions of the Contract Documents, or use such other methods as in City's sole opinion shall be required for the completion of the Project in an acceptable manner. All damages, costs and charges

incurred by CITY, together with the costs of completing the Project and any fines or levies that may be assessed against the City by any governmental entity or by Broward County as a result of late completion of the Project, shall be deducted from any monies due or which may become due to CONTRACTOR. In case the damages and expenses so incurred by CITY shall exceed the unpaid balance, then CONTRACTOR shall be liable and shall pay to CITY the amount of said excess.

23.2 If after notice of termination of CONTRACTOR's right to proceed, it is determined for any reason that CONTRACTOR was not in default, the rights and obligations of CITY and CONTRACTOR shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth in Article 19.

ARTICLE 24

CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If CITY ENGINEER received CONTRACTOR’s proper invoice and/or bill and/or request for payment and/or application for payment, and should CITY ENGINEER fail to review and approve or state in writing reasons for not approving, or for rejecting, of the Application for Payment within twenty-five (25) business days after it is presented, then CONTRACTOR shall provide CITY with written notice of same, and if CITY fails either to pay CONTRACTOR within four (4) business days after CITY receives CONTRACTOR’s notice, CITY shall notify CONTRACTOR in writing of any objection to the Application for Payment, then CONTRACTOR shall, give a second written notice to CITY of such delay, neglect or default, specifying the same and if CITY, within a period of ten (10) calendar days after such second notice shall not remedy the delay, neglect, or default upon which the notice is based, then CONTRACTOR may stop work or terminate this Contract and recover from CITY payment for all work executed and reasonable expenses sustained therein plus reasonable termination expenses. In such event, the contract shall be deemed terminated for convenience, and CONTRACTOR shall be paid for all work executed and expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by CONTRACTOR relating to commitments, which had become firm prior to the termination. Payment shall include reasonable profit for work/services performed. No payment shall be made for profit for work or services that have not been performed or for consequential damages.

ARTICLE 25

DIFFERING SITE CONDITIONS

In the event that during the course of the Work CONTRACTOR encounters subsurface or concealed conditions at the Project site which differ materially from those shown on the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents and Supplementary Conditions; or unknown physical conditions of the Project site, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents in the locales such as that where the work is to be done, CONTRACTOR shall, within twenty-four (24) hours of their discovery, notify CITY in writing of the existence of the aforesaid conditions. CITY shall, within two (2) business days after receipt of CONTRACTOR's written notice, investigate the site conditions identified by CONTRACTOR. If, in the sole opinion of CITY ENGINEER with the consent of City's Project Manager, the conditions do materially so differ and cause an increase or decrease in CONTRACTOR's cost of, or the time required for, the performance of any part of the Work, CITY ENGINEER shall recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If CITY and CONTRACTOR cannot agree on an adjustment in the Contract Price or Contract Time, the adjustment shall be referred to CITY ENGINEER for determination in accordance with the provision for resolving disputes. Should CITY ENGINEER determine that the conditions of the Project site are not so materially different to justify a change in the terms of the Contract, CITY ENGINEER shall so notify CONTRACTOR in writing, stating the reasons, and such determination shall be final and binding upon the parties hereto.

No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by CITY ENGINEER as the date of substantial completion.

ARTICLE 26

RESOLUTION OF DISPUTES

26.1 To prevent all disputes and litigation, it is agreed by the parties hereto that the CITY ENGINEER shall decide all questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Contract as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under or, by reason of, the Contract Documents and CITY ENGINEER's estimates and decisions upon all claims, questions, difficulties and disputes shall be final and binding to the extent provided in Section 26.2. Any claim, question, difficulty or dispute which cannot be resolved by mutual agreement of CITY and CONTRACTOR shall be submitted to CITY ENGINEER in writing within twenty-one (21) calendar days. Unless a different period of time is set forth herein, CITY ENGINEER

shall notify CONTRACTOR in writing of CITY ENGINEER's decision within twenty-one (21) calendar days from the date of the submission of the claim, question, difficulty or dispute, unless CITY ENGINEER requires additional time to gather information or allow the parties to provide additional information. All non-technical administrative disputes shall be determined by the CITY ENGINEER and the City's Contract Manager pursuant to the time periods provided herein. During the pendency of any dispute and after a determination thereof, CONTRACTOR and CITY shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction.

26.2 In the event the determination of a dispute under this Article is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing within ten (10) days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract Price adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) days after a disputed invoice or during Final Completion of the Work, the parties shall participate in settlement discussions to address all objections to any determinations hereunder and to attempt to prevent litigation. Should any objection not be resolved, the parties retain all their legal rights and remedies provided under State law. This article shall not limit the CITY'S rights under the CITY'S False Claims Ordinance.

ARTICLE 27

APPLICABLE LAW AND VENUE

The parties expressly agree that this Contract shall be construed and interpreted in accordance with the laws of the State of Florida. Venue for adjudication of disputes and litigation concerning this CONTRACT shall be in Broward County, Florida.

BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the City pursuant to Section 768.28 Florida Statutes.

ARTICLE 28

CONTRACT DOCUMENTS

28.1 This Contract incorporates by reference the following documents: the Bid Project including drawings (design plans) and specifications, the Notice for Bids, the Addenda to the Bid Project, the Bid Tender Form, the record of Contract awarded by the City of Hallandale Beach, the Contract, the Performance and Payment Bond, any additional documents the submission of which is required by this Bid Project, the Notice of Award, the Notice to Proceed, and the Purchase Order.

28.2 Where there is a conflict between any provision set forth within the General Conditions and a more stringent state or federal provision which is applicable to this Project, the more stringent state or federal provision shall prevail.

28.3 This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements, or understandings concerning the subject matter of these Contract Documents that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

28.4 By execution of this Agreement, CONTRACTOR does certify that CONTRACTOR has been duly authorized by delivery of this Agreement and all other documents, certificates, agreements, consents and receipts, and to take any and all other actions of any kind whatsoever in order to accomplish the purposes and undertakings of this Agreement

ARTICLE 29

NONDISCRIMINATION, EQUAL OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT

29.1 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines and standards.

CONTRACTOR's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, physical or

mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CONTRACTOR shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions or employment, training (including apprenticeship, and accessibility).

CONTRACTOR shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff; termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONTRACTOR shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16 ½) in performing any services pursuant to this Agreement.

29.2 DOMESTIC PARNTER BENEFITS REQUIREMENT

CONTRACTOR certifies, and has provided the Domestic Partnership Certification Form, that it would provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.

CONCTRACTOR shall comply with the applicable provisions of this section.

(i) The Contractor certifies and represents that it will comply with this section during the entire term of the Contract.
(ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
(iii) The City may terminate the Contract if the Contractor fails to comply with this section.

(iv) The City may retain all monies due or to become due until the Contractor complies with this section.

ARTICLE 30

NOTICES

Whenever either party desires or is required to provide notice to the other as addressed in this contract, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, or by email provided that the notice is also sent by one of the foregoing methods, and addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

City of Hallandale Beach
Jeremy Earle, City Manager
400 South Federal Highway
Hallandale Beach, FL 33009

With Copy to:
Director
Jeffrey Odoms
630 NW 2 Street
Hallandale Beach, FL 33009

And:
Jennifer Merino, City Attorney
400 South Federal Highway
Hallandale Beach, FL 33009

And:
Procurement Department
400 South Federal Highway

Hallandale Beach, FL 33009

Contractor:
Goldberg Kenneth
1180 SW 10 Street
Delray Beach, FL 33444

ARTICLE 31

RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

ARTICLE 32

AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of five (5) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or five (5) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

CONTRACTOR shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CLERK AT (954) 457-1340, BY EMAIL AT CITYCLERKOFFICE@COHB.ORG, OR AT 400 S. FEDERAL HWY, ATTN: CITY CLERK, HALLANDALE BEACH, FL 33009

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature. CITY OF HALLANDALE BEACH signing by and through its City Manager, duly authorized to execute same.

CITY

ATTEST:

Jenorgen Guillen
_____
CITY CLERK

CITY OF HALLANDALE BEACH

By Jeremy Earle (Jan 23, 2024 13:25 EST)
_____
CITY MANAGER

Date: January 23, 2024

Approved as to legal sufficiency and form by

1288
_____
CITY ATTORNEY

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature. M&M Asphalt Maintenance Inc., D/B/A All County Paving signing by and through its representative, duly authorized to execute same.

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE. If the Company President does not sign the Contract, there must be a Secretary's Certificate Form provided to the CITY of Hallandale Beach, Florida indicating designee signing, has the authority to sign.

CONTRACTOR

ATTEST:

Corporate Secretary

Denisse Cameron / Sr. Coordinator
(Type Name and Title Signed Above)

By _____

Kenneth Goldberg / President
PRINT NAME AND TITLE

5th Day of January 20 24

(Corporate Seal) OR (NOTARIZE BELOW)

OR **(ONLY If not incorporated sign below).**

WITNESSES:

_____ _____
(PRINT NAME) (PRESIDENT OR VICE-PRESIDENT)

_____ _____
(PRINT NAME) (TYPE NAME & SIGNED ABOVE)

NOTARY SEAL

The foregoing instrument was acknowledged before me this _____day of _____, 20___, by _____.

_

_____ _____
Signature of Notary Name of Notary Printed, or Stamped

Personally Known _____ OR Produced Identification ___OR Online Notarization_____

Type of Identification Produced:

RESOLUTION NO. 2023 - 161

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA, AUTHORIZING AWARD OF BID # NO. FY 2022-2023-019 - ROADWAY RESTORATION AND REPAIR TO M&M ASPHALT MAINTENANCE, INC – DBA ALL COUNTY PAVING AS THE LOWEST RESPONSIVE BIDDER IN AN AMOUNT NOT TO EXCEED THREE MILLION FIVE HUNDRED THOUSAND DOLLARS ($3,500,000); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 23, Section 23-4, City of Hallandale Beach Code of Ordinances, purchases of and contracts for equipment, supplies, and contractual services, when the estimated cost shall exceed $50,000.00, except as specifically provided in that section, shall be based, wherever possible, on competitive bids Code of Ordinances, Code of Ordinances, Code of Ordinances; and

WHEREAS, poor weather conditions and frequent traffic continuously create potholes, cracks, sinkholes, and unstable road conditions within the City, requiring a large-scale operation to perform road rehabilitation; and

WHEREAS, while internal staff routinely maintains streets, sidewalks, and signages throughout the city, it is inadequately staffed and equipped to undertake milling and resurfacing of major roads and bridges on a large scale; and

WHEREAS, on September 14, 2023, the City released Bid No. FY 2022-2023-019 - Roadway Restoration and Repair; and

WHEREAS, City plans to utilize the agreement with Roadway Restoration and Repair to M&M Asphalt Maintenance, Inc – DBA All County Paving, as the lowest responsive bidder, for a term of one year in the amount of One Million Five Hundred Thousand Dollars ($1,500,000) for Fiscal Year 2023-24, with up to 4 subsequent potential yearly contract extensions for restoration and repair to be reviewed during the annual operating budget

process for the Fiscal Years 2025-28 in an amount not to exceed Five Hundred Thousand Dollars ($500,000) per year, and authorize the City Manager to execute all relating documents.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA:

SECTION 1. The foregoing "Whereas" clauses are incorporated herein.

SECTION 2. The Mayor and City Commission hereby award Bid No. FY 2022-2023-019 - Roadway Restoration and Repair to M&M Asphalt Maintenance, Inc – DBA All County Paving as the lowest responsive bidder in the amount of One Million Five Hundred Thousand Dollars ($1,500,000) for Fiscal Year 2023-24 with up to 4 subsequent potential one year terms approved at the discretion of the City Manager for Fiscal Years 2025-28 in an amount not to exceed Five Hundred Thousand Dollars ($500,000) per year, subject to appropriations, and authorize the City Manager to execute all relating documents.

SECTION 3. This Resolution shall take effect immediately upon its passage and adoption.

APPROVED AND ADOPTED this 20th day of December, 2023.

JOY F. COOPER
MAYOR

SPONSORED BY: CITY ADMINISTRATION

ATTEST:

JENORGEN GUILLEN
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY
AND FORM

JENNIFER MERINO
CITY ATTORNEY

FINAL VOTE ON ADOPTION

Mayor Cooper	Yes
Vice Mayor Lima-Taub	Yes
Commissioner Adams	Yes
Commissioner Butler	Yes
Commissioner Lazarow	Yes

EXHIBIT A

INVITATION TO BID (ITB) BID # FY 2022-2023-019

ROADWAY RESTORATION AND REPAIR

1. BID-FY-2022-2023-019-ROADWAY-RESTORATION-AND-REPAIR (cohb.org)

   https://www.cohb.org/DocumentCenter/View/32754/BID-FY-2022-2023-019-ROADWAY-RESTORATION-AND-REPAIR?bidId=

2. Public Notice (cohb.org)

   https://www.cohb.org/DocumentCenter/View/32755/pre-bid?bidId=

3. Sign-In-Sheet (cohb.org)
   https://www.cohb.org/DocumentCenter/View/32802/Sign-In-Sheet?bidId=

4. ADDENDUM-1-2022-2023-019 (cohb.org)
   https://www.cohb.org/DocumentCenter/View/32778/ADDENDUM-1-2022-2023-019?bidId=

5. ADDENDUM--2-2022-2023-019 (cohb.org)
   https://www.cohb.org/DocumentCenter/View/32804/ADDENDUM--2-2022-2023-019?bidId=

6. ADDENDUM-3-2022-2023-019 (cohb.org)
   https://www.cohb.org/DocumentCenter/View/32805/ADDENDUM-3-2022-2023-019?bidId=

7. ADDENDUM # 4 - Q&A
   https://www.cohb.org/DocumentCenter/View/32806/ADDENDUM-4-2022-2023-019?bidId=

8. Public Notice (cohb.org)
   https://www.cohb.org/DocumentCenter/View/32756/bid-opening?bidId=

MINIMUM QUALIFICATION REQUIREMENTS (MQRs):

1. This ITB contains Minimum Qualification Requirements (MQRs) which the Proposer **must** meet for the Firm to be considered responsive.

2. **Please read the MQRs to ensure the Firm meets these requirements prior to submitting a response to this ITB.**

3. **All Minimum Qualification Requirements (MQRs) must be submitted with Firm's response.**

4. Proposer(s) that do not comply with MQRs will be determined non-responsive and disqualified from the evaluation process and their Proposal will not be evaluated.

5. Proposer awarded the Contract will be required to maintain Minimum Qualification Requirement # 1 and # 2 during the term of the Contract and any Contract extensions.

MINIMUM QUALIFICATION REQUIREMENT # 1: YEARS IN BUSINESS- SUNBIZ:

a. Proposer must be incorporated through Sunbiz with a status of "Active".

b. Provide a copy of your Sunbiz with your Bid showing a date filed of **2020** or earlier.

MINIMUM QUALIFICATION REQUIREMENT # 2: CONTRACTOR LICENSE:

a. Bidder's must be licensed as a Certified/Registered General Contractor licensed by State of Florida Department of Business and Professional Regulations. License will be verified through the following link: https://www.myfloridalicense.com/wl11.asp?mode=0&SID=

AND/OR

b. Bidder's must be licensed as a Certified/Registered Underground Utility and Excavation Contractor licensed by State of Florida Department of Business and Professional Regulations. License will be verified through the following link: https://www.myfloridalicense.com/wl11.asp?mode=0&SID=

c. Proposing Firm must provide a copy of the applicable license(s) with Firm's response.

MINIMUM QUALIFICATION REQUIREMENT # 3: 10% BID BOND REQUIREMENT

As per Procurement Code Section 23-12 (2) Security Bonds, each bidder must provide with the submission of the Bid a Security Bid Bond issued by a surety company licensed to do business in the state in an amount equal to ten percent (10%) of the Bid Price submitted. A Firm shall forfeit

the Security Bid Bond if the Firm refuses or fails to execute the Agreement within fifteen (15) calendar days from the Notice to Proceed.

MINIMUM QUALIFICATION REQUIREMENT # 4: BONDING CAPACITY LETTER

Provide documentation of bidder's total and single project bonding capacity and the name and current financial rating (A.M. Best) of the surety company utilized by your Firm.

MINIMUM QUALIFICATION REQUIREMENT # 5: PREVIOUS EXPERIENCE:

a. Please note that the information for the projects/contacts below must be the same as the projects/contracts provided within the Reference Form.

b. Proposing Firm must have completed **three (3) contracts** of similar size and scope as to the requested services outlined in this ITB within the past five (5) years, 2019-2023.

c. Proposers must provide the information for MQR # 5 on the following chart(s):

Name and Location of Contract # 1:	
Name of the Prime Firm that was awarded the Contract:	M&M ASPHALT MAINTENANCE INC., d/b/a ALL COUNTY PAVING
Date when Contract started:	03/03/2021
Date when Contract was completed:	10/29/2021
Name of entity for which services were provided to:	City of Boca Raton
Updated contact name, phone and email for Project Manager where services were provided to:	Clecio De Sa -561-416-3429 cdesa@ci.boca-raton.fl.us
Was your Firm the Prime Contractor awarded the Contract for the Project?	☑ Yes ☐ No
Provide detailed information:	Potomac Road Resurfacing as part of our annual contract with the City of Boca Raton

Name and Location of Contract # 2:	
Name of the Prime Firm that was awarded the Contract:	M&M Asphalt Maintenance Inc., d/b/a All County Paving
Date when Contract started:	11/02/2022
Date when Contract was completed:	03/03/2023
Name of entity for which services were provided to:	City of Fort Lauderdale
Updated contact name, phone and email for Project Manager where services were provided to:	JEAN EXAMOND -954-828-4507 JEXAMOND@FORTLAUDERDALE.GOV
Was your Firm the Prime Contractor awarded the Contract for the Project?	☑ Yes ☐ No
Provide detailed information:	City of Ft. Lauderdale Task Order #16 Coral Shores Raised Median Neighborhood improvements as part of our annual contract with the City of Fort Lauderdale.

