MEETING OF THE SUNRISE CITY COMMISSION

Commission Meeting will be held at City Hall Commission Chambers located at 10770 West Oakland Park Blvd., Sunrise, Florida 33351, The City of Sunrise City Commission Meeting will be hosted both an in-person format and a virtual format. Telephone call in number: 954-395-2401 Access Code: 368262 Attendees can press 5* on their phone keypad to make a comment during public hearings or during open discussion. Attendees will be called upon to speak, one at a time, by the meeting organizer. For technical difficulties please call 954-578-4792. Contact the City Manager's Office for additional information via mail to City Manager's Office, 10770 West Oakland Park Boulevard, Sunrise, FL 33351, via email to CityManager@sunrisefl.gov or via phone 954-746-3430.

CITY COMMISSION MEETING AGENDA
Tuesday, August 12, 2025 - 5:00 PM

(1) Call To Order

(2) Roll Call

(3) Moment of Silence and Pledge of Allegiance

(4) Consent Agenda

(ANY ITEM SHALL BE REMOVED FROM THE CONSENT AGENDA FOR DISCUSSION AND SEPARATE VOTE AT THE REQUEST OF ONE (1) COMMISSIONER, THE STAFF, OR ANY MEMBER OF THE PUBLIC. ANY ITEM REMOVED FROM THE CONSENT AGENDA SHALL BE HEARD AT THE CONSENT DISCUSSION PORTION OF THAT COMMISSION MEETING.)

(A) Agreement

C25175

A Resolution of the City of Sunrise, Florida, approving a "Letter of Agreement and Contract" between the City of Sunrise and the University of North Florida Training and Services Institute, Inc., d/b/a Institute of Police Technology and Management for a Pedestrian and Bicycle Safety High Visibility Enforcement Grant; and providing an effective date. City Manager Mark Lubelski. Daniel J. Ransone, Chief of Police.

(B) Change Order

C25188

A Resolution of the City of Sunrise, Florida, approving an increase to the award amount for Cooperative Agreement No. 25-15-03-WL between the City of Sunrise and Safeware, Inc. to provide for additional access control system locations; and providing an effective date. City Manager Mark Lubelski. Daniel J. Ransone, Chief of Police.

(C) Equipment

C25179

A Resolution of the City of Sunrise, Florida, to Award Bid No. 25-57-04-WL for the purchase of Two (2) Solar Powered Message Trailers to Safety Zone Holdings, Inc d/b/a Safety Zone Specialists; and providing an effective date. City Manager Mark Lubelski. Daniel J. Ransone, Chief of Police.

(D) Special Permit

25153

A Resolution of the City of Sunrise, Florida, approving up to Four (4) Additional Special Events at The Faith Center located at 5555 NW 95th Avenue, Sunrise, Florida in Calendar Year 2025; and providing an effective date. City Manager Mark Lubelski. Shannon Ley, Director of Community Development.

(E) Agreement

C25180

A Resolution of the City of Sunrise, Florida, approving an "Agreement to Perform Municipal Impact Fee Services" between the City of Sunrise and Raftelis Financial Consultants, Inc.; and providing an effective date. City Manager Mark Lubelski. Shannon Ley, Director of Community Development.

(F) Agreement

C25172

A Resolution of the City of Sunrise, Florida, approving Benefits Administration Software with Ant Farm II, LLC ("AntFarm") for the initial contract period of August 12, 2025 through September 30, 2030, including five (5) one (1) year renewal extensions; authorizing the Risk Manager, or designee, to execute all

necessary documents to effectuate services and renewal extensions pursuant to resolution; providing for funding; and providing an effective date. City Manager Mark Lubelski. Susan Nabors, Director of Finance and Administrative Services.

(G) Amendment

C25114

A Resolution of the City of Sunrise, Florida, providing for a revision to Ordinance No. 715-X, as Amended, to the Police / Fire Executive Management Position Schedule "C" and the Pay Plan Appendix; and providing for an effective date. City Manager Mark Lubelski. Jami Ketchup, Director of Human Resources.

(H) Agreement

C25186

A Resolution of the City of Sunrise, Florida, approving a “Professional Services Agreement” between the City of Sunrise, Florida and LunaLite Drone Show Technologies LLC for Drone Light Shows at Special Events throughout the City; and providing an effective date. City Manager Mark Lubelski. Kevin Pickard, Director of Leisure Services.

(I) Agreement

C25187

A Resolution of the City of Sunrise, Florida, approving "Standard Contract No. C25-33-07-MM between the City of Sunrise and Trident Surfacing, Inc." for Athletic Surfaces Renovation; and providing an effective date. City Manager Mark Lubelski. Kevin Pickard, Director of Leisure Services.

(J) Agreement

C25170

A Resolution of the City of Sunrise, Florida, approving Cooperative Agreement No. 25-21-05-MM between the City of Sunrise and Weatherproofing Technologies, Inc. under the terms of Omnia Partners, Public Sector, Contract No. R230404, Roofing Products, Services and Job-Order-Contracting (JOC) Services for the weatherproofing of the Sunrise Civic Center; and providing an effective date. City Manager Mark Lubelski. Kevin Pickard, Director of Leisure Services.

(K) Agreement

C25104

A Resolution of the City of Sunrise, Florida, awarding RFP No. 24-04-02-CM and "Standard Contract No. 24-04-02-CM between the City of Sunrise, Florida and Canseco Electrical Contractors, Inc." for Fire Alarm Panels Replacement and Systems Upgrade for Fire Stations services; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

(L) Amendment

C25191

A Resolution of the City of Sunrise, Florida, approving a "Third Amendment to Standard Project Agreement between the City of Sunrise and Walters Zackria Associates, PLLC" for the Civic Center Phase II Improvements Project;" and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

(M) Agreement

C25173

A Resolution of the City of Sunrise, Florida, approving "Cooperative Agreement No. 25-20-06-WL between the City of Sunrise and Mohawk Lifts LLC for Vehicle Lifts with Garage and Fleet Maintenance Equipment" under the terms of Sourcewell Contract No. 121223-MRL; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

(N) Agreement

C25171

A Resolution of the City of Sunrise, Florida, approving "Piggyback Agreement No. PB 25-14-06-WL between the City of Sunrise and Dana Safety Supply, Inc." for the purchase of Light Systems and Components, aftermarket Vehicle Accessories, and Public Safety/Emergency Vehicle Equipment utilizing the County of Bradford, Florida, Contract No. BCSO2019-01; providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

(O) Chemicals

C25181

A Resolution of the City of Sunrise, Florida, to award Bid No. 25-

66-06-MS for Herbicides and related Adjuvants to various vendors (multi-award); and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities

(P) Equipment

C25163

A Resolution of the City of Sunrise, Florida, approving the purchase of Water Meter Fittings and Water Line and Fire Hydrant Accessories from Various Vendors (multi-award) under the terms of the City of Deerfield Beach Bid No. 25-017 as the lead agency for the Southeast Florida Governmental Purchasing Cooperative Group; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

(Q) Agreement

C25185

A Resolution of the City of Sunrise, Florida, approving a "First Amendment to Project Agreement between the City of Sunrise and Stantec Consulting Services Inc. for Project Agreement No. PA-23-026-ST Fairways Townhomes Water Service Line Improvements"; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

(5) Quasi Judicial Consent Agenda

(ANY ITEM MAY BE REMOVED FROM THE CONSENT AGENDA BY A COMMISSIONER, THE STAFF, THE APPLICANT, OR AN AFFECTED PARTY). ANY ITEM REMOVED FROM THE QUASI-JUDICIAL CONSENT AGENDA SHALL BE TABLED TO THE NEXT REGULARLY SCHEDULED COMMISSION MEETING FOR QUASI-JUDICIAL HEARING.)