Name and Location of Contract # 3:	
Name of the Prime Firm that was awarded the Contract:	M&M ASPHALT MAINTENANCE INC., d/b/a ALL COUNTY PAVING
Date when Contract started:	11/22/2022
Date when Contract was completed:	04/13/2023
Name of entity for which services were provided to:	Town of Lantana
Updated contact name, phone and email for Project Manager where services were provided to:	EDDIE CROCKETT-561-540-5753 ECROCKETT@LANTANA.ORG
Was your Firm the Prime Contractor awarded the Contract for the Project?	☑ Yes ☐ No
Provide detailed information:	TOWN OF LANTANA RESURFACING 2023-Resurfacing roads citywide.

Released 9/26/23

Hallandale Beach
PROGRESS. INNOVATION. OPPORTUNITY.

ADDENDUM # 3
BID # FY 2022-2023-019
ROADWAY RESTORATION AND REPAIR

REVISED BID PRICE SHEET
9/26/2023

Please ensure you check the City's website for the latest addendum released for this project. Below find the link to the City's website: www.cohb.org\solicitations.

BID PRICE SHEET:

Please use the following BID PRICE SHEET 9/26/2023 included in this Addendum # 3 to submit your BID PRICE.

I. Bidder must use the Bid Price Sheet below to submit Bidder's price for this Project.

II. Bidder shall hold the unit Bid Prices firm throughout the Contract period. Bidder guarantees response time necessary to have a crew return to correct unfinished or unsatisfactory services.

III. The City reserves the right to increase, decrease, and/or choose the items and quantities below for the Project to meet its available budget using the unit prices provided below.

IV. Bidder must completely fill out each column below, i.e., unit price and total.

V. Not applicable or "N/A" is not acceptable and will cause Bidder to be determined non- responsive. An authorized officer per the Bidders Sunbiz, must sign the Total Bid Price Sheet.

VI. The award will be to the lowest responsive responsible Bidder for Total Bid Amount.

The City will consider price adjustments on the anniversary of the award of contract. Any adjustments shall require documentation to support requested changes. Any request for adjustments shall be made 90 days prior to the actual anniversary date of the award of contract. No cost increases shall be accepted in the initial contract term.

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	TOTAL PRICE
1	Mobilization/Demobilization **(per work order)**	EA	$ 1,100.00	$ 1,100.00
2	Type I Barricade per FDOT Standard index No. 102-600. Provide for project duration up to 14 days	EA	$6.15	$ 6.15
3	Type II Barricade per FDOT Standard Index No. 102-600. Provide for project duration up to 14 days	EA	$ 6.15	$ 6.15

4	Type III Barricade per FDOT Standard Index No. 102-600. Provide for project duration up to 14 days	EA	$ 6.65	$ 6.65
5	MOT Certified Flagman (per person)	HR	$ 75.00	$ 75.00
6	Remove and dispose of unsuitable material	CY	$ 25.00	$ 25.00
7	1-inch Type S-III Asphaltic Concrete place by paving machine, including prime/ tack material & compaction (11 ton to 50-ton assignments)	TON	$ 185.00	$ 185.00
8	1-inch Type S-III Asphaltic Concrete place by paving machine, including prime/ tack material & compaction (51 ton to 150-ton assignments)	TON	$ 179.00	$ 179.00
9	1-inch Type S-III Asphaltic Concrete place by paving machine, including prime/ tack material & compaction (151 ton to 499-ton assignments)	TON	$ 178.00	$ 178.00
10	1-inch Type S-III Asphaltic Concrete place by paving machine, including prime/ tack material & compaction (500 ton to greater assignments)	TON	$ 176.00	$ 176.00
11	1-inch Average thickness- Roadway Milling, including mobilization, all incidental work & equipment to include hauling off, stockpiling, or otherwise disposing of material	SY	$ 2.95	$ 2.95
12	Sawcut, Remove and Replace 1.5" of Asphalt (two lifts)	SY	$ 47.00	$ 47.00
13	Thermo Plastic (Yellow Solid 6")	LF	$ 2.75	$ 2.75
14	Thermo Plastic (Yellow Solid 8")	LF	$ 2.85	$ 2.85
15	Thermo Plastic (Yellow Solid 10")	LF	$ 3.25	$ 3.25
16	Thermo Plastic (Yellow Solid 12")	LF	$ 5.50	$ 5.50
17	Thermo Plastic (Yellow Solid 18")	LF	$ 6.50	$ 6.50
18	Thermo Plastic (Yellow Solid 24")	LF	$ 6.75	$ 6.75
19	Thermo Plastic (White Solid 6")	LF	$ 2.75	$ 2.75
20	Thermo Plastic (White Solid 8")	LF	$ 2.85	$ 2.85
21	Thermo Plastic (White Solid 10")	LF	$ 3.25	$ 3.25
22	Thermo Plastic (White Solid 12")	LF	$ 5.50	$ 5.50
23	Thermo Plastic (White Solid 18")	LF	$ 6.50	$ 6.50
24	Thermo Plastic (White Solid 24")	LF	$ 9.00	$ 9.00
25	Thermo Plastic (Arrows) 1 part	EA	$ 100.00	$ 100.00
26	Traffic Paint (All widths and colors)	SF	$ 2.85	$ 2.85
27	Retro-Reflective Pavement Markers – Blue (remove and replace)	EA	$ 13.25	$ 13.25
28	Retro-Reflective Pavement Markers – Red (remove and replace)	EA	$ 13.25	$ 13.25
29	Retro-Reflective Pavement Markers – Amber/Amber (remove and replace)	EA	$ 13.25	$ 13.25
			PROJECT TOTAL (ITEMS 1 -30)	**$** 2,186.95

BID # FY 2022-2023-019
ROADWAY RESTORATION AND REPAIR

I, Kenneth Goldberg, President
Name of authorized Officer per Sunbiz and/or legal documentation Title

of M&M asphalt maintenance inc, DBA All County Paving.
Name of Firm as it appears on Sunbiz and/or legal documentation

hereby attest that I have the authority to sign this notarized certification and certify that the above referenced information is true, complete and correct.

Signature Kenneth Goldberg
Print Name

PLEASE NOTE RECEIPT OF THIS ADDENDUM BY COMPLETING 'FORM O: ACKNOWLEDGEMENT OF ADDENDA' WITH YOUR FIRM'S SUBMISSION.

Code of Ordinances, Chapter 23 Procurement, Section 23-14 Cone of Silence – imposes a Cone of Silence for City purchases of goods and services. The Cone of Silence means prohibition on any communication regarding a particular RFP, RFQ, ITB, RFLI, or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist or consultant and the city's staff including, but not limited to, the city manager and his/her staff; the evaluation/selection committee; the mayor; and the city commission and their respective staff. The Cone of Silence shall be imposed when a formal competitive solicitation has been issued and shall remain in effect until an award is made, a contract is approved, or the Commission/Board of Directors takes any other action which ends the solicitation. Should you have any questions, please contact the Procurement Department at (954) 457-1333.

4. **Required Forms:**

   a. Please make sure all items from the Forms Section, Form A – Form P, are included in your proposal.

FORMS:

Proposer must complete and include all the following forms within the proposal submission.

Form A: Proposal Submitted by Form
Form B: Variance Form
Form C: Legal Proceedings Form
Form D: Public Entity Crime Form
Form E: Domestic Partnership Certification form
Form F: Conflict of Interest Notification Requirement Questionnaire
Form G: Drug Free Workplace Form
Form H: Anti-Kickback Affidavit
Form I: Confidentiality Form
Form J: Scrutinized Form
Form K: Byrd Anti-Lobbying Amendment Certification
Form L: Non-Collusion Affidavit
Form M: Americans with Disabilities Act Affidavit
Form N: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Form O: Acknowledgement of Addenda
Form P: Reference Form

FORM A: PROPOSAL SUBMITTED BY

COMPANY: M&M ASPHALT MAINTENANCE INC., D/B/A ALL COUNTY PAVING	
ADDRESS: 1180 SW 10TH STREET	
CITY, STATE, ZIP: Delray Beach, Florida 33444	
TELEPHONE: 561-588-0949	FAX NUMBER: 561-588-2140
DUE DATE OF BID: 10/16/2023	
E-MAIL ADDRESS: PUBLICWORKS@ALLCOUNTYPAVING.COM	
FEDERAL ID NUMBER: 61-1595442	
NAME & TITLE PRINTED: Kenneth Goldberg/President	
SIGNED BY:	

WE (I) the above signed hereby agree to furnish the item(s), service(s) and have read all attachments including specifications, terms and conditions and fully understand what is required.

The Invitation to Bid, Specifications, Proposal Forms, and/or any other pertinent document form a part of this proposal and by reference made a part hereof. Signature indicates acceptance of all terms and conditions of the BID.

FORM B: VARIANCE FORM

The Proposer must provide and state all variances to this Bid, specifications, the Terms and Conditions on this variance form (provide additional pages if necessary).

After award of Contract through City Commission, via Resolution, the awarded Firm's Variance Form will be reviewed by appropriate City Staff, the City Attorney, and the Risk Manager. If the Variances presented by Firm are acceptable to the City a City Agreement will be routed to the awarded Firm for execution by the authorized officer per Sunbiz. The Project Manager will manage the execution of the agreement process.

Variances requested to either the ITB, Terms and Conditions and Agreement may result in the City rescinding award of Contract.

If Firm has no Variances, Firm must state "None" below. This form must be provided back in Firm's response.

NONE

FORM C: LEGAL PROCEEDINGS FORM

Proposing Firm **must** provide items a - e with response. Provide all applicable documents per category checked as an attachment. Firm must ensure response is addressing by title for each item a-e below. If an item(s) is not applicable, Firm must check off as applicable stating "N/A" and authorized officer per Sunbiz to provide signature.

a. Arbitrations: List all arbitration demands filed by or against your Firm in the last five (5) years, and identify the nature of the claim, the amount in dispute, the parties, and the ultimate resolution of the proceeding.

☐ Check here and provide documentation ☑ Check here if Not Applicable (N/A)

b. Lawsuits: List all lawsuits filed by or against, your Firm in the last five (5) years, and identify the nature of the claim, the amount in dispute, the parties, and the ultimate resolution of the lawsuit.

☑ Check here and provide documentation ☐ Check here if Not Applicable (N/A)

PLEASE SEE ATTACHED

c. Other Proceedings: Identify any lawsuits, administrative proceedings, or hearings initiated by the National Labor Relations Board, Occupational Safety and Health or similar state agencies in the past five (5) years concerning any labor practices or project safety practices by your Firm. Identify the nature of any proceeding and its ultimate resolution.

☐ Check here and provide documentation ☑ Check here if Not Applicable (N/A)

d. Bankruptcies: Has your Firm or its parents or any subsidiaries ever had a Bankruptcy Petition filed in its name, voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution).

☐ Check here and provide documentation ☑ Check here if Not Applicable (N/A)

e. Settlements: Identify all settlements for your Firm in detail in the last five (5) years.

☐ Check here and provide documentation ☑ Check here if Not Applicable (N/A)

I, Kenneth Goldberg, President
Name of Authorized Officer per Sunbiz — Title

of M&M ASPHALT MAINTENANCE INC., D/B/A ALL COUNTY PAVING
Name of Firm as it appears on Sunbiz

I hereby attest that I have the authority to sign this notarized certification and certify that the above referenced information is true, complete, and correct.

Signature of Authorized Officer per SunBiz

Kenneth Goldberg/President
Print Name of Authorized Officer per SunBiz

FORM D: PUBLIC ENTITY CRIME FORM

**SWORN STATEMENT PURSUANT TO SECTION 287.133(2) (a),
FLORIDA STATUTES,
PUBLIC ENTITY CRIME INFORMATION**

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

By: _____

Title: President

Signed and Sealed 16th day of October, 2023

FORM E: DOMESTIC PARTNERSHIP CERTIFICATION FORM

This form must be completed and submitted with Firm's submittal.

Equal Benefits Requirements As part of the competitive solicitation and procurement process a Contractor seeking a Contract shall certify that upon award of a Contract it will provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses. Failure to provide such certification shall result in a Contractor being deemed non-responsive.

Domestic Partner Benefits Requirement means a requirement for City Contractors to provide equal benefits for domestic partners. Contractors with five (5) or more employees contracting with City, in an amount valued over $50,000, provide benefits to employees' spouses and the children of spouses.

The Firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of City of Hallandale Beach Ordinance 2013-03 Domestic Partnership Benefits Requirement, and certifies the following:

Check only one box below:

☑ **1.** The Contractor certifies and represents that it will comply during the entire term of the Contract with the conditions of the Ordinance 2013-03, Section 23-3, Domestic Partner Benefits Requirement of the City of Hallandale Beach, or

☐ **2.** The Firm does not need to comply with the conditions of Ordinance 2013-03, Section 23-3, Domestic Partner Benefits Requirement of the City of Hallandale Beach, because of allowable exemption: (**Check only one box below):**

- ☐ The Firm's price for the contract term awarded is $50,000 or less.
- ☐ The Firm employs less than five (5) employees.
- ☐ The Firm does not provide benefits to employees' spouses nor spouse's dependents.
- ☐ The Firm is a religious organization, association, society, or non-profit charitable or educational institution or organization operated, supervised, or controlled by or in conjunction with a religious organization, association or society.
- ☐ The Firm is a government entity.
- ☐ The contract is for the sale or lease of property.
- ☐ The covered contract is necessary to respond to an emergency.

☐ The provision of Ordinance 2013-03, Section 23-3 Definition, of the City of Hallandale Beach, would violate grant requirements, the laws, rules or regulations of federal or state law.

I, Kenneth Goldberg, President
Name of authorized Officer per Sunbiz — Title

of M&M ASPHALT MAINTENANCE INC., D/B/A ALL COUNTY PAVING
Name of Firm as it appears on Sunbiz

hereby attest that I have the authority to sign this notarized certification and certify that the above referenced information is true, complete, and correct.

Signature — Kenneth Goldberg (Print Name)

STATE OF FLORIDA

COUNTY OF PALM BEACH

SWORN TO AND SUBSCRIBED BEFORE ME THIS 12TH DAY OF

OCTOBER, 20__ BY KENNETH GOLDBERG

TO ME PERSONALLY KNOWN OR PRODUCED IDENTIFICATION:

(type of ID)

Signature of Notary — 01/08/2024 (Commission expires)

MAUREEN NORTON
Print Name of Notary Public

Notary Public State of Florida
Maureen Norton
My Commission GG 912623
Expires 01/08/2024

FORM F: CONFLICT OF INTEREST NOTIFICATION REQUIREMENT QUESTIONNAIRE

If you are an employee, board member, elected official(s) or an immediate family member of any such person, please indicate the relationship below. Pursuant to the City of Hallandale Beach Standards of ethics any potential conflict of interest must be disclosed and if requested, obtain a conflict-of-interest opinion or waiver from the Board of Directors prior to entering into a contract with the City.

1. Name of Firm submitting a response to this BID.

M&M ASPHALT MAINTENANCE INC., D/B/A ALL COUNTY PAVING

2. Describe each affiliation or business relationship with an employee, board member, elected official(s) or an immediate family member of any such person of the City of Hallandale Beach or Hallandale Beach Community Redevelopment Agency; if none so state.

N/A -NONE

3. Name of City of Hallandale Beach or Hallandale Beach Community Redevelopment Agency employee, board member, elected official(s) or immediate family member with whom filer/respondent/Firm has affiliation or business relationship; if none so state.

N/A -NONE

4. Describe any other affiliation or business relationship that might cause a conflict of interest; if none so state.

N/A -NONE

Signature of person/Firm

10/16/2023
Date

FORM G: DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087

Hereby certified that M&M ASPHALT MAINTENANCE INC., D/B/A ALL COUNTY PAVING does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through I implementation of this section.

As a person authorized to sign the statement, I certify that this Firm complies fully with the above requirements.

10/16/2023
DATE

FIRM'S SIGNATURE

FORM H: ANTI-KICKBACK AFFIDAVIT

STATE OF Florida)
) SS:
COUNTY OF Palm Beach)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein Bid/RFP will be paid to any employees of the City of Hallandale Beach and its elected officials, as a commission, kickback, reward, or gift, directly or indirectly by me or any member of my Firm or by an officer of the corporation.

By: _____
Signature of Authorized Officer per Sunbiz

Kenneth Goldberg
Print Name of Authorized Officer per Sunbiz

President
Title of Authorized Officer per Sunbiz

Sworn and subscribed before me this 12TH day of OCTOBER, 2023.

NOTARY PUBLIC

State of Florida at Large

My Commission Expires: 01/08/2024

Notary Public State of Florida
Maureen Norton
My Commission GG 912623
Expires 01/08/2024

FORM I: CONFIDENTIALITY FORM

Sealed bids/proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from Chapter 119, Florida Statutes. The Proposer must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "Attachment to Invitation to Bid, *BID Number and Name* - Confidential Material".

The Proposer must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Proposer asserts to be exempt from public disclosure and placed elsewhere in the proposal will be considered waived by the Proposer upon submission, effective after opening.

Proposer should take special note of this as it relates to proprietary information that might be included in this solicitation.

If N/A please circle: N/A

I, Kenneth Goldberg, President
Name of authorized Officer per Sunbiz and/or legal documentation Title

of M&M ASPHALT MAINTENANCE INC., D/B/A ALL COUNTY PAVING
Name of Firm as it appears on Sunbiz and/or legal documentation hereby, attest that I have the authority to sign this notarized certification and certify that the Firm complies with the above requirements.