(6) Special Items

(A) Presentation

Legislative Update by State Representative Robin Bartleman. City Manager Mark Lubelski.

(B) Proclamation

Proclamation proclaiming August 31st, 2025 as International Overdose Awareness Day in the City of Sunrise. Mayor Michael J. Ryan. Deputy Mayor Neil C. Kerch. Assistant Deputy Mayor Jacqueline A. Guzman. Commissioner Latoya S. Clarke.

Commissioner Joseph A. Scuotto.

(C) Presentation

Presentation of the Youth Athlete of the Month Award for August 2025 to Anaelle Edouard and Christian Sergeev from the Sunrise Tennis program. Kevin Pickard, Director of Leisure Services.

(D) Presentation

Presentation of the Outstanding Performance Award for July 2025 to Marco Murillo, Field Supervisor, Public Works. Rodrigo De Castro, Director of Utilities.

(E) Presentation

Presentation of the Outstanding Performance Award for August 2025 to Cierra Braaf and Amanda Bridgelall, Recreation Leader, Leisure Services Department. Kevin Pickard, Director of Leisure Services.

(F) Presentation

Presentation of the Quarterly Award of Excellence to Meghan Kaufold, Deputy Director of Community Development. Shannon Ley, Director of Community Development.

(G) Presentation

Presentation of the Firefighter of the Month Award for August 2025 to Captain Tommie Greenwell, Captain Joshua Newman, Rescue Lieutenant Christopher Rowland, Driver Operator Craig Connor, Firefighter-Paramedics Jarrod Wolf, Jessica Lang and Anthony Gocinski. John K. McNamara, Fire Chief.

(7) City Items

(A) Appointment

C25182

A Resolution of the City of Sunrise, Florida, appointing an Ex-Officio High School Student to the Sustainability Advisory Board for a term through June 30, 2026; and providing an effective date. City Manager Mark Lubelski. Felicia M. Bravo, City Clerk.

(8) Open Discussion

(9) Commission/Mayor Reports

(10) City Manager's Report

(11) Consent Discussion

(DISCUSSION AND SEPARATE VOTE SHALL BE HEARD ON ITEMS PULLED FROM THE CONSENT AGENDA FOR DISCUSSION.)

(12) Public Hearings

(A) Amendment

C25178

Commission discussion and/or action re: First Reading of an Ordinance of the City of Sunrise, Florida, Amending Chapter 16 "Land Development Code" by Amending Article V "District Regulations," Section 16-101 "Planned Unit Development (PUD) District" to authorize requests for reduced minimum floor area for certain affordable housing projects; providing for conflict; providing for severability; providing for inclusion in the city code; and providing for an effective date. City Manager Mark Lubelski. Shannon Ley, Director of Community Development.

(B) Amendment

C25184

Commission discussion and/or action re: First Reading of an Ordinance of the City of Sunrise, Florida, Amending Fiscal Year 2024/2025 Budget Ordinance No. 709; Amending the General Fund (001); providing for conflict; providing for severability; and providing an effective date. City Manager Mark Lubelski. Susan Nabors, Director of Finance and Administrative Services.

(C) Amendment

C25112

Commission discussion and/or action re: First Reading of an Ordinance of the City of Sunrise, Florida, Amending Ordinance No. 715-X, as Amended; providing for conflict; providing for severability; and providing an effective date. City Manager Mark Lubelski. Jami Ketchup, Director of Human Resources.

(D) Uniform Signage Plan

C25169

Commission discussion and/or action re: First Reading of an Ordinance of the City of Sunrise, Florida, adopting an amendment

to the Uniform Signage Plan for the Sawgrass Mills Mall; providing for conflict; providing for severability; and providing an effective date. City Manager Mark Lubelski. Shannon Ley, Director of Community Development.

(13) Quasi-Judicial Hearing

(A) Brotherz Liquor at Pine Plaza Shops

C25059

Special Exception - Board of Adjustment Meeting June 3, 2025 Passed 7-0

A Resolution of the City of Sunrise, Florida, Granting a Special Exception Use Permit for a Liquor and Alcoholic Beverage Store located at 4529 N. Pine Island Road; providing for penalties for violations of the conditions of approval; providing for the term of the permit; and providing an effective date. City Manager Mark Lubelski. Shannon Ley, Director of Community Development. (Item Pulled on CCM 6/24/2025, Passed 5-0).(Item Pulled on CCM 7/8/2025, Passed 5-0).

(14) City Clerk's Report

(15) City Attorney's Report

(16) Old Business

(A) Agreement

C25192

A Resolution of the City of Sunrise, Florida, approving “Donation Agreement between the City of Sunrise and FBI Agents Association for the acceptance of a monetary donation for the design and construction of a splash pad within Oscar Wind Park"; and providing an effective date. City Manager Mark Lubelski.

(17) New Business

(A) City Manager Annual Review

Commission discussion and/or action regarding the annual review and evaluation of the City Manager. City Manager Mark Lubelski.

(B) Chief of Police Annual Review

Commission discussion and/or action regarding the annual review

and evaluation of the Chief of Police Daniel J. Ransone.

(C) Fire Chief Annual Review

Commission discussion and/or action regarding the annual review and evaluation of the Fire Chief. John McNamara, Fire Chief.

(D) City Clerk Annual Review

Commission discussion and/or action regarding the annual review and evaluation of the City Clerk. Felicia M. Bravo, City Clerk.

(E) City Commission Discussion and/or Action Regarding City Hall Museum

City Commission Discussion and/or Action Regarding City Hall Museum. Requested by Assistant Deputy Mayor Jacqueline Guzman.

(F) Designation of Charities, Fundraising Events and City Events

C25193

A Resolution of the City of Sunrise, Florida, updating Resolution No. 11-183, as amended, which identifies Charitable Organizations, Nonprofit Entities, Fundraising Events, and City Events that are formally approved by the City of Sunrise for purposes of charitable solicitations under the county's elected official code of ethics; and providing an effective date. City Manager Mark Lubelski. Thomas P. Moss, City Attorney.

Adjournment

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based F.S.S. 286.0105

The City does not tolerate discrimination in any of its programs, services or activities, and will not exclude participation in, deny the benefits of, or subject to discrimination anyone on the grounds of real or perceived race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status. **In compliance with the ADA and F.S.S. 286.26, any individual with a disability requesting a reasonable accommodation in**

order to participate in a public meeting should contact the City's ADA Coordinator at least 48 hours in advance of the scheduled meeting. Requests can be directed via e-mail to hr@sunrisefl.gov or via telephone to (954) 838-4522; Florida Relay: 711: Florida Relay (TIY/VCO): 1-800-955-8771; Florida Relay (Voice): 1-800-955-8770. Every reasonable effort will be made to allow for meeting participation.

If you plan to distribute written documents at the meeting, you must provide 10 copies to the City Clerk prior to the start of the meeting.

AGENDA ITEM REQUEST

Originating Department: Police

Item Title: Agreement

Item Number: 4A **Meeting Date:** 8/12/2025

City Reference Number (C#): C25175

Item Description:

A Resolution of the City of Sunrise, Florida, approving a "Letter of Agreement and Contract" between the City of Sunrise and the University of North Florida Training and Services Institute, Inc., d/b/a Institute of Police Technology and Management for a Pedestrian and Bicycle Safety High Visibility Enforcement Grant; and providing an effective date. City Manager Mark Lubelski. Daniel J. Ransone, Chief of Police.

Funding:
N/A

Amount:
$5,000.00
No City Match Required

ATTACHMENTS:

ATY Resolution - C25175
HVE Subcontract Agreement

Background:
The Police Department has been awarded a grant in the amount of $5,000. from the Florida Department of Transportation administered through the University of North Florida Training and Services Institute, Inc. d/b/a Institute of Police Technology Management (IPTM), for Pedestrian and Bicycle Safety High Visibility Enforcement and Support Program. Through this project #433144-1-8404, Contract#G3E95, the Sunrise Police Department will conduct overtime high visibility education and enforcement operations and will utilize law enforcement support to reinforce safe pedestrian, bicyclist, and driver behaviors in priority counties in Florida. The goal of this joint effort is to reduce traffic crashes, resulting in serious and fatal injuries to pedestrians and bicyclist using high visibility education and enforcement details. There is no match required by the City.

In order to receive the awarded funds, it is necessary to enter into an agreement with the University of North Florida Training and Services Institute. The agreement includes indemnification and insurance requirements broader than ordinarily accepted by City staff; however, the benefits of grant funding to develop and implement effective community level high visibility education and enforcement details to mitigate crashes and protect the safety of pedestrians and bicyclists on Florida's roads outweighs the cost associated with any contractual liability.It is requested the City Commission approve the attached agreement.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Sgt. Jeremy Copas Phone: 954-746-3342

Department Head Name and Title:
Daniel J. Ransone, Chief of Police

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "LETTER OF AGREEMENT AND CONTRACT" BETWEEN THE CITY OF SUNRISE AND THE UNIVERSITY OF NORTH FLORIDA TRAINING AND SERVICES INSTITUTE, INC., D/B/A INSTITUTE OF POLICE TECHNOLOGY AND MANAGEMENT FOR A PEDESTRIAN AND BICYCLE SAFETY HIGH VISIBILITY ENFORCEMENT GRANT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Sunrise Police Department has been awarded a grant from the University of North Florida Training and Services Institute to provide for payment of overtime costs related to pedestrian and bicycle safety education and enforcement; and

WHEREAS, an agreement between the parties is required for the acceptance of the grant.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. A "Letter of Agreement and Contract" between the City of Sunrise and the University of North Florida Training and Services Institute, Inc., d/b/a Institute of Police Technology and Management (Agreement) is hereby approved. A copy of the Agreement is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. The Chief of Police is hereby authorized to execute the Agreement.

Section 3. The Chief of Police, or designee, is hereby authorized to perform all acts required for the full performance of the Agreement, including executing any related documents, reports, extensions, or renewals. Any extension or renewal requires the approval of the City Attorney's Office. Any material amendment to the Agreement requires approval of the City Commission. The Chief of Police shall provide the City Clerk with a copy of any executed extensions or renewals.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

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Institute of Police Technology and Management

University of North Florida
12000 Alumni Drive | Jacksonville, Florida 32224
Phone: (904) 620-4786 | Fax: (904) 620-2453
www.iptm.org

July 1, 2025

Mr. Chris Craig
Traffic Safety Administrator
Florida Department of Transportation
605 Suwannee Street, MS 53
Tallahassee, Florida 32399

RE: Pedestrian and Bicycle Safety High Visibility Enforcement and Support Program
Project Number: 433144-1-8404
Contract Number: G3E95

Dear Mr. Craig,

We are requesting subcontract approval under the aforementioned subgrant agreement. The request is for approval of a contractual services agreement between IPTM and City of Sunrise in the amount of $5,000.00. Under the contract, Sunrise Police Department will conduct overtime high visibility education and enforcement operations through May 8, 2026.

I appreciate your consideration of this request.

Sincerely,

Angel Williams
Coordinator

Attachment

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Letter of Agreement and Contract

In this contract between the City of Sunrise ("Vendor") and University of North Florida Training and Services Institute, Inc., d/b/a Institute of Police Technology and Management ("IPTM"), a direct support organization of the University of North Florida ("University"), the Vendor shall perform the services as outlined in the scope of services (Exhibits A & B). The contract period will begin upon execution and will end on May 8, 2026.

Total contract amount will not exceed $5,000.00

The parties to this contract shall be bound by all applicable state and federal requirements as outlined in Florida Department of Transportation (FDOT) Project # 433144-1-8404, FDOT Contract # G3E95. All services must be completed by May 8, 2026. The final invoice must be received by June 5, 2026 or payment will be forfeited.

It is expressly understood that the Vendor is an independent contractor, and not an agent of the FDOT or the University of North Florida. The FDOT and the University's ("State Agencies" or individually "State Agency") respective total liability in negligence or indemnity for acts of its employees or officers shall not exceed the limits of their waiver of sovereign immunity provided under Section 768.28, Florida Statutes. The FDOT, the University, and the Vendor shall each be responsible for its own attorney fees in the event of a dispute.

To the fullest extent permitted by law, the vendor shall indemnify and hold harmless IPTM and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and IPTM's sovereign immunity.

Vendor is a subdivision, as defined in Section 768.28, Florida Statutes, and Vendor agrees to be fully responsible only to the extent provided by Section 768.28, Florida Statutes, for the negligent or wrongful acts or omission of any employee of the Vendor while the employee is acting within the course and scope of the employee's employment, and for any damages proximately caused by said acts or omissions or torts.

Nothing herein shall be construed as consent by a State Agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this contract. No State Agency or subdivision indemnifies any other party or person beyond the extent permitted under the law, no matter what the circumstances. Nothing herein shall be construed as a waiver by the FDOT, the University, and the Vendor of any rights or limits to liability existing under Section 768.28, Florida Statutes.

In accordance with the contract, the Vendor is authorized to perform the tasks detailed in the scope of services (Exhibits A & B) and is fully responsible for satisfactory completion of all services. Services performed prior to receiving an executed contract from the University will not be eligible for reimbursement. This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

This is a cost reimbursable contract. To be eligible for reimbursement, all costs must be allowable pursuant to state and federal expenditure laws, rules and regulations and must be essential to the successful completion of the tasks identified in this contract for services.

If a cost benefits more than one project, a determination must be made and documentation provided to support that the cost is distributed in a reasonable and consistent manner across all benefiting projects.

CANCELLATION: This contract may be unilaterally cancelled by FDOT or the University for refusal by the Vendor to allow public access to all documents, papers, letters, or other material made or received by the Vendor in conjunction with this contract, unless Florida law provides that the records are confidential and/or exempt from the disclosure requirements of section 24(1) of Article 1 of the state constitution and section 119.07(1), Florida Statutes.