Signature — President
Title

FORM J: SCRUTINIZED COMPANIES

M&M ASPHALT MAINTENANCE INC., D/B/A ALL COUNTY PAVING (Name of Vendor) hereby certifies that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. Contractor further represents that it is not, and for the duration of the Contract will not be, ineligible to contract with the City on any of the grounds stated in Section 287.135, Florida Statutes. Contractor represents that it is, and for the duration of this Contract will remain, in compliance with Section 286.101, Florida Statutes

☑ **Affirm**

FORM K: BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

The undersigned [CONTRACTOR] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress,an officer or employee of Congress, or an employee of a Member of Congress in connection with the awardingof any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencingor attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employeeof Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, orcooperative agreement, the CONTRACTOR shall complete and submit Standard Form- LLL, "Disclosure Formto Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents forall subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperativeagreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction wasmade or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails tofile the required certification shall be subject to a civil penalty of not less than $10,000 and not more than
$100,000 for each such failure.

The CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification anddisclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

M&M ASPHALT MAINTENANCE INC., D/B/A ALL COUNTY PAVING
COMPANY NAME:

Kenneth Goldberg	President
NAME OF AUTHORIZED OFFICIAL	TITLE
	10/12/2023
SIGNATURE OF AUTHORIZED OFFICIAL	DATE

FORM L: NON-COLLUSION AFFIDAVIT

STATE OF Florida)
) SS:
COUNTY OF Palm Beach)

I, the undersigned hereby duly sworn, depose and say that:

1. He/she is the Bidder that has submitted the attached bid proposal.
2. He/she is fully informed respecting the preparation and contents of the attached bid proposal and of allpertinent circumstances respecting such bid proposal.
3. Such bid proposal is genuine and is not a collusive or sham bid proposal.
4. Neither the said Bidder nor any of its officers, partners, owners, agent representatives, employees or partiesin interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other bidder, firm or person, to submit a collusive or sham proposal in connection with the Agreement for which the attached bid proposal has been submitted or to refrain from proposing in connection with suchAgreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communicationor conference with any other bidder, firm or person to fix the price or prices in the attached bid proposal or of any other bidder, or to fix any overhead, profit or cost element of the bid proposal price or the bid proposal price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the City of Hallandale Beach, Florida, or any person interested in the proposed Agreement.
5. The price or prices quoted in the attached bid proposal are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the Bidder or any of its agents, representatives,owners, employees, or parties of interest, including affiant.

By: _____
Signature of Authorized Officer per Sunbiz

Kenneth Goldberg
Print Name of Authorized Officer per Sunbiz

President
Title of Authorized Officer per Sunbiz

Sworn and subscribed before me this 12TH day of OCTOBER, 2023

NOTARY PUBLIC

State of Florida at Large
My Commission Expires: 01/08/2024

Notary Public State of Florida
Maureen Norton
My Commission GG 912623
Expires 01/08/2024

FORM M: AMERICANS WITH DISABILITIES ACT AFFIDAVIT

The undersigned swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the City of Hallandale Beach, Florida.

The Contractor shall not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the City of Hallandale Beach be held liable for the actions or omissions of the Contractor or any other party or parties to the Agreement for failure to comply with the ADA. The Contractor agrees to hold harmless and indemnify the City of Hallandale Beach, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the Contractor's acts or omissions in connection with the ADA.

By: _____
Signature of Authorized Officer per Sunbiz

Kenneth Goldberg
Print Name of Authorized Officer per Sunbiz

Presdient
Title of Authorized Officer per Sunbiz

Sworn and subscribed before me this 12TH day of OCTOBER, 2023

NOTARY PUBLIC

State of Florida at Large

My Commission Expires: 01/08/2024

Notary Public State of Florida
Maureen Norton
My Commission GG 912623
Expires 01/08/2024

FORM N: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Contractor Covered Transactions

   a. The prospective contractor certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department or agency.

   b. Has not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c. Is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and

   d. Has not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

2. Where the prospective contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

I, Kenneth Goldberg, President
Name of authorized Officer per Sunbiz — Title

of M&M ASPHALT MAINTENANCE INC., D/B/A ALL COUNTY PAVING
Name of Firm as it appears on Sunbiz

hereby attest that I have the authority to sign this notarized certification and certify that the above referenced information is true, complete and correct.

Signature — Kenneth Goldberg
Print Name

STATE OF FLORIDA

COUNTY OF PALM BEACH

SWORN TO AND SUBSCRIBED BEFORE ME THIS 12TH DAY OF

OCTOBER, 2023 BY KENNETH GOLDBERG,

TO ME PERSONALLY KNOWN OR PRODUCED IDENTIFICATION:

(Type of ID)

Signature of Notary

01/08/2024
Commission expires

MAUREEN NORTON
Print Name of Notary Public

Notary Public State of Florida
Maureen Norton
My Commission GG 912623
Expires 01/08/2024

FORM O: ACKNOWLEDGEMENT OF ADDENDA

Instructions: Complete Part I or Part II, whichever is applicable.

The Proposer shall indicate below each Addendum received. The Proposer may contact the Procurement Division at 954-457-1331 or visit the City of Hallandale Beach website at https://www.hallandalebeachfl.gov/417/Solicitation-Notifications to confirm the number of addenda (if any) that have been issued.

PART I: Please list below each of the Addendum received in connection with this solicitation. Please include the Addendum number, the title is not required.

Addendum #
Addendum 01
Addendum #02
Addendum #03
Addendum #04

PART II:

____ No Addendum was received in connection with this solicitation.

Authorized Signature: _____ Date: 10/16/2023

Print Name: Kenneth Goldberg Title: President

Firm Name: M&M ASPHALT MAINTENANCE INC., D/B/A ALL COUNTY PAVING

FORM P: REFERENCE FORM

Please note that the three (3) references provided below must be the same as the projects/contracts provided for response to MQR # 5. THE BELOW FORM MUST BE COMPLETED BY YOUR REFERENCE AND PROVIDED WITH YOUR PROPOSAL SUBMISSION.

BID # FY 2022-2023-019 ROADWAY RESTORATION AND REPAIR
PROPOSING FIRM'S NAME(S): M & M Asphalt Maintenance Inc. d.b.a. All County Paving
PROJECT NAME: Annual Pavement Resurfacing No. 2018-055
NAME OF FIRM THAT WAS AWARDED THE AGREEMENT: M & M Asphalt Maintenance Inc. d.b.a. All County Paving
WAS THE FIRM THE PRIME CONTRACTOR FOR THE PROJECT: YES [X] NO [ ]

Name of reference:	Clecio De Sa	**Phone:**	561-416-3429
Title of reference:	Assistant City Engineer	**E-mail Address:**	cdesa@myboca.us
Company/Employer:	City of Boca Raton		

Please answer the following questions regarding services provided by the Proposer named above.

1. Provide detailed information about the level of commitment of the Firm to your Project. Did the Firm devote the time, and personnel necessary to successfully complete the entities needs?

Yes, M & M Asphalt Maintenance has always devoted the time and personnel to complete the projects within stipulated time in each work order.

2. Provide detailed information about the competence, accessibility, and responsiveness of the Firm's personnel supervising and performing the work on the Project.

M &M Asphalt Maintenance Supervisors have been always very professional and responsive whenever receiving directions and/or feedback from our filed inspectors on the project.

3. Provide detailed information about the Firm's response time as required by your Agreement. Were there ever any issues and why.

No issues, contractor responded within agreement time.

4. Provide detailed information about the Firm's success at minimizing any issues.

Contractor adapted their working hours per your request to minimize traffic impact, there was also one instance where they performed night work to minimize disruption to adjacent business.

5. Provide details on what type of service the Firm provided? How satisfied are you with the end result?

Firm performed milling, resurfacing and pavement markings with good end results.

6. What was the value of the Project?

The City has issued about 23 Work Orders under this contract, about $7,310,353.21 released since November 2020. Some project specific values:

WO 18 - Yamato Rd $1,543,503.29
WO 13 - Spanish River Blvd $1,032,745.10

7. Would you consider this Firm for this type of work in the future?

Yes

ADDITIONAL COMMENTS:

N/A

PERSON PROVIDING REFERENCE (PRINT NAME):	Clecio De Sa
PRINT TITLE:	Assistant City Engineer

SIGNATURE: _____ **Date:** 10/13/2023

FORM P: REFERENCE FORM

Please note that the three (3) references provided below must be the same as the projects/contracts provided for response to MQR # 5. THE BELOW FORM MUST BE COMPLETED BY YOUR REFERENCE AND PROVIDED WITH YOUR PROPOSAL SUBMISSION.

BID # FY 2022-2023-019 ROADWAY RESTORATION AND REPAIR
PROPOSING FIRM'S NAME(S): M & M Asphalt Maintenance Inc. d.b.a. All County Paving
PROJECT NAME: Town of Lantana Resurfacing 2023
NAME OF FIRM THAT WAS AWARDED THE AGREEMENT: M & M Asphalt Maintenance Inc. d.b.a. All County Paving
WAS THE FIRM THE PRIME CONTRACTOR FOR THE PROJECT: **YES** [X] **NO** [ ]

Name of reference:	Eddie Crockett	**Phone:**	561-540-5753
Title of reference:	Public Services Director	**E-mail Address:**	ecrockett@lantana.org
Company/Employer:	Town of Lantana		

Please answer the following questions regarding services provided by the Proposer named above.

1. Provide detailed information about the level of commitment of the Firm to your Project. Did the Firm devote the time, and personnel necessary to successfully complete the entities needs?

M&M Asphalt Maintenance devoted the time and personnel necessary for the timely completion of our paving project. The results were exceptional.

2. Provide detailed information about the competence, accessibility, and responsiveness of the Firm's personnel supervising and performing the work on the Project.

The supervisory and management f this project were exceptional

3. Provide detailed information about the Firm's response time as required by your Agreement. Were there ever any issues and why.

There were no issues related to the project

4. Provide detailed information about the Firm's success at minimizing any issues.

The firm got ahead of any potential traffic and dust control issues

5. Provide details on what type of service the Firm provided? How satisfied are you with the end result?

M&M has been our primary paving contractor for years and we look forward to continuing the relationship in FY24

6. What was the value of the Project?

$500,000.00

7. Would you consider this Firm for this type of work in the future?

The Town intends to work with M & M Asphalt Maintenance for many more years.

ADDITIONAL COMMENTS:

Very good company to work with.

PERSON PROVIDING REFERENCE (PRINT NAME):	Eddie Crockett
PRINT TITLE:	Public Services Director

SIGNATURE: Eddie Crockett **Date:** 10/10/23

FORM P: REFERENCE FORM

Please note that the three (3) references provided below must be the same as the projects/contracts provided for response to MQR # 5. THE BELOW FORM MUST BE COMPLETED BY YOUR REFERENCE AND PROVIDED WITH YOUR PROPOSAL SUBMISSION.

BID # FY 2022-2023-019 ROADWAY RESTORATION AND REPAIR
PROPOSING FIRM'S NAME(S): M & M Asphalt Maintenance Inc. d.b.a. All County Paving
PROJECT NAME: City of Ft. Lauderdale Annual Resurfacing
NAME OF FIRM THAT WAS AWARDED THE AGREEMENT: M & M Asphalt Maintenance Inc. d.b.a. All County Paving
WAS THE FIRM THE PRIME CONTRACTOR FOR THE PROJECT: YES [X] NO [ ]

Name of reference:	Jean Examond	**Phone:**	954-828-4507
Title of reference:	Project Manager II	**E-mail Address:**	jexamond@fortlauderdale.gov
Company/Employer:	City of Ft. Lauderdale		

Please answer the following questions regarding services provided by the Proposer named above.

1. Provide detailed information about the level of commitment of the Firm to your Project. Did the Firm devote the time, and personnel necessary to successfully complete the entities needs?

The contractor exceeded expectations of the city to provide all necessary office & field staff to successfully complete the scope of work required in the contract with the city.

2. Provide detailed information about the competence, accessibility, and responsiveness of the Firm's personnel supervising and performing the work on the Project.

The contractor had highly skilled personnel both in the office & field to schedule and supervise all projects with the city staff.

3. Provide detailed information about the Firm's response time as required by your Agreement. Were there ever any issues and why.

The contractor met or exceeded all of the cities exceptions for scheduling work.

4. Provide detailed information about the Firm's success at minimizing any issues.

The contractor is extremely well and handling the needs of the cities residents and managing traffic to complete the work quickly & efficiently.

5. Provide details on what type of service the Firm provided? How satisfied are you with the end result?

Milling & resurfacing of roads throughout the city to included necessary traffic control & pavement markings. We are extremely satisfied with the contractors work.

6. What was the value of the Project?

$2,000,000.00

7. Would you consider this Firm for this type of work in the future?

Yes we hope that can continue to work with the contractor.

ADDITIONAL COMMENTS:

We highly recommend this contractor to be considered for your project.

PERSON PROVIDING REFERENCE (PRINT NAME):	Jean Examond
PRINT TITLE:	Project Manager II

SIGNATURE: Jean E **Date:** 10/11/23

NIELSON, ROSENHAUS & ASSOCIATES
A NIELSON HOOVER GROUP COMPANY

ACRISURE
AGENCY PARTNER

October 10, 2023

City of Hallandale Beach
400 South Federal Highway
Hallandale Beach, FL 33009

Re: M & M Asphalt Maintenance, Inc. DBA All County Paving
Project: Roadway Restoration and Repair, Bid # FY 2022-2023-019

To Whom It May Concern:

This is to advise you that our office provides Bid, Performance, and Payment Bonds for M & M Asphalt Maintenance, Inc. DBA All County Paving. Their surety is The Gray Insurance Company, which carries an A.M. Best Rating of A- VIII and is listed in the Department of the Treasury's Federal Register.

Based upon normal and standard underwriting criteria at the time of the request, we should be in a position to provide Performance and Payment Bonds for projects up to $5,000,000 for a single bond and $25,000,000 in the aggregate. We obviously reserve the right to review final contractual documents, bond forms and obtain satisfactory evidence of funding prior to final commitment to issue bonds. We cannot assume liability to any third party, including you, if we do not execute said bonds.

M & M Asphalt Maintenance, Inc. DBA All County Paving is an excellent contractor, and we hold them in the highest regard. We feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

This letter is not an assumption of liability, nor is it a bid or performance and payment bond. It is issued only as a bonding reference requested by our respected client.

If you should have any questions, please do not hesitate to give me a call.

Sincerely,

Kevin Wojtowicz
Florida Licensed Agent

220 Congress Park Drive
Suite 100
Delray Beach, FL 33445
P: 561.454.8210
F: 561.455.4787
W: nielsonbonds.com

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

M & M Asphalt Maintenance, Inc.
DBA All County Paving
1180 SW 10th Street
Delray Beach, FL 33444

SURETY:
(Name, legal status and principal place of business)

The Gray Insurance Company
P.O. Box 6202
Metairie, LA 70009-6202

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

City of Hallandale Beach
400 South Federal Highway
Hallandale Beach, FL 33009

BOND AMOUNT: $ $10,000.00 Ten Thousand Dollars and 00/100

PROJECT:
(Name, location or address, and Project number, if any)

Roadway Restoration and Repair, Bid # FY 2022-2023-019

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 16th day of October, 2023

(Witness)

M & M Asphalt Maintenance, Inc. DBA All County Paving
(Principal) *(Seal)*

By:
(Title)

Rita Lazarides
(Witness) Rita Lazarides

The Gray Insurance Company
(Surety) *(Seal)*

By:
(Title) Kevin Wojtowicz Attorney-in-Fact

S-0054/AS 8/10

Niellson, Wojtowicz, Neu, & Associates
10/10/2023 16:41 1561962012570

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: Bid Bond **Principal:** M & M Asphalt Maintenance, Inc. DBA All County Paving

Project: Roadway Restoration and Repair, Bid # FY 2022-2023-019

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Kevin Wojtowicz, Daniel F. Oaks, Jessica Reno, Devin Phillips, Richard Zimmerman, Christian Collins, and Laura D. Mosholder of St. Petersburg, Florida jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of
$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.

THE GRAY INSURANCE COMPANY SEAL

By: Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 16th day of October , 2023 .

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 16th day of October , 2023 .

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

Lawsuits:

2022 502022-CA-012662 Palm Beach Auto Negligence

Margaret Heger v. M&M Asphalt Maintenance, Inc and Derrick Hall

Car accident with employee not on a job. . Case is in litigation. Discovery is ongoing as to damages. No resolution yet.

2023 502023CA-011622XXXXMB Palm Beach Negligence-Slip and Fall

Dawn and Jeffrey Goebel v. All County Paving, Inc-this is a trip and fall for negligence. Case is in litigation. Discovery is ongoing as to damages. No resolution yet.

2022 CACE-22-007904 Broward Negligence-Slip and Fall

Ynirida Teresa Gallegos De Bravo v. Weston Apartments Corp dba Weston Place Apartments and M&M Asphalt Maintenance, Inc dba All County Paving

This is a trip and fall for negligence. Case is in litigation. Discovery is ongoing as to damages. No resolution yet.

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Detail by Entity Name

Florida Profit Corporation
M & M ASPHALT MAINTENANCE INC.