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EXHIBIT "A"

SCOPE OF SERVICES
PEDESTRIAN AND BICYCLE SAFETY
HIGH VISIBILITY EDUCATION AND ENFORCEMENT CAMPAIGN

I. OBJECTIVE:

The Florida Department of Transportation ("FDOT"), through a subgrant with University of North Florida ("University"), will utilize law enforcement support to reinforce safe pedestrian, bicyclist, and driver behaviors in priority counties in Florida. The goal of this effort is to reduce traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists using high visibility education and enforcement details.

II. PURPOSE:

In 2023, 3,375 people lost their lives in traffic crashes on Florida's roadways. More than 23% of them were pedestrians (791) and more than 6% were bicyclists (234).

The **Purpose** of this funding opportunity is to develop and implement effective community level High Visibility education and enforcement details in areas with the highest representation of traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists.

The project **Goal** is to mitigate crashes by increasing awareness of and compliance with traffic laws that protect the safety of pedestrians and bicyclists on Florida's roads.

Pedestrians and bicyclists are more vulnerable than all other road users. Traffic crashes involving pedestrians and bicyclists are more likely to result in fatal or serious injuries than any other types of traffic crashes.

Speed, impairment, and distractions contribute to unsafe conditions for pedestrians and bicyclists and may be included in enforcement operations where there is data to support the need for these interventions to improve the safety of pedestrians and bicyclists.

Pedestrian decoys may only be included in enforcement operations to improve driver yield rates at mid-block crossing locations to improve the safety of pedestrians and bicyclists.

This campaign is a component of Florida's Bicycle/Pedestrian Focused Initiative and is implemented by the Institute of Police Technology and Management (IPTM) under the direction of the Florida Department of Transportation (FDOT). This campaign supports the goals established in Florida's Pedestrian and Bicycle Strategic Safety Plan. High Visibility Enforcement activities are being implemented to mitigate crashes by educating pedestrians, bicyclists, and motorists on traffic laws pertaining to pedestrian and bicycle safety and increasing compliance with those laws.

III. IPTM RESPONSIBILITIES:

IPTM will provide the required training/training materials, a copy of Florida's Pedestrian and Bicycle Strategic Safety Plan, and educational materials to the Vendor for distribution during enforcement operations upon contract execution. Additional educational materials, bicycle lights, and electronic media may be requested by the Vendor but are subject to availability. IPTM reserves the right to review and audit the Vendor's compliance with the terms of this Letter of Agreement and Contract. IPTM also reserves the right to reduce the amount of funding allocated under this Letter of Agreement and Contract when it is determined that the Vendor will be unable to properly utilize the full funding amount as outlined herein.

IV. VENDOR SERVICES AND RESPONSIBILITIES:

Vendor will provide high visibility education and enforcement of all road users, including pedestrians, bicyclists, and motorists, to change behaviors and improve the safety of pedestrians and bicyclists. Vendor will conduct on-street education and enforcement details at pre-approved locations within pre-approved times and distribute educational materials with each contact. Education is the preferred method of behavior correction. Warnings and/or citations to pedestrians, bicyclists, and motorists will be guided by

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the Vendor's policies and procedures and must comply with Florida law. These operations are designed to reach more than just the individuals who are stopped or contacted, they should also be highly visible to anyone driving, walking, or biking in the area in a way that associates the enforcement activity with the safety awareness campaign. The Vendor shall record all detail activity that documents the education and enforcement outputs for each detail conducted during the contract period using the provided online platform.

To be reimbursable, activities conducted by the Vendor must meet the requirements listed in this Letter of Agreement and Contract to include the following:

- Operations must begin within 60 days of the contract execution date. Exceptions require the approval of IPTM.
- Only overtime hours for sworn law enforcement officers are eligible for reimbursement (non-sworn civilian personnel are not eligible unless explicitly approved in writing by IPTM).
- Operations must be highly visible to anyone driving, walking, or biking in the area. It is strongly suggested that operations include a combination of high visibility elements with a coordinated media awareness campaign similar to those used in sobriety checkpoints or other enforcement mobilizations.
- Funds may not to be used to supplant the Vendor's enforcement and educational efforts funded by other local, state, or federal sources. Duplicated efforts are not eligible for reimbursement.
- Vendor will not be reimbursed for education and enforcement details that take place at locations outside of those pre-approved by the FDOT and outlined in Exhibit C of this agreement.
- Vendor will not be reimbursed for education and enforcement details that take place outside of the day(s) and times of day pre-approved by the FDOT and outlined in Exhibit C of this agreement (each detail location may have different pre-approved days and times of day).

Minimum Level of Service

Vendor shall conduct highly visible education and enforcement operations at each of the identified locations outlined in Exhibit C of this agreement, prioritizing efforts towards higher ranked (Tier 1) locations.

☐Both Tier 1 and Tier 2 locations: Tier 1 locations shall be worked from contract execution through May 8, 2026. Tier 2 locations can be worked in addition to Tier 1 locations from February 1, 2026 through May 8, 2026.

☒Only Tier 2 locations shall be worked from contract execution through May 8, 2026.

A minimum of two (2) media engagements should be conducted in conjunction with these high visibility enforcement operations during the contract period.

Vendor performance will be evaluated based on their prioritization of enforcement details to areas with the highest representation of traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists and on the visibility of the mobilization.

- Vendor will not be reimbursed for administrative time, travel time, meal breaks or other hours that are not for participation in the education and enforcement overtime details aimed at reducing traffic crashes resulting in serious or fatal injuries to pedestrians or bicyclists, or attendance at required training outside of the training requirement listed within this contractual service agreement.
- Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.), unless there are extenuating circumstances at the end of a shift

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that causes the hours to exceed this limit. **Extenuating circumstances must be documented in the activity report.** There is no pay period limit.

- Officer training is mandatory. For their overtime hours to be reimbursable, officers working the education and enforcement details must first complete the required four-hour training course titled *"Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices."* To remain eligible, officer "refresher training" is required for any officer who completed the four-hour training course titled *"Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices"* **prior to June 30, 2024.** The refresher training class titled "*Pedestrian & Bicycle Safety: A Law Enforcement Review"* is not a substitute for the 4-hour classroom course for initial eligibility into this program.

- Vendor may be reimbursed for a limited number of sworn law enforcement officers to attend the required four-hour training course titled *"Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices"* or the two (2) hour online refresher training course titled "*Pedestrian & Bicycle Safety: A Law Enforcement Review".* For their overtime hours to be reimbursable, attendance at the training must be within the contract period and must be on overtime status. Although every sworn law enforcement officer may attend the training, overtime reimbursement is limited to those officers who will actually take part in education and enforcement details.

- Public awareness is a key element of the high visibility enforcement model. The Vendor is strongly encouraged to distribute a minimum of two (2) media releases during the contract period. The first media release announcing that operations are beginning should be distributed a minimum of seven (7) days in advance of the first education/enforcement detail. The second media release should include a reminder that details are ongoing. This second media release should be distributed approximately halfway through the contract period. Additional media engagement is also encouraged throughout the contract period. Media releases may include social or digital media but must also be distributed through local media outlets. Proof of media engagement should be provided within 30 days of the press release or news report.

- The Vendor shall distribute the provided safety educational materials during all education and enforcement details. Materials will be provided to Vendor free of charge for this purpose.