Filing Information

Document Number	P09000035507
FEI/EIN Number	61-1595442
Date Filed	04/21/2009
Effective Date	04/21/2009
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	09/26/2016
Event Effective Date	NONE

Principal Address

1180 SW 10TH STREET
DELRAY BEACH, FL 33444

Changed: 01/07/2015

Mailing Address

1180 SW 10TH STREET
DELRAY BEACH, FL 33444

Changed: 01/07/2015

Registered Agent Name & Address

GOLDBERG, KENNETH
1180 SW 10TH STREET
DELRAY BEACH, FL 33444

Name Changed: 07/07/2023

Address Changed: 01/07/2015

Officer/Director Detail

Name & Address

Title D, P, S, T

GOLDBERG, KENNETH R
1180 SW 10TH STREET
DELRAY BEACH, FL 33444

Annual Reports

Report Year	Filed Date
2022	01/24/2022
2023	04/17/2023
2023	06/28/2023

Document Images

07/07/2023 -- Reg. Agent Change	View image in PDF format
06/28/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
04/17/2023 -- ANNUAL REPORT	View image in PDF format
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01/08/2021 -- ANNUAL REPORT	View image in PDF format
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01/03/2019 -- ANNUAL REPORT	View image in PDF format
01/15/2018 -- ANNUAL REPORT	View image in PDF format
01/19/2017 -- ANNUAL REPORT	View image in PDF format
09/26/2016 -- Amendment	View image in PDF format
01/15/2016 -- ANNUAL REPORT	View image in PDF format
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04/21/2009 -- Domestic Profit	View image in PDF format
04/21/2009 -- Off/Dir Resignation	View image in PDF format

Florida Department of State, Division of Corporations

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SPADA, ROBERT G

ALL COUNTY PAVING
1180 SOUTHWEST 10TH STREET
DELRAY BEACH FL 33444

LICENSE NUMBER: CGC1534510

EXPIRATION DATE: AUGUST 31, 2024

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.

AGREEMENT Roadway Restoraion All County Paving ISR 1288

Final Audit Report 2024-01-23

Created:	2024-01-23
By:	Jenorgen Guillen (jguillen@cohb.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAA6-fPN_KgnXj-BhQJcBtYNXR2liU2RFs

"AGREEMENT Roadway Restoraion All County Paving ISR 128 8" History

Document created by Jenorgen Guillen (jguillen@cohb.org)
2024-01-23 - 5:43:19 PM GMT

Document emailed to Jeremy Earle (jearle@cohb.org) for signature
2024-01-23 - 5:46:12 PM GMT

Email viewed by Jeremy Earle (jearle@cohb.org)
2024-01-23 - 6:25:36 PM GMT

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Signature Date: 2024-01-23 - 6:25:47 PM GMT - Time Source: server

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2024-01-23 - 6:25:50 PM GMT

Email viewed by Jenorgen Guillen (jguillen@cohb.org)
2024-01-23 - 6:26:21 PM GMT

Document e-signed by Jenorgen Guillen (jguillen@cohb.org)
Signature Date: 2024-01-23 - 6:26:29 PM GMT - Time Source: server

Agreement completed.
2024-01-23 - 6:26:29 PM GMT

ALL COUNTY
NATIONAL PAVEMENT MANAGEMENT SOLUTIONS

Jeff Odoms
Town Of Pembroke Park
3150 Southwest 52nd Avenue
Pembroke Park,FL 33023
jodoms@tppfl.gov
954-966-4600

PROJECT INFORMATION:

S Park Rd
S Park Rd
Pembroke Park,FL 33023
08 / 25 / 2025
PROPOSAL NUMBER: 2025-811607

SCOPE OF WORK:

ADVANCED MOT:
1. Set up advanced MOT to include lane closures, flagman, and signage.

MILL ENTIRE SECTION:
1. Mill entire section 1 inch average
2. Any risers needed for underground utilities will be billed in addition to the contract amount.
3. Haul away all debris.

ASPHALT PAVING:
1. Tack areas with DOT approved primer tack.
2. Level any depressed areas prior to overlay.
3. Install 1 average hot plant mixed asphalt S-III
4. Roll and compact areas using a steel drum and rubber tire roller.
5. Remove any related debris from site

THERMOPLASTIC PAVEMENT MARKINGS
1. Clear away loose dirt and debris.
2. Pour thermoplastic road marking materials to include:pavement markings in newly paved sections. Does not include Bikeman Symbols
3. Thermoplastic will be applied at a rate of 90 wet mils.
4. Glass beads will be incorporated in the material for retro-reflectivity.

*Project bid with typical industry and municipal standards. City specifications, permit and code requirements are subject to change without notice.

REFLECTIVE PAVEMENT MARKERS (RPMs): (45) Quantity (Amber & Blue) Color

*Project bid with typical industry and municipal standards. City specifications, permit and code requirements are subject to change without notice.

ALL COUNTY
NATIONAL PAVEMENT MANAGEMENT SOLUTIONS

Jeff Odoms
Town Of Pembroke Park
3150 Southwest 52nd Avenue
Pembroke Park,FL 33023
jodoms@tppfl.gov
954-966-4600

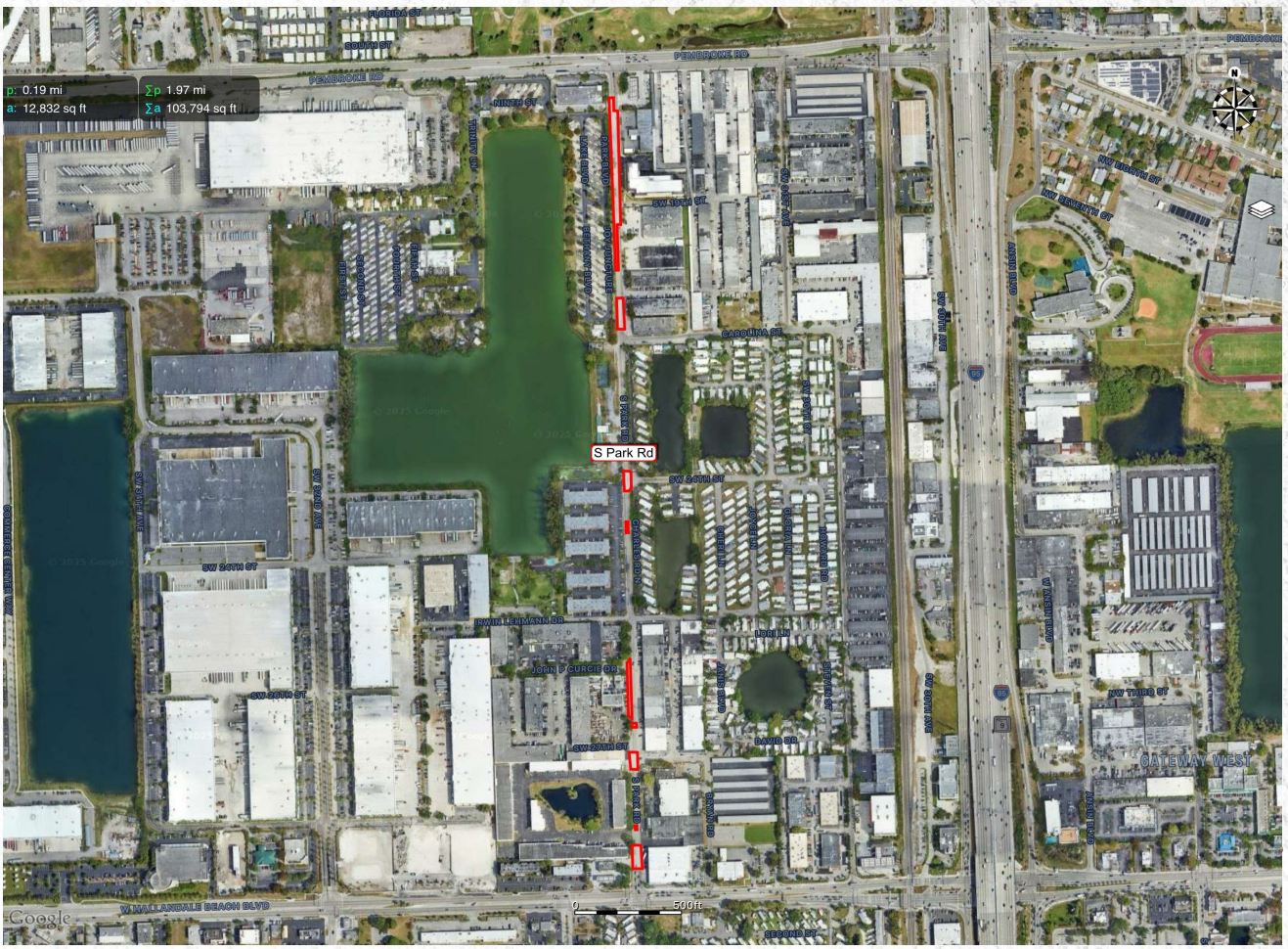


INVITATION TO BID (ITB)
BID # FY 2022-2023-019
ROADWAY RESTORATION AND REPAIR

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1	Mobilization/Demobilziation (per work order)	EA	1	$ 1,100.00	$ 1,100.00
2	Type I Barricade per FDOT Standard Index No. 102-600. Provide for project duration up to 14 days	EA	100	$ 6.15	$ 615.00
4	Type III Barricade per FDOT Standard Index No. 102-600. Provide for project duration up to 14 days	EA	50	$ 6.65	$ 332.50
5	MOT Certified Flagman (per person)	HR	180	$ 75.00	$ 13,500.00
6	Remove and dispose of unsuitable material	CY	60	$ 25.00	$ 1,500.00
9	1-inch Type S-III Asphaltic Concrete place by paving machine, including prime/ tack material & compaction (151 ton to 499-ton assignments)	TON	323	$ 178.00	$ 57,494.00
11	1-inch Average thickness- Roadway Milling, including mobilization, all incidental work & equipment to include hauling off, stockpiling, or otherwise disposing of material	SY	5100	$ 2.95	$ 15,045.00
12	Sawcut, Remove and Replace 1.5" of Asphalt (two lifts)	SY	225	$ 47.00	$ 10,575.00
13	Thermo Plastic (Yellow Solid 6")	LF	520	$ 2.75	$ 1,430.00
19	Thermo Plastic (White Solid 6")	LF	3148	$ 2.75	$ 8,657.00
25	Thermo Plastic (Arrows) 1 part	EA	4	$ 100.00	$ 400.00
26	Traffic Paint (All widths and colors)	SF	2370	$ 2.85	$ 6,754.50
27	Retro-Reflective Pavement Markers – Blue (remove and replace)	EA	5	$ 13.25	$ 66.25
29	Retro-Reflective Pavement Markers – Amber/Amber (remove and replace)	EA	40	$ 13.25	$ 530.00
		PROJECT TOTAL (ITEMS 1-30)			$ 117,999.25

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PRE-JOB PHOTOS & SITE MAPS



South FL. Corporate Office
1180 SW 10th St.
Delray Beach, FL 33444
561-588-0949

GIVING CUSTOMERS
AN UNMATCHED ASPHALT EXPERIENCE
35 YEARS OF DEVELOPING UNIQUE SOLUTIONS

Paving Advisor
Josh Marfleet
T: +1 561-302-9361
E: jmarfleet@allcountypaving.com

PAVEMENT MAINTENANCE & RECONSTRUCTION
TOP CONTRACTOR
2014-2015-2016-2017-2018-2019-2020-2021-2022-2023

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PROPOSAL TOTAL:

All County Paving proposes to furnish the material and perform the labor necessary for the completion of project in accordance to specifications, and subject to the terms and conditions stated herein for the sum of:

$ 117,999.25

** this price excludes any options.*

Checks payable to M&M ASPHALT MAINTENANCE, INC. D/B/A ALL COUNTY PAVING

AUTHORIZATION TO PROCEED & CONTRACT:

All Prices quoted are subject to change based on market conditions. This proposal price is based on work being completed during the hours of 7:00 AM and 6:00 PM, Monday-Thursday, Friday 7:00 AM – 12:00 PM excluding holidays, nights and weekends. Additional fees will apply if work is required to be completed on holidays, at night or on the weekends. Please contact your sales representative for details.

ACCEPTED: Prices, specifications, terms and conditions are hereby accepted and agreed to by the customer. You are authorized to do the work as specified. Customer agrees to pay the total sum or balance in full upon completion of this project. Payment will be made as outlined below. When signed, this proposal becomes a legally binding contract between All County Paving and the Customer. E&OE

A signed proposal and deposit are required prior to the scheduling of the work.

PAYMENT TERMS: As Per Terms & Conditions of Purchase Order

M&M ASPHALT MAINTENANCE, INC.
D/B/A ALL COUNTY PAVING

Joshua Marfleet

Josh Marfleet

Paving Advisor Printed Name

08 / 25 / 2025
Date

Town Of Pembroke Park

Signature of Approval by Customer

Printed Name & Title/Position

Date

☐ Please select if billing information differs from above.

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TERMS AND CONDITIONS

1. Our proposals are limited to included items only, anything not specifically included is excluded from the contract. Any alteration or deviation from proposal specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the contract.
2. The proposal or contract provided, including all stated terms and conditions, shall become a legally binding attachment to any contract entered between All County Paving and the financially responsible company for which the work will be performed.
3. 90% of contract amount and change orders must be paid prior to completing punch list items and/or any changes for additional work required by cities or municipalities
4. For projects requiring city or county permits, All County Paving will coordinate the process and charge Procurement Fees $795.00 per application, plus cost of permit(s). Any additional work required by the permit(s) will be a change order to the contract. If the Owner / Authorized Agent/ Customer directs this work to be completed without required permitting, all costs including, but not limited to, fees, expediting and fines are the responsibility of the Owner / Authorized Agent/ Customer.
5. Change orders, additions or extras requested by Owner, Contractor or Municipality will be invoiced as an addition to the contract and shall not delay payment of the original contract sum. All Change Orders must be approved and signed by authorized representative,
6. It is understood and agreed that all work is performed “weather permitting”.
7. Tow Trucks need to be arranged 5 days prior to the start of work and must be on call to remove cars from the scheduled work zone as necessary. The Customer is responsible for towing services and any created delays. If any cars are left in the area of work, All County Paving cannot be held responsible for any damage to the vehicle.
8. The customer is responsible to notify all landscapers and garbage companies to not show on the area of work the day we are performing work. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change.
9. All County Paving cannot guarantee sealcoat longevity where there is standing water. Cracks in pavement will still be noticeable after sealcoating. Tire turning marks will be visible at first but will disappear over time.
10. If there are existing car stops on the property, the new line striping of the parking stalls will not be installed beyond the car stop(s) unless they are removed. The striping machine cannot fit between the car stops. If you would like the existing car stops removed during the striping phase, there will be additional costs associated with this scope of work. It is the customer’s responsibility to inform All County Paving if this is desired prior to commencement of the project.
11. Any broken car stops will be replaced at an additional cost of $85.00 each.
12. Reflective Pavement Markers are excluded from the warranty. Any additional reflective pavement markers that are required by the city code will be an additional charge of $10.00 each to the contract amount.
13. Asphalt Repairs/Paving: If the actual asphalt is determined to be thicker than the proposed depth once the area(s) are excavated, All County Paving will provide photo documentation showing the additional depth and a change order will be sent to customer the additional material.
14. Additional mobilization(s) to be billed at $2,000.00 each for **Asphalt Repairs**. This charge may be billed due to, but not limited to: site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Customer /Authorized Agent without prior consent of contractor or repairs to work caused by trespassing.
15. Additional mobilization(s) to be billed at $2,000.00 each for **Sealcoating.** This charge may be billed due to, but not limited to: site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Customer /Authorized Agent without prior consent of contractor or repairs to work caused by trespassing.
16. Additional mobilization(s) to be billed at $2,400.00 each for **Concrete Services.** This charge may be billed due to, but not limited to: site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Customer /Authorized Agent without prior consent of contractor or repairs to work caused by trespassing.
17. Additional mobilization(s) to be billed at $7,200.00 each for **Paving.** This charge may be billed due to, but not limited to: site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Owner/Authorized Agent without prior consent of contractor or repairs to work caused by trespassing. All County Paving will provide a schedule to be approved by Customer prior to any additional mobilizations.
18. If All County Paving is performing milling and/or paving, the customer acknowledges that this work will not result in new elevations/grades. This means that any existing ponding water will not be rectified by performing this scope of work. It is the owner's responsibility to notify the account manager if there is ponding water. The only method to improve standing water is to perform additional rock and grading work which will be an additional cost.
19. All County Paving cannot guarantee 100% drainage in areas where the design grade is less than 1% fall.
20. All County Paving will not accept responsibility for reflective cracking of new asphalt overlay due to the cracked condition of the existing asphalt pavement.
21. This Proposal does not include asphalt leveling or asphalt overruns unless stated otherwise in the original scope of work. Customer agrees to pay to leveling and overruns at $205.00 per ton.
22. Crack Sealing: Hairline cracks, alligatored or spider web cracks or other failing asphalt areas cannot and will not be crack sealed. Crack sealing is designed to keep water out, not in, so ground water is subject to seep from wet areas.
23. All underground utilities including electrical, plumbing and irrigation lines if damaged or broken are the responsibility of the customer and not All County Paving. If All County Paving needs to repair damages, the costs will be billed to the owner as a change order.
24. All County Paving will not be responsible for trafficking, paint tracking or damage to cars or persons trespassing in designated construction areas.
25. All County Paving recommends a Civil Engineer be retained for ADA upgrades. As such All County Paving makes no claim that existing or ADA upgrades will meet any/all local, state and federal guidelines on ADA compliance.
26. The prices used in this proposal are based on the condition that all work quoted will be accepted in total.
27. In the event of any litigation or other proceeding arising out of this agreement, the prevailing party shall be entitled to collect its attorneys' fees and all costs of litigation from the other party, including appellate attorneys' fees.
28. There will be a charge of $47.50 above the Contract amount to dispose of used materials at an approved environmentally compliant waste facility.
29. Due to the fluctuations in the petroleum markets, All County Paving will impose a fuel surcharge
30. All accounts past due will incur a finance charge of 1.5% per month.