- Vendor may elect to participate in bicycle light distribution to improve nighttime visibility and compliance with F.S. 316.2065(7). A Bicycle Light Distribution Assurance Form provided by IPTM is required for each bicycle light set that is distributed. The required documentation must be signed by the officer and submitted to IPTM or through the provided online platform along with the detail report for the period in which the lights were distributed.

- Invoice submissions must document that each officer was on overtime status while working the education and enforcement details in order to be eligible for reimbursement.

HIGH VISIBILITY ENFORCEMENT (HVE)

All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this contractual service agreement.

High Visibility Enforcement is defined as:

Intense:	Enforcement activities are over and above what normally takes place.
Frequent:	Enforcement occurs often enough to create general deterrence.
Visible:	A majority of the public sees or hears about the enforcement.
Strategic:	Enforcement targets high-risk locations during high-risk times.

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APPROVED PERSONNEL LIST

Prior to commencing the services outlined under this contract, Vendor must submit a list of personnel authorized to participate in overtime details under this agreement through the provided online platform. The name and fully loaded hourly overtime rates to be used for each officer must be submitted. The overtime rates may include the costs of hourly overtime plus associated fringe benefits paid upon the overtime. Only hours from officers listed shown on the authorized personnel list are eligible for reimbursement under this agreement. The authorized personnel list shall be updated as needed to add officers and update overtime pay rates.

METHOD OF COMPENSATION/PAYMENT SCHEDULE

Invoices must be submitted at least monthly (every 30 days), beginning within 90 days of the contract execution date. Invoices must contain the following:

- **Invoice** to include summary of hours charged and total due.

- **Payroll documentation:** Vendor must submit payroll documentation to accompany each invoice. This payroll documentation should clearly indicate that the detail hours worked under this contract were on overtime status along with the overtime rates that were paid. As this is a cost-reimbursable contract, IPTM can only reimburse the Vendor for an amount up to the total costs incurred for the overtime worked; therefore, Vendor must include either a pay stub or payroll ledger documenting payment to each officer for which reimbursement is requested. It is the responsibility of the Vendor to redact any personally identifiable information such as Social Security numbers prior to submission.

  The overtime pay rate for personnel shall be based on the actual cost per employee in accordance with the agency's payroll policy. Each agency shall comply with Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment and its own policies and procedures, insofar as those policies apply uniformly to both federally financed and other activities of the agency, as required by 2 CFR 200.403(c). Additional hours may be called overtime, call-out, off duty, extra, additional, etc.

  As part of the "fully burdened" overtime costs, the agency can be reimbursed for the additional benefit costs paid on the overtime worked. These benefit costs must be additional costs incurred specifically as a result of the overtime being reimbursed. These benefits may include associated portions of FICA (Social Security and Medicare), Worker's Compensation, Retirement benefits, and fixed shift differential costs. Prorated portions of leave accrual, health/life insurance, uniform allowance, vehicle usage, salary incentive, and other standard benefits cannot be reimbursed as they are not additional costs incurred specifically as a result of the overtime worked.

- **Detail Activity:** Vendor shall record detail activity that documents the education and enforcement outputs for each detail conducted through the provided online platform. The activity will document that each detail conducted meets the minimum level of service as outlined in this agreement and show the officers assigned, date, days and/or times, location, contacts made, number of materials distributed, and the numbers of educational contacts, warnings and citations issued to motorists, pedestrians, and bicyclists for each statute. Detail Activity submissions shall be consistent with the corresponding invoices and payroll documentation.

All invoices must be submitted through the provided online platform. In case the provided online platform is unavailable, invoice documentation can be sent electronically to ped.bike.safety@iptm.org.

All requests for reimbursement shall be signed by an Authorized Representative of the Vendor, or their delegate.

The University has 40-days to review and process invoices for services. This process begins on the date the Vendor invoice is received, inspected, and approved. Invoices may be returned if not completed properly. If a payment is not available within 40 days from the University approval, a separate interest

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penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar will not be enforced unless the Vendor requests payment. Invoices that have to be returned to a Vendor because of Vendor preparation errors will result in a delay in the payment and is not subject to the interest penalty. The Vendor payment requirements do not start until a properly completed financial reimbursement request is provided to the University.

FINANCIAL CONSEQUENCES

Payment shall be made only after receipt and approval of services provided. If the University determines that the performance of the Vendor does not comply with the contract requirements, the University shall notify the Vendor of the deficiency to be corrected, and the correction shall be made within a timeframe to be specified by the University. If the deficiency is subsequently resolved, the University agrees to pay the invoice(s) for the unpaid amount(s) during the next billing period. If the Vendor is unable to resolve the deficiency, the funds shall be forfeited at the end of this contractual service agreement.

PRE-APPROVED HVE LOCATIONS

Education and enforcement overtime details are only authorized at locations (specific intersections, corridors, and/or regions) that have been pre-approved by the FDOT. Vendor may not be reimbursed for efforts conducted at locations that have not been pre-approved, that take place prior to the date of the approval of this agreement, or that do not comply with the minimum level of service as outlined in this agreement.

Maximum number of officers permitted at pre-approved locations:

- 0.5 mile or less - 3 officers permitted
- 0.51 miles to 0.75 miles – 5 officers permitted
- 0.76 miles or more – 8 officers permitted

The Vendor will not be eligible for reimbursement for officers that exceed the maximum number permitted.

Each pre-approved location will have clearly defined boundaries; day(s) and times of day in which the overtime details can be worked and will be outlined in Exhibit C.

REQUESTS FOR ADDITIONAL FUNDING

The Vendor may request an increase to the total funding amount of this contract during the contract period. If the funding is available, the increased funding request may be considered if the Vendor has:

- satisfied all of the provision listed within this contract
- submitted timely invoices and record of detail activity submissions
- conducted HVE overtime detail efforts in a manner that supports the stated goal
- expended 80% or more of the current contract funding amount
- pedestrian and bicyclist crash circumstances within the Vendor's jurisdiction support the increased funding amount

Increased funding will be based upon availability and must be approved by the FDOT.

Increased funding will be accomplished through an amendment to this contract which must be signed by the FDOT, Vendor, and IPTM.

Requests for increased funding must be submitted to IPTM and received on or before February 27, 2026.

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NON-DISCRIMINATION AND ETHICAL STANDARDS

No person shall, on the ground of race, color, religion, sex, handicap, or national origin, be subjected to discrimination under any program or activity supported by this contract. The agency agrees to comply with the Florida Civil Rights Act (F.S. 760)
http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0700-0799/0760/0760.html

All officers participating in High Visibility Enforcement activities are required to comply with the Law Enforcement Officer Ethical Standards of Conduct as established by the Florida Department of Law Enforcement. https://www.fdle.state.fl.us/Content/CJST/Menu/Officer-Requirements-Main-Page/LE-Ethical-Standards-of-Conduct.aspx

CORE ACTIVITY PERFORMANCE MEASURES / MINIMUM LEVEL OF SERVICE TO BE PERFORMED AND CRITERIA FOR EVALUATING SUCCESSFUL COMPLETION.

Each law enforcement agency is encouraged to complete all of the tasks as outlined within this contract. All agencies are required to complete a minimum of (80%) eighty percent of contracted efforts within the contract period to be eligible for "agency of the year award" consideration. Each successive fiscal year, agencies will be prioritized for funding based on percentage of performance expectations that were met.

CONSEQUENCES FOR NON-PERFORMANCE

If the Vendor is unable to properly utilize the full funding amount as outlined herein, the amount of funding for subsequent periods may be reduced. In the event that the required services are in dispute, the invoice may be pro-rated, reduced, or payment withheld until adequate documentation is provided to support the completion of such services and the dispute is resolved. If requirements are not met, the invoice will be pro-rated and payment will only be made for services that were completed as outlined in this agreement. Failure to submit invoices, detail activity reports, or other deliverables as outlined in this contract may result in termination of the agreement.

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EXHIBIT "B"

EFFORT SUMMARY

FLORIDA'S PEDESTRIAN AND BICYCLE FOCUSED INTITIATIVE
HIGH VISIBILITY ENFORCEMENT CAMPAIGN

QUANTIFIABLE, MEASURABLE, AND VERIFIABLE DELIVERABLES

- A minimum of two (2) media engagements should be conducted in conjunction with these high visibility enforcement operations during the contract period.
- Detail Activity Reports shall be submitted for each education and enforcement detail worked.
- Bicycle Light Distribution Assurance Forms shall be submitted for each bicycle light kit distributed.
- Invoices shall be submitted for each month or payroll period in which overtime details were performed beginning the month following contract execution.

PERFORMANCE MEASURES

Proof of performance documentation shall be submitted. This includes, but is not limited to, the following:

- Detail Activity Submissions
- Proof of media engagements
- Proof of overtime hours worked

BUDGET/COST ANALYSIS

- The name and fully loaded hourly overtime rates to be used for each officer must be submitted.
- The overtime rates may include the costs of hourly overtime plus associated fringe benefits paid upon the overtime.
- Only hours from officers listed and shown on the authorized personnel list are eligible for reimbursement under this agreement.
- Only overtime hours for sworn law enforcement officers are eligible for reimbursement (non-sworn civilian personnel are not eligible unless explicitly approved in writing by IPTM).
- Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.).
- Only maximum number of officers permitted at pre-approved locations are eligible for reimbursement under this agreement.
- Payroll documentation should clearly indicate that the detail hours worked under this contract were on overtime status along with the overtime rates that were paid.
- ☐Both Tier 1 and Tier 2 locations: Tier 1 locations shall be worked from contract execution through May 8, 2026. Tier 2 locations can be worked in addition to Tier 1 locations from February 1, 2026 through May 8, 2026.
  ☒Only Tier 2 locations shall be worked from contract execution through May 8, 2026.
- Payment shall be made only after receipt and approval of services provided.

Total contract amount not to exceed: $5,000.00

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EXHIBIT "C"

Locations for Sunrise Police Department
Florida's Pedestrian and Bicycle Focused Initiative
High Visibility Enforcement Campaign

Rank	Roadway Name	From	To	Length (miles)	Tier	Time Range		Day of the Week
						From	To	
85	W SUNRISE BLVD	PURPLE PALACE PLACE	N FLAMINGO ROAD	0.27	2	1100	2100	MONDAY, WEDNESDAY, SUNDAY
105	W OAKLAND PARK BLVD	SUNRISE FIRE STATION 72	N NOB HILL ROAD	0.22	2	1000	2300	SUNDAY, TUESDAY, WEDNESDAY, FRIDAY
106	N UNIVERSITY BLVD	SUNSET STRIP	SPRINGTREE DRIVE	1.24	2	500	2400	SUNDAY, MONDAY, TUESDAY, WEDNESDAY, THURSDAY, FRIDAY, SATURDAY

Data Source: Signal 4 Analytics 7/1/2019-6/30/2024 (downloaded March 2025). Table lists roadway segments with high representation of traffic crashes resulting in serious injuries and fatalities to pedestrians and bicyclists.

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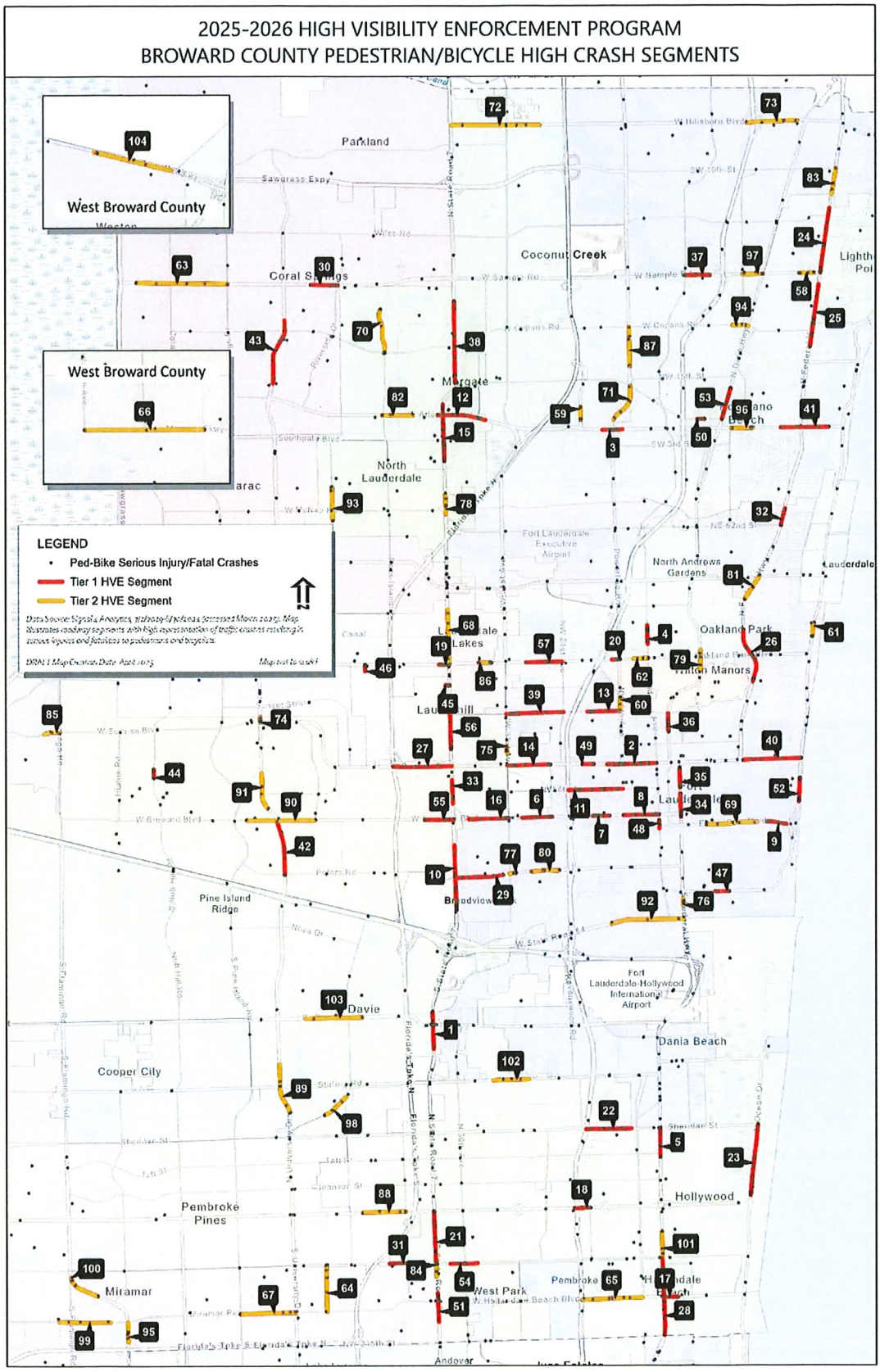
EXHIBIT "C"



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Letter of Agreement and Contract

Execution of Agreement. This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

University of North Florida Training and Services Institute, Inc.
d/b/a Institute of Police Technology and Management

George Androuin, Assistant Vice President — Date

Cameron Pucci, Director — Date

VENDOR ACKNOWLEDGEMENT: By signing below, I certify that I have read the entire document, agree to abide by the pricing and all terms and conditions of this Letter of Agreement and Contract, and that I am authorized to sign for the Vendor.