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TERMS AND CONDITIONS CONTINUED

SEALCOATING | CUSTOMER INSTRUCTIONS AND INFORMATION

1. Barricaded Parking Lot: It is vital that all vehicles are removed from our area of work no later than 7:15 am, unless otherwise agreed. Our project costs are based on the property having all cars, people and objects off the area of work. Tow Trucks need to be arranged 5 days prior to the start of any work and must be on call to remove cars from the scheduled work zone. If any cars are left in the area of work, we cannot be held responsible for any damage to the vehicles. There will be additional costs if we are unable to access the work area billed at a minimum of $2,000.00.
2. Cleaning: Customer is responsible for any “heavy cleaning”; otherwise, All County Paving will bill for this additional cleaning.
3. Cracking: cracks in pavement will still be noticeable after Sealcoating
4. Lawn Fertilization: should not be installed seven days before or after service.
5. Rain: If it's raining the day of scheduled service, assume we aren't coming, and we will contact you to reschedule as soon as possible. If it rains after our installation, please contact your representative. We monitor the weather closely and can generally predict this very well. If an unexpected storm happens, we will touch up any areas where sealer has not bonded.
6. The sprinkler system should be off 24 hours prior to the commencement of your project and stay off 48 hours after completion of project. The surface must be dry for our arrival as areas where the newly sealed pavement is wet may wear prematurely.
7. Newly sealcoated areas will be barricaded for 24-48 hours after each project phase completion. It is the responsibility of the customer to keep the area clear to allow proper curing of the material. Failure to do so will void any warranty.
8. Sealer: will take a minimum of 30 days to fully cure and is sensitive to animal droppings, tree droppings; water stains from irrigation systems, ponding water & tire markings during this time. This is normal, it will fade over time. Areas of shade will take longer to dry and cure than areas in the direct sunlight.
9. Driving on Surface: Once you start driving on sealed surface, avoid turning your wheels unless your car is moving. Understand when wheels are turned on a freshly sealed parking lot, scuffing and turn marks will be evident, in time they will blend in with surrounding surface.
10. Overspray on Grass: where grass meets your pavement, you may expect a small spray of sealer. This is normal and will disappear generally after the next mowing.
11. Weeds: It is important to note that we have proposed all work at the time of the assessment. If you decide to do work months after we look at the project, if your parking area has developed excessive weeds in the cracked areas as well as the edge lines for any reason, there may be additional costs for treatment & removal.

PAVING | CUSTOMER INSTRUCTIONS AND INFORMATION

1. Barricaded Parking Lot: It is vital that all vehicles are removed from our area of work no later than 7:15 am, unless otherwise agreed. As you can imagine, our project costs are based on the property having all cars, people and objects off the area of work. Tow Trucks need to be arranged 5 days prior to the start of any work and must be on call to remove cars from the scheduled work zone. If any cars are left on the area of work, we cannot be held responsible for any damage to the vehicles. There will be additional costs if we are unable to access the work area billed at a minimum of $7,200.00
2. Site Services: The property is responsible to notify all landscapers and garbage companies to not show on the area of work the day we are performing work. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change.
3. Rain: If it's raining the day of scheduled service, assume we aren't coming and we will contact you to reschedule as soon as possible. If it rains after our installation, please contact your representative. We monitor the weather closely and can generally predict accurately.
4. Sprinklers should be off 24 hours prior until 48 hours after service. Avoid lawn cutting during this same period of time. The surface must be dry for our arrival.
5. Drainage: All County Paving cannot guarantee 100% drainage in areas where the design grade is less than 1% fall.
6. All County Paving will not accept responsibility for reflective cracking of new asphalt overlay due to the cracked condition of the existing asphalt pavement.
7. De-mucking and removal of unsuitable materials not included.
8. Driving on Surface: Once you start driving on the paved surface, avoid turning your wheels unless your car is moving. Understand that when wheels are turned on a freshly paved asphalt surface, scuffing and turn marks will be evident, and will blend in over time.

LINE STRIPING & ADA | CUSTOMER INSTRUCTIONS AND INFORMATION

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2. Line striping will match all existing pavement markings unless changes are approved by the customer and municipality.
3. All County Paving is not responsible for any tracking of paint caused by any vehicles and/or pedestrians if the barricades are moved prematurely or without authorization. The project manager will remove the barricades once the material has cured properly.
4. If existing curbs are flaking, it is not recommended to re-paint them without sand-blasting or power-washing them first. All County Paving will not be held responsible for flaking if proper procedure is not taken prior to painting.

WARRANTY AND CONDITIONS

1. This proposal is based on the price of the liquid asphalt index as per FDOT. If there is an increase from the date of this proposal additional costs will be incurred.
2. This proposal is good for 30 days. If work is unable to start based upon permit requirements or weather additional cost will be charged for the increase of FDOT by Bituminous index, based upon proposal date above and the stated published index prior to mobilization a change order will be presented prior to mobilization.
3. Due to aggregate shortages, this proposal is based on FOB asphalt prices. If the price increases from the date of this proposal, additional costs will apply.
4. All material guaranteed to be installed exactly as specified.
5. Due to unforeseeable conditions during excavation, depths may go deeper than anticipated. A change order may be necessary should this occur.
6. All County Paving reserves the right to withdraw the contract at any time prior to the commencement of work should material price fluctuations rise significantly.
7. The cost of and obtaining of all permits, bonds, stakeouts, cut sheets, engineering and testing are excluded.
8. In the event of undesirable sub-base or base course conditions, if the customer or authorized agent insists on the installation of any part of the pavement without authorizing corrective action, All County Paving will not be responsible for any subsequent pavement failures and will be paid as stated in the contract. All County Paving shall not be liable for any failure to undertake or complete the work for causes beyond our control.
9. The existing surface will be expected to support the weight of all required construction equipment. If due to poor sub-grade conditions sinking may occur when we drive onto your site, All County Paving will not be held responsible for damages to any concrete or asphalt due to the weight of our trucks & equipment.
10. All County Paving cannot guarantee elimination of standing water.
11. All County Paving assumes no liability for damage to any utilities such as, but not limited to, gas, electric, plumbing, phone, cable, dog fencing, sprinklers and culvert pipes.
12. There will be a charge of $47.50 above the contract amount to dispose of used materials at an approved environmentally compliant waste facility.
13. Due to the fluctuations in the petroleum markets, All County Paving will impose a fuel surcharge.
14. All County Paving will provide a one (1) year warranty, starting on the last day of substantial completion, on materials and workmanship. Normal wear and tear is not covered by this warranty. No warranties will be honored unless payment is made in full.

ALL COUNTY
NATIONAL PAVEMENT MANAGEMENT SOLUTIONS

Jeff Odoms
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3150 Southwest 52nd Avenue
Pembroke Park,FL 33023
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954-966-4600

PROJECT INFORMATION:

Carolina St & SW 25th St
Carolina St & SW 25th St
Pembroke Park,FL 33023
08 / 25 / 2025
PROPOSAL NUMBER: 2025-811603

SCOPE OF WORK:

ADVANCED MOT:
1. Set up advanced MOT to include lane closures, flagman, and signage.

MILL ENTIRE SECTION:
1. Mill entire section 1 inch average
2. Any risers needed for underground utilities will be billed in addition to the contract amount.
3. Haul away all debris.

ASPHALT PAVING:
1. Tack areas with DOT approved primer tack.
2. Level any depressed areas prior to overlay.
3. Install 1 average hot plant mixed asphalt S-III
4. Roll and compact areas using a steel drum and rubber tire roller.
5. Remove any related debris from site

THERMOPLASTIC PAVEMENT MARKINGS
1. Clear away loose dirt and debris.
2. Pour thermoplastic road marking materials to include:Stop Bars, 50' of double yellow at each stop bar, white chevrons on new speed hump
3. Thermoplastic will be applied at a rate of 90 wet mils.
4. Glass beads will be incorporated in the material for retro-reflectivity.

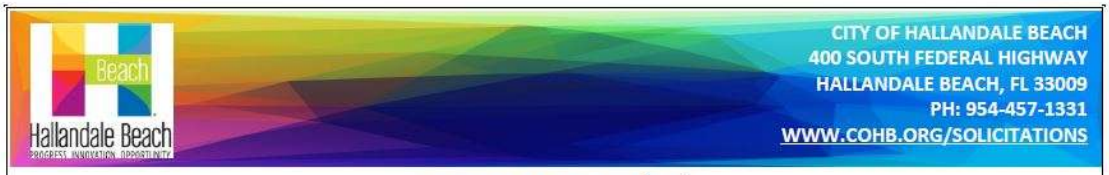
*Project bid with typical industry and municipal standards. City specifications, permit and code requirements are subject to change without notice.

12' SPEED HUMP ON CAROLINA ST:
1. Clean and Prep areas where speed humps are to be installed.
2. Tack area with a DOT approved primer tack.
3. Install speed humps 12 feet wide + or -, by 4" high + or -, by the length of the roadway using hot plant mixed asphalt, type S-III.
4. Roll and compact the newly installed speed humps.
5. Paint new speed humps using DOT approved yellow latex traffic paint.
6. Haul away any related debris.

REFLECTIVE PAVEMENT MARKERS (RPMs): (13) Quantity (Amber & Blue) Color

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BID # FY 2022-2023-019
ROADWAY RESTORATION AND REPAIR

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
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16	Thermo Plastic (Yellow Solid 12")	LF	60	$ 5.50	$ 330.00
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		PROJECT TOTAL (ITEMS 1-30)			$ 75,977.55

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PRE-JOB PHOTOS & SITE MAPS





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PROPOSAL TOTAL:

All County Paving proposes to furnish the material and perform the labor necessary for the completion of project in accordance to specifications, and subject to the terms and conditions stated herein for the sum of:

$ 75,977.55

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Checks payable to M&M ASPHALT MAINTENANCE, INC. D/B/A ALL COUNTY PAVING

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ACCEPTED: Prices, specifications, terms and conditions are hereby accepted and agreed to by the customer. You are authorized to do the work as specified. Customer agrees to pay the total sum or balance in full upon completion of this project. Payment will be made as outlined below. When signed, this proposal becomes a legally binding contract between All County Paving and the Customer. E&OE

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PAYMENT TERMS: As Per Terms & Conditions of Purchase Order

M&M ASPHALT MAINTENANCE, INC.
D/B/A ALL COUNTY PAVING

Joshua Marfleet

Josh Marfleet

Paving Advisor Printed Name

08 / 25 / 2025
Date

Town Of Pembroke Park

Signature of Approval by Customer

Printed Name & Title/Position

Date

☐ Please select if billing information differs from above.

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15. Additional mobilization(s) to be billed at $2,000.00 each for **Sealcoating.** This charge may be billed due to, but not limited to: site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Customer /Authorized Agent without prior consent of contractor or repairs to work caused by trespassing.
16. Additional mobilization(s) to be billed at $2,400.00 each for **Concrete Services.** This charge may be billed due to, but not limited to: site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Customer /Authorized Agent without prior consent of contractor or repairs to work caused by trespassing.
17. Additional mobilization(s) to be billed at $7,200.00 each for **Paving.** This charge may be billed due to, but not limited to: site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Owner/Authorized Agent without prior consent of contractor or repairs to work caused by trespassing. All County Paving will provide a schedule to be approved by Customer prior to any additional mobilizations.
18. If All County Paving is performing milling and/or paving, the customer acknowledges that this work will not result in new elevations/grades. This means that any existing ponding water will not be rectified by performing this scope of work. It is the owner's responsibility to notify the account manager if there is ponding water. The only method to improve standing water is to perform additional rock and grading work which will be an additional cost.
19. All County Paving cannot guarantee 100% drainage in areas where the design grade is less than 1% fall.
20. All County Paving will not accept responsibility for reflective cracking of new asphalt overlay due to the cracked condition of the existing asphalt pavement.
21. This Proposal does not include asphalt leveling or asphalt overruns unless stated otherwise in the original scope of work. Customer agrees to pay to leveling and overruns at $205.00 per ton.
22. Crack Sealing: Hairline cracks, alligatored or spider web cracks or other failing asphalt areas cannot and will not be crack sealed. Crack sealing is designed to keep water out, not in, so ground water is subject to seep from wet areas.
23. All underground utilities including electrical, plumbing and irrigation lines if damaged or broken are the responsibility of the customer and not All County Paving. If All County Paving needs to repair damages, the costs will be billed to the owner as a change order.
24. All County Paving will not be responsible for trafficking, paint tracking or damage to cars or persons trespassing in designated construction areas.
25. All County Paving recommends a Civil Engineer be retained for ADA upgrades. As such All County Paving makes no claim that existing or ADA upgrades will meet any/all local, state and federal guidelines on ADA compliance.
26. The prices used in this proposal are based on the condition that all work quoted will be accepted in total.
27. In the event of any litigation or other proceeding arising out of this agreement, the prevailing party shall be entitled to collect its attorneys' fees and all costs of litigation from the other party, including appellate attorneys' fees.
28. There will be a charge of $47.50 above the Contract amount to dispose of used materials at an approved environmentally compliant waste facility.
29. Due to the fluctuations in the petroleum markets, All County Paving will impose a fuel surcharge
30. All accounts past due will incur a finance charge of 1.5% per month.

ALL COUNTY
NATIONAL PAVEMENT MANAGEMENT SOLUTIONS

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TERMS AND CONDITIONS CONTINUED

SEALCOATING | CUSTOMER INSTRUCTIONS AND INFORMATION

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2. Cleaning: Customer is responsible for any “heavy cleaning”; otherwise, All County Paving will bill for this additional cleaning.
3. Cracking: cracks in pavement will still be noticeable after Sealcoating
4. Lawn Fertilization: should not be installed seven days before or after service.
5. Rain: If it's raining the day of scheduled service, assume we aren't coming, and we will contact you to reschedule as soon as possible. If it rains after our installation, please contact your representative. We monitor the weather closely and can generally predict this very well. If an unexpected storm happens, we will touch up any areas where sealer has not bonded.
6. The sprinkler system should be off 24 hours prior to the commencement of your project and stay off 48 hours after completion of project. The surface must be dry for our arrival as areas where the newly sealed pavement is wet may wear prematurely.
7. Newly sealcoated areas will be barricaded for 24-48 hours after each project phase completion. It is the responsibility of the customer to keep the area clear to allow proper curing of the material. Failure to do so will void any warranty.
8. Sealer: will take a minimum of 30 days to fully cure and is sensitive to animal droppings, tree droppings; water stains from irrigation systems, ponding water & tire markings during this time. This is normal, it will fade over time. Areas of shade will take longer to dry and cure than areas in the direct sunlight.
9. Driving on Surface: Once you start driving on sealed surface, avoid turning your wheels unless your car is moving. Understand when wheels are turned on a freshly sealed parking lot, scuffing and turn marks will be evident, in time they will blend in with surrounding surface.
10. Overspray on Grass: where grass meets your pavement, you may expect a small spray of sealer. This is normal and will disappear generally after the next mowing.
11. Weeds: It is important to note that we have proposed all work at the time of the assessment. If you decide to do work months after we look at the project, if your parking area has developed excessive weeds in the cracked areas as well as the edge lines for any reason, there may be additional costs for treatment & removal.

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2. Site Services: The property is responsible to notify all landscapers and garbage companies to not show on the area of work the day we are performing work. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change.
3. Rain: If it's raining the day of scheduled service, assume we aren't coming and we will contact you to reschedule as soon as possible. If it rains after our installation, please contact your representative. We monitor the weather closely and can generally predict accurately.
4. Sprinklers should be off 24 hours prior until 48 hours after service. Avoid lawn cutting during this same period of time. The surface must be dry for our arrival.
5. Drainage: All County Paving cannot guarantee 100% drainage in areas where the design grade is less than 1% fall.
6. All County Paving will not accept responsibility for reflective cracking of new asphalt overlay due to the cracked condition of the existing asphalt pavement.
7. De-mucking and removal of unsuitable materials not included.
8. Driving on Surface: Once you start driving on the paved surface, avoid turning your wheels unless your car is moving. Understand that when wheels are turned on a freshly paved asphalt surface, scuffing and turn marks will be evident, and will blend in over time.

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2. Line striping will match all existing pavement markings unless changes are approved by the customer and municipality.
3. All County Paving is not responsible for any tracking of paint caused by any vehicles and/or pedestrians if the barricades are moved prematurely or without authorization. The project manager will remove the barricades once the material has cured properly.
4. If existing curbs are flaking, it is not recommended to re-paint them without sand-blasting or power-washing them first. All County Paving will not be held responsible for flaking if proper procedure is not taken prior to painting.

WARRANTY AND CONDITIONS

1. This proposal is based on the price of the liquid asphalt index as per FDOT. If there is an increase from the date of this proposal additional costs will be incurred.
2. This proposal is good for 30 days. If work is unable to start based upon permit requirements or weather additional cost will be charged for the increase of FDOT by Bituminous index, based upon proposal date above and the stated published index prior to mobilization a change order will be presented prior to mobilization.
3. Due to aggregate shortages, this proposal is based on FOB asphalt prices. If the price increases from the date of this proposal, additional costs will apply.
4. All material guaranteed to be installed exactly as specified.
5. Due to unforeseeable conditions during excavation, depths may go deeper than anticipated. A change order may be necessary should this occur.
6. All County Paving reserves the right to withdraw the contract at any time prior to the commencement of work should material price fluctuations rise significantly.
7. The cost of and obtaining of all permits, bonds, stakeouts, cut sheets, engineering and testing are excluded.
8. In the event of undesirable sub-base or base course conditions, if the customer or authorized agent insists on the installation of any part of the pavement without authorizing corrective action, All County Paving will not be responsible for any subsequent pavement failures and will be paid as stated in the contract. All County Paving shall not be liable for any failure to undertake or complete the work for causes beyond our control.
9. The existing surface will be expected to support the weight of all required construction equipment. If due to poor sub-grade conditions sinking may occur when we drive onto your site, All County Paving will not be held responsible for damages to any concrete or asphalt due to the weight of our trucks & equipment.
10. All County Paving cannot guarantee elimination of standing water.
11. All County Paving assumes no liability for damage to any utilities such as, but not limited to, gas, electric, plumbing, phone, cable, dog fencing, sprinklers and culvert pipes.
12. There will be a charge of $47.50 above the contract amount to dispose of used materials at an approved environmentally compliant waste facility.
13. Due to the fluctuations in the petroleum markets, All County Paving will impose a fuel surcharge.
14. All County Paving will provide a one (1) year warranty, starting on the last day of substantial completion, on materials and workmanship. Normal wear and tear is not covered by this warranty. No warranties will be honored unless payment is made in full.