Vendor Name: City of Sunrise

Address: 10440 W. Oakland Park Blvd, Sunrise, FL 33351

Vendor's Authorized Agent Signature — Date

Printed Name — Title

DocuSigned by:
Chris Craig
B67DFADA5D7C4E4...
07/09/2025 | 12:20 PM EDT
FDOT APPROVAL

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Exhibit "D"

FY2025 - Subcontract Agreement Required Federal Clauses, Per Part V

i. The parties to this subcontract shall be bound by all applicable sections of Part V: Acceptance and Agreement of Project # 433144-1-8404, FDOT Contract # G3E95. A final invoice must be received by June 5, 2026 or payment will be forfeited.

ii. **Buy America Act.** The Buy America Act prohibits the use of Federal highway safety grant funds to purchase any manufactured product or software/information technology systems whose unit purchase price is $5,000 or more, including motor vehicles, that is not produced in the United States. NHTSA may waive those requirements if (1) their application would be inconsistent with the public interest; (2) such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) the inclusion of domestic material will increase the cost of the overall Project contract by more than 25 percent.

iii. **Certification Regarding Federal Lobbying.** The subcontractor 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of 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 influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 U.S.C 1352. Any person who fails to file 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.

iv. **Cooperation with the Inspector General.** It is the duty of every subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this Agreement. Section 20.055(5), F.S.

v. **DBE Assurance**. The consultant or contractor and subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Subrecipient or the Department deems appropriate.

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vi. **E-Verify**. Any subcontractors performing work or providing services pursuant to the subgrant agreement are required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Agreement.

vii. **Nondiscrimination**. During the performance of this subcontract, the Subcontractor agrees:

1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time

2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein

3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, USDOT, or NHTSA

4. That, in the event a Subcontractor fails to comply with any nondiscrimination provisions in this subgrant, the Subrecipient will have the right to impose such subgrant sanctions as it or NHTSA determines are appropriate, including but not limited to withholding payments to the Subcontractor under the contract/agreement until the Subcontractor complies; and/or canceling, terminating, or suspending a contract or funding agreement, in whole or in part.

viii. **Clean Air Act and Federal Water Pollution Control Act**. Subcontracts for amounts in excess of $150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) as amended, and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

ix. **Integrity Certification**. The Subcontractor certifies that neither it nor its contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subcontractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subcontractor shall provide to the Department immediate written notice if at any time the Subcontractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

x. **Contract Work Hours and Safety Standards Act**. All subcontracts 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 CFR Part 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.

xi. **Indemnification and Insurance**. To the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, F.S., the Subcontractor shall indemnify and hold harmless the Subrecipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from

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liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity.

xii. **Policy on Banning Text Messaging While Driving Act**. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, subcontractors are encouraged to:

Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official business or when performing any work on behalf of the Subrecipient agency and/or the Government.

Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting and driving.

Insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that are $15,000 or more.

xiii. **Human Trafficking**. The Subcontractor agrees that it and its employees that perform any work on the subcontract shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the subcontract.

xiv. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** The Subcontractor agrees to take the following affirmative steps to assure that minority businesses, women's business enterprise, and labor surplus are used when possible:

1. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

xv. **Termination for Convenience**. In accordance with Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, either Party may terminate this Agreement for convenience upon thirty (30) calendar days' advance written notice to the other Party. Termination of this Agreement, as such, will not affect payment for services satisfactorily furnished prior to the termination.

AGENDA ITEM REQUEST

Originating Department: Purchasing

Item Title: Change Order

Item Number: 4B **Meeting Date:** 8/12/2025

City Reference Number (C#): C25188

Item Description:

A Resolution of the City of Sunrise, Florida, approving an increase to the award amount for Cooperative Agreement No. 25-15-03-WL between the City of Sunrise and Safeware, Inc. to provide for additional access control system locations; and providing an effective date. City Manager Mark Lubelski. Daniel J. Ransone, Chief of Police.

Funding:
140.00.00.529.506401 - Machines and Equipment

Amount:
$14,725.12
UASI Grant Funding
No City Match Required

ATTACHMENTS:

ATY Resolution - C25188
Resolution 24-85
Reso 25-69 with Cooperative Agreement
Exhibit A - Quotation 10230328 and 10230338
Sunbiz - Safeware, Inc.

Background:
The Sunrise Police Department was awarded the Urban Area Security Grant (UASI) 2023 and the acceptance of this grant funding was approved by the City Commission under Resolution 24-85.

On May 13, 2025, the City Commission awarded Cooperative Agreement No. 25-15-03-WL between the City of Sunrise and Safeware, Inc. for the purchase of an upgraded access control system, under the terms of Omnia Partners Contract No. 4400008468, Public Safety and Emergency Preparedness Equipment and Related Services under Resolution 25-69, in the amount of $345,395.88.

The installation of this equipment is currently underway and the Police Department has identified two (2) additional locations at the Public Safety Building (PSB) requiring access control equipment.

There is remaining funding from the original UASI award and Staff is requesting approval to utilize the remaining funding under this Cooperative Agreement to address the two additional locations in an amount of $12,839.92 and any unforeseen and miscellaneous items in a not-to-exceed amount of $1,885.20 for a total of $14,725.12. Quotations have been provided for the two additional locations (Exhibit A).

It is requested that the City Commission authorize the Police Department to expand the project to include the additional two locations utilizing the remaining UASI grant funding in the not-to-exceed total amount of $14,725.12.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Victoria Hernandez, MBA Phone: 954-572-2276

Department Head Name and Title:
Daniel Ransone, Police Chief

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING AN INCREASE TO THE AWARD AMOUNT FOR COOPERATIVE AGREEMENT NO. 25-15-03-WL BETWEEN THE CITY OF SUNRISE AND SAFEWARE, INC. TO PROVIDE FOR ADDITIONAL ACCESS CONTROL SYSTEM LOCATIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 13, 2024, via Resolution No. 24-85, the City Commission approved an award of grant funding for Police Department through the Urban Area Security Initiative (UASI) Grant Program 2023; and

WHEREAS, on May 13, 2025, via Resolution No. 25-69, the City Commission awarded Cooperative Agreement No. 25-15-03-WL to Safeware, Inc. for the purchase of an upgraded access control system in the amount of $345,395.88; and

WHEREAS, the installation of access control equipment is currently underway and the Police Department has identified two (2) additional locations at the Public Safety Building requiring access control equipment; and

WHEREAS, City staff is requesting approval to increase the award amount for Cooperative Agreement No. 25-15-03-WL, utilizing remaining 2023 UASI grant funding, to provide for the additional access control equipment.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. An increase to the award amount for Cooperative Agreement No. 25-15-03-WL, utilizing 2023 UASI grant funding, to provide for additional access control system equipment in the not-to-exceed amount of $14,725.12 is hereby approved.