ALL COUNTY
NATIONAL PAVEMENT MANAGEMENT SOLUTIONS

Jeff Odoms
Town Of Pembroke Park
3150 Southwest 52nd Avenue
Pembroke Park,FL 33023
jodoms@tppfl.gov
954-966-4600

PROJECT INFORMATION:

SW 36th Ct
SW 36th Ct & SW 48th Ave
Pembroke Park,FL 33023
08 / 22 / 2025
PROPOSAL NUMBER: 2025-811585

SCOPE OF WORK:

ADVANCED MOT:
1. Set up advanced MOT to include lane closures, flagman, and signage.

MILL ENTIRE SECTION:
1. Mill entire section 1 inch average
2. Any risers needed for underground utilities will be billed in addition to the contract amount.
3. Haul away all debris.

ASPHALT PAVING:
1. Tack areas with DOT approved primer tack.
2. Level any depressed areas prior to overlay.
3. Install 1 average hot plant mixed asphalt S-III
4. Roll and compact areas using a steel drum and rubber tire roller.
5. Remove any related debris from site

THERMOPLASTIC PAVEMENT MARKINGS
1. Clear away loose dirt and debris.
2. Pour thermoplastic road marking materials to include:(1) Stop bar & 50' of 6" double yellow lines
3. Thermoplastic will be applied at a rate of 90 wet mils.
4. Glass beads will be incorporated in the material for retro-reflectivity.

*Project bid with typical industry and municipal standards. City specifications, permit and code requirements are subject to change without notice.

REFLECTIVE PAVEMENT MARKERS (RPMs): (5) Quantity (Amber & Blue) Color

*Project bid with typical industry and municipal standards. City specifications, permit and code requirements are subject to change without notice.

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CITY OF HALLANDALE BEACH
400 SOUTH FEDERAL HIGHWAY
HALLANDALE BEACH, FL 33009
PH: 954-457-1331
WWW.COHB.ORG/SOLICITATIONS

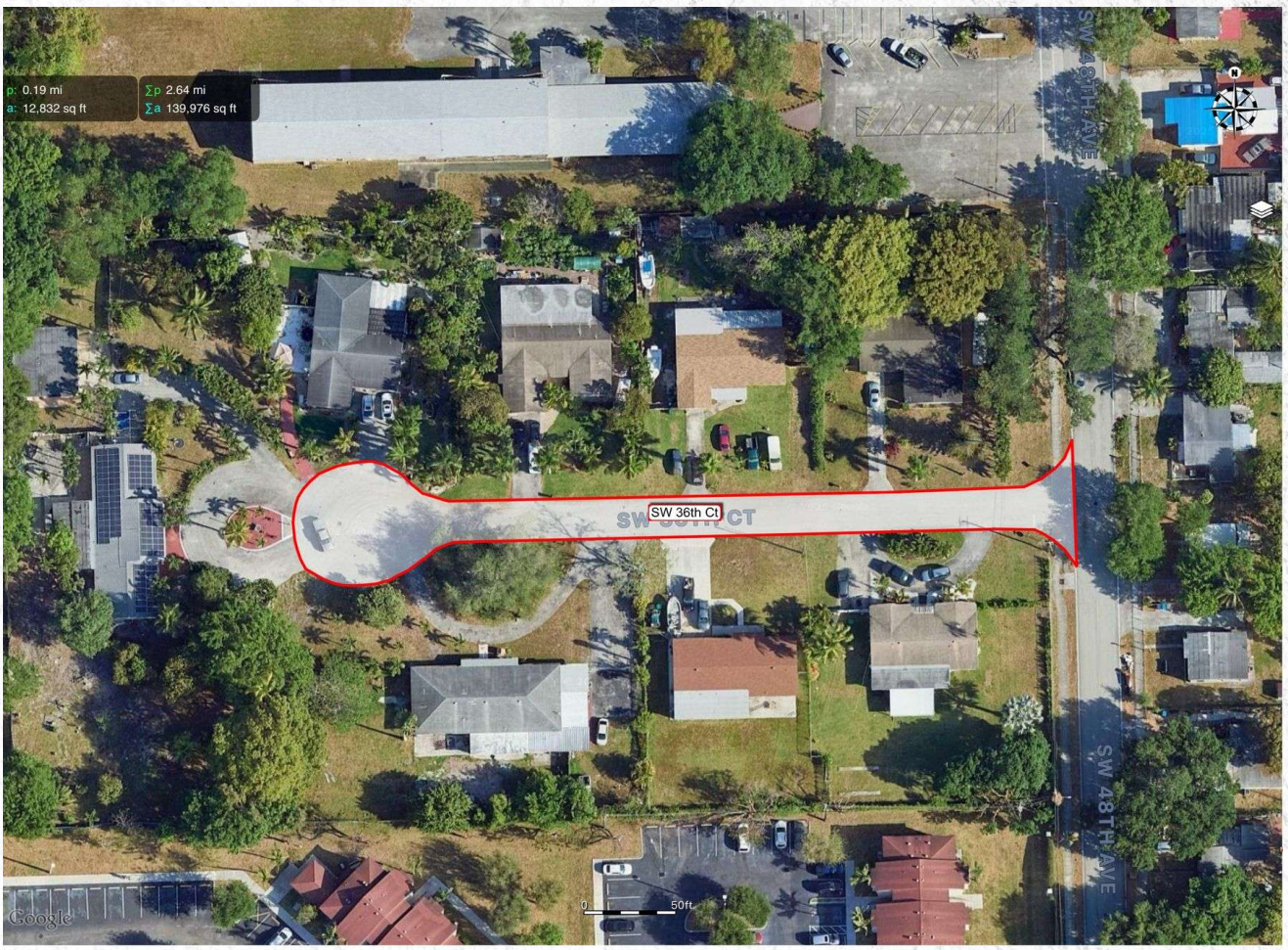
INVITATION TO BID (ITB)
BID # FY 2022-2023-019
ROADWAY RESTORATION AND REPAIR

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1	Mobilization/Demobilziation (per work order)	EA	1	$ 1,100.00	$ 1,100.00
2	Type I Barricade per FDOT Standard Index No. 102-600. Provide for project duration up to 14 days	EA	50	$ 6.15	$ 307.50
4	Type III Barricade per FDOT Standard Index No. 102-600. Provide for project duration up to 14 days	EA	6	$ 6.65	$ 39.90
5	MOT Certified Flagman (per person)	HR	30	$ 75.00	$ 2,250.00
6	Remove and dispose of unsuitable material	CY	60	$ 25.00	$ 1,500.00
8	1-inch Type S-III Asphaltic Concrete place by paving machine, including prime/ tack material & compaction (51 ton to 150-ton assignments)	TON	105	$ 179.00	$ 18,795.00
11	1-inch Average thickness- Roadway Milling, including mobilization, all incidental work & equipment to include hauling off, stockpiling, or otherwise disposing of material	SY	1850	$ 2.95	$ 5,457.50
12	Sawcut, Remove and Replace 1.5" of Asphalt (two lifts)	SY		$ 47.00	$ -
13	Thermo Plastic (Yellow Solid 6")	LF	100	$ 2.75	$ 275.00
24	Thermo Plastic (White Solid 24")	LF	15	$ 9.00	$ 135.00
27	Retro-Reflective Pavement Markers – Blue (remove and replace)	EA	1	$ 13.25	$ 13.25
29	Retro-Reflective Pavement Markers – Amber/Amber (remove and replace)	EA	4	$ 13.25	$ 53.00
		PROJECT TOTAL (ITEMS 1-30)			$ 29,926.15

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PRE-JOB PHOTOS & SITE MAPS



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PROPOSAL TOTAL:

All County Paving proposes to furnish the material and perform the labor necessary for the completion of project in accordance to specifications, and subject to the terms and conditions stated herein for the sum of:

$ 29,926.15

** this price excludes any options.*

Checks payable to M&M ASPHALT MAINTENANCE, INC. D/B/A ALL COUNTY PAVING

AUTHORIZATION TO PROCEED & CONTRACT:

All Prices quoted are subject to change based on market conditions. This proposal price is based on work being completed during the hours of 7:00 AM and 6:00 PM, Monday-Thursday, Friday 7:00 AM – 12:00 PM excluding holidays, nights and weekends. Additional fees will apply if work is required to be completed on holidays, at night or on the weekends. Please contact your sales representative for details.

ACCEPTED: Prices, specifications, terms and conditions are hereby accepted and agreed to by the customer. You are authorized to do the work as specified. Customer agrees to pay the total sum or balance in full upon completion of this project. Payment will be made as outlined below. When signed, this proposal becomes a legally binding contract between All County Paving and the Customer. E&OE

A signed proposal and deposit are required prior to the scheduling of the work.

PAYMENT TERMS: As Per Terms & Conditions of Purchase Order

M&M ASPHALT MAINTENANCE, INC.
D/B/A ALL COUNTY PAVING

Joshua Marfleet

Josh Marfleet

Paving Advisor Printed Name

08 / 22 / 2025
Date

Town Of Pembroke Park

Signature of Approval by Customer

Printed Name & Title/Position

Date

☐ Please select if billing information differs from above.

PAVEMENT MAINTENANCE & RECONSTRUCTION TOP CONTRACTOR 2014-2015-2016-2017-2018-2019-2020-2021-2022-2023

South FL. Corporate Office
1180 SW 10th St.
Delray Beach, FL 33444
561-588-0949

GIVING CUSTOMERS
AN UNMATCHED ASPHALT EXPERIENCE
35 YEARS OF DEVELOPING UNIQUE SOLUTIONS

Paving Advisor
Josh Marfleet
T: +1 561-302-9361
E: jmarfleet@allcountypaving.com

www.ALLCOUNTYPAVING.com

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TERMS AND CONDITIONS

1. Our proposals are limited to included items only, anything not specifically included is excluded from the contract. Any alteration or deviation from proposal specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the contract.
2. The proposal or contract provided, including all stated terms and conditions, shall become a legally binding attachment to any contract entered between All County Paving and the financially responsible company for which the work will be performed.
3. 90% of contract amount and change orders must be paid prior to completing punch list items and/or any changes for additional work required by cities or municipalities
4. For projects requiring city or county permits, All County Paving will coordinate the process and charge Procurement Fees $795.00 per application, plus cost of permit(s). Any additional work required by the permit(s) will be a change order to the contract. If the Owner / Authorized Agent/ Customer directs this work to be completed without required permitting, all costs including, but not limited to, fees, expediting and fines are the responsibility of the Owner / Authorized Agent/ Customer.
5. Change orders, additions or extras requested by Owner, Contractor or Municipality will be invoiced as an addition to the contract and shall not delay payment of the original contract sum. All Change Orders must be approved and signed by authorized representative,
6. It is understood and agreed that all work is performed “weather permitting”.
7. Tow Trucks need to be arranged 5 days prior to the start of work and must be on call to remove cars from the scheduled work zone as necessary. The Customer is responsible for towing services and any created delays. If any cars are left in the area of work, All County Paving cannot be held responsible for any damage to the vehicle.
8. The customer is responsible to notify all landscapers and garbage companies to not show on the area of work the day we are performing work. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change.
9. All County Paving cannot guarantee sealcoat longevity where there is standing water. Cracks in pavement will still be noticeable after sealcoating. Tire turning marks will be visible at first but will disappear over time.
10. If there are existing car stops on the property, the new line striping of the parking stalls will not be installed beyond the car stop(s) unless they are removed. The striping machine cannot fit between the car stops. If you would like the existing car stops removed during the striping phase, there will be additional costs associated with this scope of work. It is the customer’s responsibility to inform All County Paving if this is desired prior to commencement of the project.
11. Any broken car stops will be replaced at an additional cost of $85.00 each.
12. Reflective Pavement Markers are excluded from the warranty. Any additional reflective pavement markers that are required by the city code will be an additional charge of $10.00 each to the contract amount.
13. Asphalt Repairs/Paving: If the actual asphalt is determined to be thicker than the proposed depth once the area(s) are excavated, All County Paving will provide photo documentation showing the additional depth and a change order will be sent to customer the additional material.
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5. Due to unforeseeable conditions during excavation, depths may go deeper than anticipated. A change order may be necessary should this occur.
6. All County Paving reserves the right to withdraw the contract at any time prior to the commencement of work should material price fluctuations rise significantly.
7. The cost of and obtaining of all permits, bonds, stakeouts, cut sheets, engineering and testing are excluded.
8. In the event of undesirable sub-base or base course conditions, if the customer or authorized agent insists on the installation of any part of the pavement without authorizing corrective action, All County Paving will not be responsible for any subsequent pavement failures and will be paid as stated in the contract. All County Paving shall not be liable for any failure to undertake or complete the work for causes beyond our control.
9. The existing surface will be expected to support the weight of all required construction equipment. If due to poor sub-grade conditions sinking may occur when we drive onto your site, All County Paving will not be held responsible for damages to any concrete or asphalt due to the weight of our trucks & equipment.
10. All County Paving cannot guarantee elimination of standing water.
11. All County Paving assumes no liability for damage to any utilities such as, but not limited to, gas, electric, plumbing, phone, cable, dog fencing, sprinklers and culvert pipes.
12. There will be a charge of $47.50 above the contract amount to dispose of used materials at an approved environmentally compliant waste facility.
13. Due to the fluctuations in the petroleum markets, All County Paving will impose a fuel surcharge.
14. All County Paving will provide a one (1) year warranty, starting on the last day of substantial completion, on materials and workmanship. Normal wear and tear is not covered by this warranty. No warranties will be honored unless payment is made in full.

ALL COUNTY
NATIONAL PAVEMENT MANAGEMENT SOLUTIONS

Jeff Odoms
Town Of Pembroke Park
3150 Southwest 52nd Avenue
Pembroke Park,FL 33023
jodoms@tppfl.gov
954-966-4600

PROJECT INFORMATION:

Pembroke Park Town Hall
3150 SW 52nd Ave
Pembroke Park,Fl 33023
08 / 22 / 2025
PROPOSAL NUMBER: 2025-811571

SCOPE OF WORK:

SEALCOATING: (1) Coat Squeegee; (1) Coat Spray, In (2) Mobilizations

1. Secure area with cones and barricades.
2. Thoroughly clean the entire asphalt area.
3. Heavy oil spots will be treated with a bonding agent.
4. Apply by squeegee, first coat of Neyra Industries Tarconite commercial grade coal tar sealer that meets or exceeds federal specifications, with 2% latex additive and 3-5lbs of silica sand as per manufacturer's requirements mechanically agitated and applied at the rate of 1/5th of a gallon per square yard.
5. Apply by spray, a second separate coat of sealer with sand in the same quantity and proportion as the first coat.

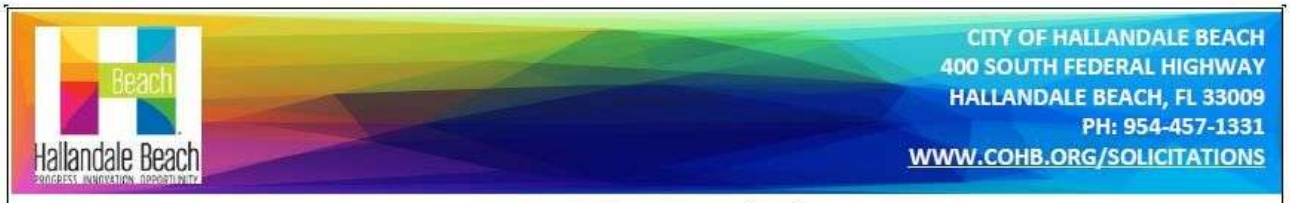
EXISTING PAVEMENT MARKINGS

1. Stripe to existing layout using DOT approved latex white, yellow, and/or blue paints to match what was previously existing to include parking stalls, ADA stalls and crosswalks, stop bars, arrows, speed bumps, car stop painting & stenciling.

*Project bid with typical industry and municipal standards. City specifications, permit and code requirements are subject to change without notice.

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INVITATION TO BID (ITB)
BID # FY 2022-2023-019
ROADWAY RESTORATION AND REPAIR

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1	Mobilization/Demobilziation (per work order)	EA	2	$ 1,100.00	$ 2,200.00
3	Type II Barricade per FDOT Standard Index No. 102-600. Provide for project duration up to 14 days	EA	50	$ 6.15	$ 307.50
6	Remove and dispose of unsuitable material	CY	18	$ 25.00	$ 450.00
26	Traffic Paint (All widths and colors)	SF	2470	$ 2.85	$ 7,039.50
		PROJECT TOTAL (ITEMS 1-30)			$ 9,997.00

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PRE-JOB PHOTOS & SITE MAPS



South FL. Corporate Office
1180 SW 10th St.
Delray Beach, FL 33444
561-588-0949

Paving Advisor
Josh Marfleet
T: +1 561-302-9361
E: jmarfleet@allcountypaving.com

PAVEMENT MAINTENANCE & RECONSTRUCTION TOP CONTRACTOR 2014-2015-2016-2017-2018-2019-2020-2021-2022-2023

GIVING CUSTOMERS AN UNMATCHED ASPHALT EXPERIENCE 35 YEARS OF DEVELOPING UNIQUE SOLUTIONS

www.ALLCOUNTYPAVING.com

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954-966-4600

PROPOSAL TOTAL:

All County Paving proposes to furnish the material and perform the labor necessary for the completion of project in accordance to specifications, and subject to the terms and conditions stated herein for the sum of:

$ 9,997.00

** this price excludes any options.*

Checks payable to M&M ASPHALT MAINTENANCE, INC. D/B/A ALL COUNTY PAVING

AUTHORIZATION TO PROCEED & CONTRACT:

All Prices quoted are subject to change based on market conditions. This proposal price is based on work being completed during the hours of 7:00 AM and 6:00 PM, Monday-Thursday, Friday 7:00 AM – 12:00 PM excluding holidays, nights and weekends. Additional fees will apply if work is required to be completed on holidays, at night or on the weekends. Please contact your sales representative for details.

ACCEPTED: Prices, specifications, terms and conditions are hereby accepted and agreed to by the customer. You are authorized to do the work as specified. Customer agrees to pay the total sum or balance in full upon completion of this project. Payment will be made as outlined below. When signed, this proposal becomes a legally binding contract between All County Paving and the Customer. E&OE

A signed proposal and deposit are required prior to the scheduling of the work.

PAYMENT TERMS: As Per Terms & Conditions of Purchase Order

M&M ASPHALT MAINTENANCE, INC.
D/B/A ALL COUNTY PAVING

Joshua Marfleet

Josh Marfleet

Paving Advisor Printed Name

08 / 22 / 2025
Date

Town Of Pembroke Park

Signature of Approval by Customer

Printed Name & Title/Position

Date

☐ Please select if billing information differs from above.

PAVEMENT MAINTENANCE & RECONSTRUCTION TOP CONTRACTOR 2014-2015-2016-2017-2018-2019-2020-2021-2022-2023

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TERMS AND CONDITIONS

1. Our proposals are limited to included items only, anything not specifically included is excluded from the contract. Any alteration or deviation from proposal specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the contract.
2. The proposal or contract provided, including all stated terms and conditions, shall become a legally binding attachment to any contract entered between All County Paving and the financially responsible company for which the work will be performed.
3. 90% of contract amount and change orders must be paid prior to completing punch list items and/or any changes for additional work required by cities or municipalities
4. For projects requiring city or county permits, All County Paving will coordinate the process and charge Procurement Fees $795.00 per application, plus cost of permit(s). Any additional work required by the permit(s) will be a change order to the contract. If the Owner / Authorized Agent/ Customer directs this work to be completed without required permitting, all costs including, but not limited to, fees, expediting and fines are the responsibility of the Owner / Authorized Agent/ Customer.
5. Change orders, additions or extras requested by Owner, Contractor or Municipality will be invoiced as an addition to the contract and shall not delay payment of the original contract sum. All Change Orders must be approved and signed by authorized representative,
6. It is understood and agreed that all work is performed “weather permitting”.
7. Tow Trucks need to be arranged 5 days prior to the start of work and must be on call to remove cars from the scheduled work zone as necessary. The Customer is responsible for towing services and any created delays. If any cars are left in the area of work, All County Paving cannot be held responsible for any damage to the vehicle.
8. The customer is responsible to notify all landscapers and garbage companies to not show on the area of work the day we are performing work. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change.
9. All County Paving cannot guarantee sealcoat longevity where there is standing water. Cracks in pavement will still be noticeable after sealcoating. Tire turning marks will be visible at first but will disappear over time.
10. If there are existing car stops on the property, the new line striping of the parking stalls will not be installed beyond the car stop(s) unless they are removed. The striping machine cannot fit between the car stops. If you would like the existing car stops removed during the striping phase, there will be additional costs associated with this scope of work. It is the customer’s responsibility to inform All County Paving if this is desired prior to commencement of the project.
11. Any broken car stops will be replaced at an additional cost of $85.00 each.
12. Reflective Pavement Markers are excluded from the warranty. Any additional reflective pavement markers that are required by the city code will be an additional charge of $10.00 each to the contract amount.
13. Asphalt Repairs/Paving: If the actual asphalt is determined to be thicker than the proposed depth once the area(s) are excavated, All County Paving will provide photo documentation showing the additional depth and a change order will be sent to customer the additional material.
14. Additional mobilization(s) to be billed at $2,000.00 each for **Asphalt Repairs**. This charge may be billed due to, but not limited to: site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Customer /Authorized Agent without prior consent of contractor or repairs to work caused by trespassing.
15. Additional mobilization(s) to be billed at $2,000.00 each for **Sealcoating.** This charge may be billed due to, but not limited to: site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Customer /Authorized Agent without prior consent of contractor or repairs to work caused by trespassing.
16. Additional mobilization(s) to be billed at $2,400.00 each for **Concrete Services.** This charge may be billed due to, but not limited to: site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Customer /Authorized Agent without prior consent of contractor or repairs to work caused by trespassing.
17. Additional mobilization(s) to be billed at $7,200.00 each for **Paving.** This charge may be billed due to, but not limited to: site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Owner/Authorized Agent without prior consent of contractor or repairs to work caused by trespassing. All County Paving will provide a schedule to be approved by Customer prior to any additional mobilizations.
18. If All County Paving is performing milling and/or paving, the customer acknowledges that this work will not result in new elevations/grades. This means that any existing ponding water will not be rectified by performing this scope of work. It is the owner's responsibility to notify the account manager if there is ponding water. The only method to improve standing water is to perform additional rock and grading work which will be an additional cost.
19. All County Paving cannot guarantee 100% drainage in areas where the design grade is less than 1% fall.
20. All County Paving will not accept responsibility for reflective cracking of new asphalt overlay due to the cracked condition of the existing asphalt pavement.
21. This Proposal does not include asphalt leveling or asphalt overruns unless stated otherwise in the original scope of work. Customer agrees to pay to leveling and overruns at $205.00 per ton.
22. Crack Sealing: Hairline cracks, alligatored or spider web cracks or other failing asphalt areas cannot and will not be crack sealed. Crack sealing is designed to keep water out, not in, so ground water is subject to seep from wet areas.
23. All underground utilities including electrical, plumbing and irrigation lines if damaged or broken are the responsibility of the customer and not All County Paving. If All County Paving needs to repair damages, the costs will be billed to the owner as a change order.
24. All County Paving will not be responsible for trafficking, paint tracking or damage to cars or persons trespassing in designated construction areas.
25. All County Paving recommends a Civil Engineer be retained for ADA upgrades. As such All County Paving makes no claim that existing or ADA upgrades will meet any/all local, state and federal guidelines on ADA compliance.
26. The prices used in this proposal are based on the condition that all work quoted will be accepted in total.
27. In the event of any litigation or other proceeding arising out of this agreement, the prevailing party shall be entitled to collect its attorneys' fees and all costs of litigation from the other party, including appellate attorneys' fees.
28. There will be a charge of $47.50 above the Contract amount to dispose of used materials at an approved environmentally compliant waste facility.
29. Due to the fluctuations in the petroleum markets, All County Paving will impose a fuel surcharge
30. All accounts past due will incur a finance charge of 1.5% per month.

ALL COUNTY
NATIONAL PAVEMENT MANAGEMENT SOLUTIONS

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3150 Southwest 52nd Avenue
Pembroke Park,FL 33023
jodoms@tppfl.gov
954-966-4600

TERMS AND CONDITIONS CONTINUED

SEALCOATING | CUSTOMER INSTRUCTIONS AND INFORMATION

1. Barricaded Parking Lot: It is vital that all vehicles are removed from our area of work no later than 7:15 am, unless otherwise agreed. Our project costs are based on the property having all cars, people and objects off the area of work. Tow Trucks need to be arranged 5 days prior to the start of any work and must be on call to remove cars from the scheduled work zone. If any cars are left in the area of work, we cannot be held responsible for any damage to the vehicles. There will be additional costs if we are unable to access the work area billed at a minimum of $2,000.00.
2. Cleaning: Customer is responsible for any “heavy cleaning”; otherwise, All County Paving will bill for this additional cleaning.
3. Cracking: cracks in pavement will still be noticeable after Sealcoating
4. Lawn Fertilization: should not be installed seven days before or after service.
5. Rain: If it's raining the day of scheduled service, assume we aren't coming, and we will contact you to reschedule as soon as possible. If it rains after our installation, please contact your representative. We monitor the weather closely and can generally predict this very well. If an unexpected storm happens, we will touch up any areas where sealer has not bonded.
6. The sprinkler system should be off 24 hours prior to the commencement of your project and stay off 48 hours after completion of project. The surface must be dry for our arrival as areas where the newly sealed pavement is wet may wear prematurely.
7. Newly sealcoated areas will be barricaded for 24-48 hours after each project phase completion. It is the responsibility of the customer to keep the area clear to allow proper curing of the material. Failure to do so will void any warranty.
8. Sealer: will take a minimum of 30 days to fully cure and is sensitive to animal droppings, tree droppings; water stains from irrigation systems, ponding water & tire markings during this time. This is normal, it will fade over time. Areas of shade will take longer to dry and cure than areas in the direct sunlight.
9. Driving on Surface: Once you start driving on sealed surface, avoid turning your wheels unless your car is moving. Understand when wheels are turned on a freshly sealed parking lot, scuffing and turn marks will be evident, in time they will blend in with surrounding surface.
10. Overspray on Grass: where grass meets your pavement, you may expect a small spray of sealer. This is normal and will disappear generally after the next mowing.
11. Weeds: It is important to note that we have proposed all work at the time of the assessment. If you decide to do work months after we look at the project, if your parking area has developed excessive weeds in the cracked areas as well as the edge lines for any reason, there may be additional costs for treatment & removal.

PAVING | CUSTOMER INSTRUCTIONS AND INFORMATION

1. Barricaded Parking Lot: It is vital that all vehicles are removed from our area of work no later than 7:15 am, unless otherwise agreed. As you can imagine, our project costs are based on the property having all cars, people and objects off the area of work. Tow Trucks need to be arranged 5 days prior to the start of any work and must be on call to remove cars from the scheduled work zone. If any cars are left on the area of work, we cannot be held responsible for any damage to the vehicles. There will be additional costs if we are unable to access the work area billed at a minimum of $7,200.00
2. Site Services: The property is responsible to notify all landscapers and garbage companies to not show on the area of work the day we are performing work. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change.
3. Rain: If it's raining the day of scheduled service, assume we aren't coming and we will contact you to reschedule as soon as possible. If it rains after our installation, please contact your representative. We monitor the weather closely and can generally predict accurately.
4. Sprinklers should be off 24 hours prior until 48 hours after service. Avoid lawn cutting during this same period of time. The surface must be dry for our arrival.
5. Drainage: All County Paving cannot guarantee 100% drainage in areas where the design grade is less than 1% fall.
6. All County Paving will not accept responsibility for reflective cracking of new asphalt overlay due to the cracked condition of the existing asphalt pavement.
7. De-mucking and removal of unsuitable materials not included.
8. Driving on Surface: Once you start driving on the paved surface, avoid turning your wheels unless your car is moving. Understand that when wheels are turned on a freshly paved asphalt surface, scuffing and turn marks will be evident, and will blend in over time.

LINE STRIPING & ADA | CUSTOMER INSTRUCTIONS AND INFORMATION

1. Barricaded Parking Lot: It is vital that all vehicles are removed from our area of work no later than 7:15 am, unless otherwise agreed. As you can imagine, our project costs are based on the property having all cars, people and objects off the area of work. Tow Trucks need to be arranged 5 days prior to the start of any work and must be on call to remove cars from the scheduled work zone. If any cars are left in the area of work, we cannot be held responsible for any damage to the vehicles. There will be additional costs if we are unable to access the work area billed at a minimum of $995.00
2. Line striping will match all existing pavement markings unless changes are approved by the customer and municipality.
3. All County Paving is not responsible for any tracking of paint caused by any vehicles and/or pedestrians if the barricades are moved prematurely or without authorization. The project manager will remove the barricades once the material has cured properly.
4. If existing curbs are flaking, it is not recommended to re-paint them without sand-blasting or power-washing them first. All County Paving will not be held responsible for flaking if proper procedure is not taken prior to painting.

WARRANTY AND CONDITIONS

1. This proposal is based on the price of the liquid asphalt index as per FDOT. If there is an increase from the date of this proposal additional costs will be incurred.
2. This proposal is good for 30 days. If work is unable to start based upon permit requirements or weather additional cost will be charged for the increase of FDOT by Bituminous index, based upon proposal date above and the stated published index prior to mobilization a change order will be presented prior to mobilization.
3. Due to aggregate shortages, this proposal is based on FOB asphalt prices. If the price increases from the date of this proposal, additional costs will apply.
4. All material guaranteed to be installed exactly as specified.
5. Due to unforeseeable conditions during excavation, depths may go deeper than anticipated. A change order may be necessary should this occur.
6. All County Paving reserves the right to withdraw the contract at any time prior to the commencement of work should material price fluctuations rise significantly.
7. The cost of and obtaining of all permits, bonds, stakeouts, cut sheets, engineering and testing are excluded.
8. In the event of undesirable sub-base or base course conditions, if the customer or authorized agent insists on the installation of any part of the pavement without authorizing corrective action, All County Paving will not be responsible for any subsequent pavement failures and will be paid as stated in the contract. All County Paving shall not be liable for any failure to undertake or complete the work for causes beyond our control.
9. The existing surface will be expected to support the weight of all required construction equipment. If due to poor sub-grade conditions sinking may occur when we drive onto your site, All County Paving will not be held responsible for damages to any concrete or asphalt due to the weight of our trucks & equipment.
10. All County Paving cannot guarantee elimination of standing water.
11. All County Paving assumes no liability for damage to any utilities such as, but not limited to, gas, electric, plumbing, phone, cable, dog fencing, sprinklers and culvert pipes.
12. There will be a charge of $47.50 above the contract amount to dispose of used materials at an approved environmentally compliant waste facility.
13. Due to the fluctuations in the petroleum markets, All County Paving will impose a fuel surcharge.
14. All County Paving will provide a one (1) year warranty, starting on the last day of substantial completion, on materials and workmanship. Normal wear and tear is not covered by this warranty. No warranties will be honored unless payment is made in full.

ALL COUNTY
NATIONAL PAVEMENT MANAGEMENT SOLUTIONS

Jeff Odoms
Town Of Pembroke Park
3150 Southwest 52nd Avenue
Pembroke Park,FL 33023
jodoms@tppfl.gov
954-966-4600

PROJECT INFORMATION:

SW 52nd Ave
SW 52nd Ave
Pembroke Park,FL 33023
08 / 22 / 2025
PROPOSAL NUMBER: 2025-811602

SCOPE OF WORK:

ADVANCED MOT:
1. Set up advanced MOT to include lane closures, flagman, and signage.

THERMOPLASTIC PAVEMENT MARKINGS
1. Clear away loose dirt and debris.
2. Pour thermoplastic road marking materials to include:recap existing pavement markings (DOES NOT INCLUDE SCHOOL STENCIL)
3. Thermoplastic will be applied at a rate of 90 wet mils.
4. Glass beads will be incorporated in the material for retro-reflectivity.

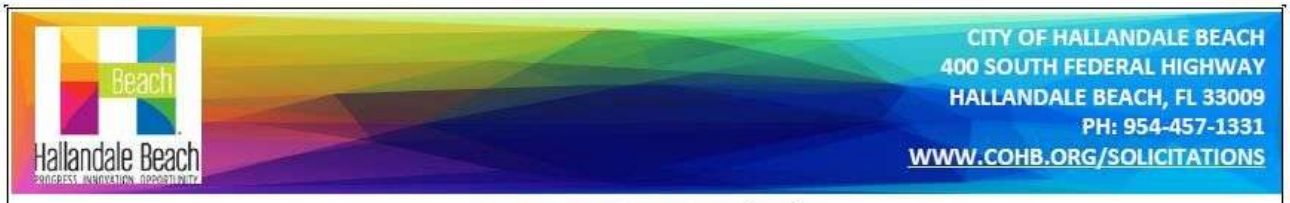
*Project bid with typical industry and municipal standards. City specifications, permit and code requirements are subject to change without notice.

REFLECTIVE PAVEMENT MARKERS (RPMs):
1. Remove damaged RPM's
2. Supply & install new RPM's

*Project bid with typical industry and municipal standards. City specifications, permit and code requirements are subject to change without notice.

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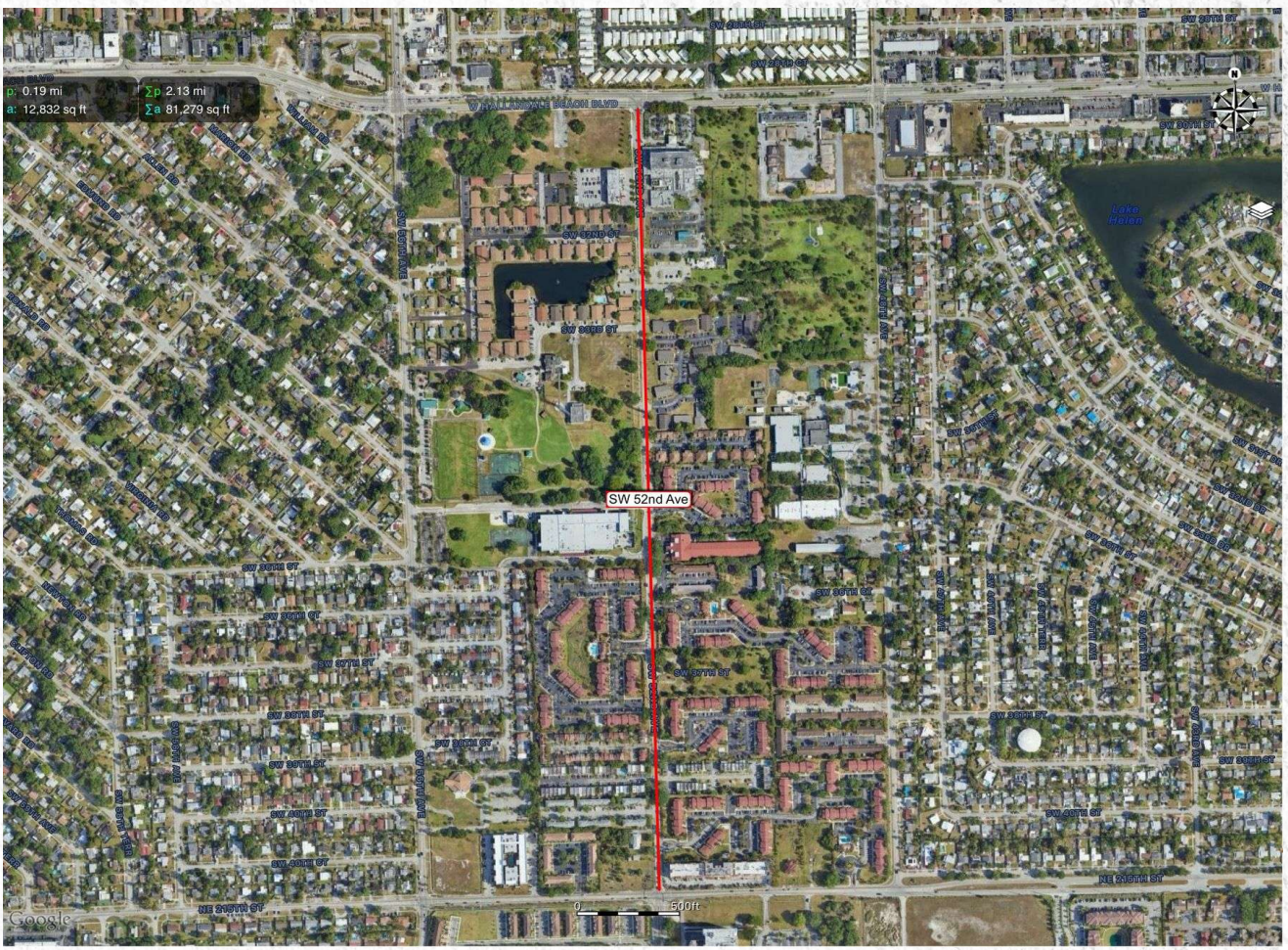


INVITATION TO BID (ITB)
BID # FY 2022-2023-019
ROADWAY RESTORATION AND REPAIR

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1	Mobilization/Demobilziation (per work order)	EA	1	$ 1,100.00	$ 1,100.00
2	Type I Barricade per FDOT Standard Index No. 102-600. Provide for project duration up to 14 days	EA	50	$ 6.15	$ 307.50
3	Type II Barricade per FDOT Standard Index No. 102-600. Provide for project duration up to 14 days	EA		$ 6.15	$ -
4	Type III Barricade per FDOT Standard Index No. 102-600. Provide for project duration up to 14 days	EA	6	$ 6.65	$ 39.90
5	MOT Certified Flagman (per person)	HR	72	$ 75.00	$ 5,400.00
13	Thermo Plastic (Yellow Solid 6")	LF	3080	$ 2.75	$ 8,470.00
17	Thermo Plastic (Yellow Solid 18")	LF	70	$ 6.50	$ 455.00
19	Thermo Plastic (White Solid 6")	LF	7560	$ 2.75	$ 20,790.00
22	Thermo Plastic (White Solid 12")	LF	350	$ 5.50	$ 1,925.00
24	Thermo Plastic (White Solid 24")	LF	50	$ 9.00	$ 450.00
25	Thermo Plastic (Arrows) 1 part	EA	8	$ 100.00	$ 800.00
28	Retro-Reflective Pavement Markers – Red (remove and replace)	EA	20	$ 13.25	$ 265.00
29	Retro-Reflective Pavement Markers – Amber/Amber (remove and replace)	EA	195	$ 13.25	$ 2,583.75
		PROJECT TOTAL (ITEMS 1-30)			$ 42,586.15

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PRE-JOB PHOTOS & SITE MAPS



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PROPOSAL TOTAL:

All County Paving proposes to furnish the material and perform the labor necessary for the completion of project in accordance to specifications, and subject to the terms and conditions stated herein for the sum of:

$ 42,586.15

** this price excludes any options.*

Checks payable to M&M ASPHALT MAINTENANCE, INC. D/B/A ALL COUNTY PAVING

AUTHORIZATION TO PROCEED & CONTRACT:

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ACCEPTED: Prices, specifications, terms and conditions are hereby accepted and agreed to by the customer. You are authorized to do the work as specified. Customer agrees to pay the total sum or balance in full upon completion of this project. Payment will be made as outlined below. When signed, this proposal becomes a legally binding contract between All County Paving and the Customer. E&OE

A signed proposal and deposit are required prior to the scheduling of the work.

PAYMENT TERMS: As Per Terms & Conditions of Purchase Order

M&M ASPHALT MAINTENANCE, INC.
D/B/A ALL COUNTY PAVING

Joshua Marfleet

Josh Marfleet

Paving Advisor Printed Name

08 / 22 / 2025
Date

Town Of Pembroke Park

Signature of Approval by Customer

Printed Name & Title/Position

Date

☐ Please select if billing information differs from above.

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3. 90% of contract amount and change orders must be paid prior to completing punch list items and/or any changes for additional work required by cities or municipalities
4. For projects requiring city or county permits, All County Paving will coordinate the process and charge Procurement Fees $795.00 per application, plus cost of permit(s). Any additional work required by the permit(s) will be a change order to the contract. If the Owner / Authorized Agent/ Customer directs this work to be completed without required permitting, all costs including, but not limited to, fees, expediting and fines are the responsibility of the Owner / Authorized Agent/ Customer.
5. Change orders, additions or extras requested by Owner, Contractor or Municipality will be invoiced as an addition to the contract and shall not delay payment of the original contract sum. All Change Orders must be approved and signed by authorized representative,
6. It is understood and agreed that all work is performed “weather permitting”.
7. Tow Trucks need to be arranged 5 days prior to the start of work and must be on call to remove cars from the scheduled work zone as necessary. The Customer is responsible for towing services and any created delays. If any cars are left in the area of work, All County Paving cannot be held responsible for any damage to the vehicle.
8. The customer is responsible to notify all landscapers and garbage companies to not show on the area of work the day we are performing work. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change.
9. All County Paving cannot guarantee sealcoat longevity where there is standing water. Cracks in pavement will still be noticeable after sealcoating. Tire turning marks will be visible at first but will disappear over time.
10. If there are existing car stops on the property, the new line striping of the parking stalls will not be installed beyond the car stop(s) unless they are removed. The striping machine cannot fit between the car stops. If you would like the existing car stops removed during the striping phase, there will be additional costs associated with this scope of work. It is the customer’s responsibility to inform All County Paving if this is desired prior to commencement of the project.
11. Any broken car stops will be replaced at an additional cost of $85.00 each.
12. Reflective Pavement Markers are excluded from the warranty. Any additional reflective pavement markers that are required by the city code will be an additional charge of $10.00 each to the contract amount.
13. Asphalt Repairs/Paving: If the actual asphalt is determined to be thicker than the proposed depth once the area(s) are excavated, All County Paving will provide photo documentation showing the additional depth and a change order will be sent to customer the additional material.
14. Additional mobilization(s) to be billed at $2,000.00 each for **Asphalt Repairs**. This charge may be billed due to, but not limited to: site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Customer /Authorized Agent without prior consent of contractor or repairs to work caused by trespassing.
15. Additional mobilization(s) to be billed at $2,000.00 each for **Sealcoating.** This charge may be billed due to, but not limited to: site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Customer /Authorized Agent without prior consent of contractor or repairs to work caused by trespassing.
16. Additional mobilization(s) to be billed at $2,400.00 each for **Concrete Services.** This charge may be billed due to, but not limited to: site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Customer /Authorized Agent without prior consent of contractor or repairs to work caused by trespassing.
17. Additional mobilization(s) to be billed at $7,200.00 each for **Paving.** This charge may be billed due to, but not limited to: site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Owner/Authorized Agent without prior consent of contractor or repairs to work caused by trespassing. All County Paving will provide a schedule to be approved by Customer prior to any additional mobilizations.
18. If All County Paving is performing milling and/or paving, the customer acknowledges that this work will not result in new elevations/grades. This means that any existing ponding water will not be rectified by performing this scope of work. It is the owner's responsibility to notify the account manager if there is ponding water. The only method to improve standing water is to perform additional rock and grading work which will be an additional cost.
19. All County Paving cannot guarantee 100% drainage in areas where the design grade is less than 1% fall.
20. All County Paving will not accept responsibility for reflective cracking of new asphalt overlay due to the cracked condition of the existing asphalt pavement.
21. This Proposal does not include asphalt leveling or asphalt overruns unless stated otherwise in the original scope of work. Customer agrees to pay to leveling and overruns at $205.00 per ton.
22. Crack Sealing: Hairline cracks, alligatored or spider web cracks or other failing asphalt areas cannot and will not be crack sealed. Crack sealing is designed to keep water out, not in, so ground water is subject to seep from wet areas.
23. All underground utilities including electrical, plumbing and irrigation lines if damaged or broken are the responsibility of the customer and not All County Paving. If All County Paving needs to repair damages, the costs will be billed to the owner as a change order.
24. All County Paving will not be responsible for trafficking, paint tracking or damage to cars or persons trespassing in designated construction areas.
25. All County Paving recommends a Civil Engineer be retained for ADA upgrades. As such All County Paving makes no claim that existing or ADA upgrades will meet any/all local, state and federal guidelines on ADA compliance.
26. The prices used in this proposal are based on the condition that all work quoted will be accepted in total.
27. In the event of any litigation or other proceeding arising out of this agreement, the prevailing party shall be entitled to collect its attorneys' fees and all costs of litigation from the other party, including appellate attorneys' fees.
28. There will be a charge of $47.50 above the Contract amount to dispose of used materials at an approved environmentally compliant waste facility.
29. Due to the fluctuations in the petroleum markets, All County Paving will impose a fuel surcharge
30. All accounts past due will incur a finance charge of 1.5% per month.

ALL COUNTY
NATIONAL PAVEMENT MANAGEMENT SOLUTIONS

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TERMS AND CONDITIONS CONTINUED

SEALCOATING | CUSTOMER INSTRUCTIONS AND INFORMATION

1. Barricaded Parking Lot: It is vital that all vehicles are removed from our area of work no later than 7:15 am, unless otherwise agreed. Our project costs are based on the property having all cars, people and objects off the area of work. Tow Trucks need to be arranged 5 days prior to the start of any work and must be on call to remove cars from the scheduled work zone. If any cars are left in the area of work, we cannot be held responsible for any damage to the vehicles. There will be additional costs if we are unable to access the work area billed at a minimum of $2,000.00.
2. Cleaning: Customer is responsible for any “heavy cleaning”; otherwise, All County Paving will bill for this additional cleaning.
3. Cracking: cracks in pavement will still be noticeable after Sealcoating
4. Lawn Fertilization: should not be installed seven days before or after service.
5. Rain: If it's raining the day of scheduled service, assume we aren't coming, and we will contact you to reschedule as soon as possible. If it rains after our installation, please contact your representative. We monitor the weather closely and can generally predict this very well. If an unexpected storm happens, we will touch up any areas where sealer has not bonded.
6. The sprinkler system should be off 24 hours prior to the commencement of your project and stay off 48 hours after completion of project. The surface must be dry for our arrival as areas where the newly sealed pavement is wet may wear prematurely.
7. Newly sealcoated areas will be barricaded for 24-48 hours after each project phase completion. It is the responsibility of the customer to keep the area clear to allow proper curing of the material. Failure to do so will void any warranty.
8. Sealer: will take a minimum of 30 days to fully cure and is sensitive to animal droppings, tree droppings; water stains from irrigation systems, ponding water & tire markings during this time. This is normal, it will fade over time. Areas of shade will take longer to dry and cure than areas in the direct sunlight.
9. Driving on Surface: Once you start driving on sealed surface, avoid turning your wheels unless your car is moving. Understand when wheels are turned on a freshly sealed parking lot, scuffing and turn marks will be evident, in time they will blend in with surrounding surface.
10. Overspray on Grass: where grass meets your pavement, you may expect a small spray of sealer. This is normal and will disappear generally after the next mowing.
11. Weeds: It is important to note that we have proposed all work at the time of the assessment. If you decide to do work months after we look at the project, if your parking area has developed excessive weeds in the cracked areas as well as the edge lines for any reason, there may be additional costs for treatment & removal.

PAVING | CUSTOMER INSTRUCTIONS AND INFORMATION

1. Barricaded Parking Lot: It is vital that all vehicles are removed from our area of work no later than 7:15 am, unless otherwise agreed. As you can imagine, our project costs are based on the property having all cars, people and objects off the area of work. Tow Trucks need to be arranged 5 days prior to the start of any work and must be on call to remove cars from the scheduled work zone. If any cars are left on the area of work, we cannot be held responsible for any damage to the vehicles. There will be additional costs if we are unable to access the work area billed at a minimum of $7,200.00
2. Site Services: The property is responsible to notify all landscapers and garbage companies to not show on the area of work the day we are performing work. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change.
3. Rain: If it's raining the day of scheduled service, assume we aren't coming and we will contact you to reschedule as soon as possible. If it rains after our installation, please contact your representative. We monitor the weather closely and can generally predict accurately.
4. Sprinklers should be off 24 hours prior until 48 hours after service. Avoid lawn cutting during this same period of time. The surface must be dry for our arrival.
5. Drainage: All County Paving cannot guarantee 100% drainage in areas where the design grade is less than 1% fall.
6. All County Paving will not accept responsibility for reflective cracking of new asphalt overlay due to the cracked condition of the existing asphalt pavement.
7. De-mucking and removal of unsuitable materials not included.
8. Driving on Surface: Once you start driving on the paved surface, avoid turning your wheels unless your car is moving. Understand that when wheels are turned on a freshly paved asphalt surface, scuffing and turn marks will be evident, and will blend in over time.

LINE STRIPING & ADA | CUSTOMER INSTRUCTIONS AND INFORMATION

1. Barricaded Parking Lot: It is vital that all vehicles are removed from our area of work no later than 7:15 am, unless otherwise agreed. As you can imagine, our project costs are based on the property having all cars, people and objects off the area of work. Tow Trucks need to be arranged 5 days prior to the start of any work and must be on call to remove cars from the scheduled work zone. If any cars are left in the area of work, we cannot be held responsible for any damage to the vehicles. There will be additional costs if we are unable to access the work area billed at a minimum of $995.00
2. Line striping will match all existing pavement markings unless changes are approved by the customer and municipality.
3. All County Paving is not responsible for any tracking of paint caused by any vehicles and/or pedestrians if the barricades are moved prematurely or without authorization. The project manager will remove the barricades once the material has cured properly.
4. If existing curbs are flaking, it is not recommended to re-paint them without sand-blasting or power-washing them first. All County Paving will not be held responsible for flaking if proper procedure is not taken prior to painting.

WARRANTY AND CONDITIONS

1. This proposal is based on the price of the liquid asphalt index as per FDOT. If there is an increase from the date of this proposal additional costs will be incurred.
2. This proposal is good for 30 days. If work is unable to start based upon permit requirements or weather additional cost will be charged for the increase of FDOT by Bituminous index, based upon proposal date above and the stated published index prior to mobilization a change order will be presented prior to mobilization.
3. Due to aggregate shortages, this proposal is based on FOB asphalt prices. If the price increases from the date of this proposal, additional costs will apply.
4. All material guaranteed to be installed exactly as specified.
5. Due to unforeseeable conditions during excavation, depths may go deeper than anticipated. A change order may be necessary should this occur.
6. All County Paving reserves the right to withdraw the contract at any time prior to the commencement of work should material price fluctuations rise significantly.
7. The cost of and obtaining of all permits, bonds, stakeouts, cut sheets, engineering and testing are excluded.
8. In the event of undesirable sub-base or base course conditions, if the customer or authorized agent insists on the installation of any part of the pavement without authorizing corrective action, All County Paving will not be responsible for any subsequent pavement failures and will be paid as stated in the contract. All County Paving shall not be liable for any failure to undertake or complete the work for causes beyond our control.
9. The existing surface will be expected to support the weight of all required construction equipment. If due to poor sub-grade conditions sinking may occur when we drive onto your site, All County Paving will not be held responsible for damages to any concrete or asphalt due to the weight of our trucks & equipment.
10. All County Paving cannot guarantee elimination of standing water.
11. All County Paving assumes no liability for damage to any utilities such as, but not limited to, gas, electric, plumbing, phone, cable, dog fencing, sprinklers and culvert pipes.
12. There will be a charge of $47.50 above the contract amount to dispose of used materials at an approved environmentally compliant waste facility.
13. Due to the fluctuations in the petroleum markets, All County Paving will impose a fuel surcharge.
14. All County Paving will provide a one (1) year warranty, starting on the last day of substantial completion, on materials and workmanship. Normal wear and tear is not covered by this warranty. No warranties will be honored unless payment is made in full.