Section 2. The Acting Procurement Manager is hereby authorized to issue a Purchase Order or take other action necessary in connection with this award.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

CITY CLERK
CITY OF SUNRISE
2024 AUG 15 PM 1:49

SUNRISE, FLORIDA

RESOLUTION NO. 24-85

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "MEMORANDUM OF AGREEMENT URBAN AREA SECURITY INITIATIVE FY 2023 'CITY OF SUNRISE'" BETWEEN THE CITY OF SUNRISE AND THE CITY OF MIAMI; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the United States Department of Homeland Security is providing financial assistance to the Miami urban area through the Urban Area Security Initiative (UASI) Grant Program 2023; and

WHEREAS, the City of Sunrise has been included in the Miami 2023 UASI Grant Program as a participating agency with the City of Miami as the sponsoring agency.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. A "Memorandum of Agreement Urban Area Security Initiative FY 2023 'City of Sunrise'" (Memorandum of Agreement) with the City of Miami is hereby approved. A copy of the Memorandum of Agreement is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. The Chief of Police is hereby authorized to execute the Memorandum of Agreement. The Chief of Police is further authorized to do all acts and things required for the full performance of the Memorandum of Agreement, including executing any amendments to extend the term subject to City Attorney approval. The Chief of Police shall provide the City Clerk a copy of any executed extensions or renewals.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this 13TH DAY of AUGUST, 2024.

Mayor Michael J. Ryan

Authentication:

Felicia M. Bravo
City Clerk

MOTION: SCUOTTO
SECOND: GUZMAN

DOUGLAS: YEA
GUZMAN: YEA
KERCH: YEA
SCUOTTO: YEA
RYAN: YEA

Approved by the City Attorney
as to Form and Legal Sufficiency

Thomas P. Moss

CITY CLERK
CITY OF SUNRISE
2025 MAY 16 PM 3:28

SUNRISE, FLORIDA

RESOLUTION NO. 25-69

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING "COOPERATIVE AGREEMENT NO. 25-15-03-WL BETWEEN THE CITY OF SUNRISE AND SAFEWARE, INC." FOR THE PURCHASE OF AN UPGRADED ACCESS CONTROL SYSTEM, UNDER THE TERMS OF OMNIA PARTNERS CONTRACT NO. 4400008468 FOR PUBLIC SAFETY AND EMERGENCY PREPAREDNESS EQUIPMENT AND RELATED SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the United States Department of Homeland Security provided financial assistance to the Miami urban area through the Urban Area Security Initiative (UASI) Grant Program 2023; and

WHEREAS, the Sunrise Police Department has been included in the Miami 2023 UASI Grant Program as a participating agency and the City Commission accepted the grant funding via Resolution 24-85;

WHEREAS, the Police Department is seeking to utilize UASI Grant funds to upgrade the existing Access Control System (ACS) at the Public Safety Building and other locations; and

WHEREAS, after competitive procurement, the County of Fairfax, Virginia, as the lead agency for OMNIA Partners, a national governmental purchasing cooperative, awarded Safeware, Inc. Contract No. 440008468 for Public Safety and Emergency Preparedness Equipment and Related Services.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. The above stated recitals are hereby adopted and incorporated herein.

Section 2. "Cooperative Agreement No. 25-15-03-WL between the City of Sunrise and Safeware, Inc." (Agreement) under the terms of OMNIA Partners Contract No. 4400008468 for the purchase of an upgraded access control system, is hereby approved. A copy of the Agreement is attached hereto and made a part of this Resolution as Exhibit A.

Section 3. Because this purchase will be made using an existing governmental contract, the City's formal bidding procedures are hereby waived pursuant to Section 5-173(c)(4) of the Code of the City of Sunrise Florida.

Section 4. The Procurement Manager is hereby authorized to execute the Agreement.

Section 5. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this 13TH DAY of MAY, 2025.

Mayor Michael J. Ryan

Authentication:

Feljcia M. Bravo
City Clerk

CITY OF SUNRISE • CORPORATE SEAL 1961 • A MUNICIPAL CORPORATION • FLORIDA

MOTION: SCUOTTO
SECOND: GUZMAN

CLARKE: YEA
GUZMAN: YEA
KERCH: YEA
SCUOTTO: YEA
RYAN: ABSENT

Approved by the City Attorney
as to Form and Legal Sufficiency

Thomas P. Moss

CITY CLERK
CITY OF SUNRISE
2025 JUN 18 PM 3:05

COOPERATIVE AGREEMENT NO. 25-15-03-WL BETWEEN THE CITY OF SUNRISE AND SAFEWARE, INC.

This Cooperative Agreement No. 25-15-03-WL (Agreement) is entered into between the City of Sunrise Florida, a Florida municipal corporation (City) and Safeware, Inc. a Maryland corporation (Contractor) this 18 day of (MAY) JUNE, 2025.

In consideration of the mutual terms and promises set forth below, the City and Contractor agree as follows:

1. After competitive procurement, the County of Fairfax, Virginia (Awarding Entity) awarded Contractor Contract No. 4400008468 for Public Safety and Emergency Preparedness and Related Service, under the terms of Omnia Partners, Public Sector on June 7, 2018 and subsequent Amendments. This Contract shall remain in effect through delivery, installation, inspection and approval by the City. A copy of the Contract is attached hereto as Exhibit A. Upon execution of this Agreement, all references to Awarding Entity within the Contract shall mean City of Sunrise, and the terms and conditions of the Contract shall be deemed as having been implemented for use within the City of Sunrise.

2. **Term.** This Agreement shall be effective when it has been fully executed by both parties and shall remain in effect through delivery, installation, inspection, and final approval by the City.

3. **Agreement Price and Payments.** The Contractor will bill the City at the completion of each job for all material, services and labor provided toward the completion of the work under this Agreement in accordance with the pricing set forth in Exhibit B.

Contractor shall submit invoices to:

City of Sunrise
Attn: Accounts Payable Dept.
10770 West Oakland Park Blvd.
Sunrise, FL 33351

The City shall pay Contractor for work performed in accordance with §218.70, et seq., Florida Statutes, the Local Government Prompt Payment Act, after receipt of Contractor's proper invoice. To be deemed proper, each invoice must comply with all statutory terms and all requirements specified by the City in its contract and / or purchase order. If a payment request or invoice does not meet the contract / agreement / purchase order requirements, the City will reject the payment request or invoice as specified in accordance with §218.70, et seq., Florida Statutes. The rejection will be written and will specify the deficiency and the action necessary to make the payment request or invoice proper.

4. Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. certified mail, overnight delivery, or hand delivery to the addresses listed below and shall be effective upon mailing if sent by certified mail or overnight delivery and effective upon receipt if hand delivered. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section.

If to Contractor, to: Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706

If to City, to: John T. Curran, Procurement Manager
City of Sunrise
Purchasing Office
10770 West Oakland Park Boulevard
Sunrise, FL 33351

With a copy to: City Attorney
City Attorney's Office City
of Sunrise
10770 West Oakland Park Boulevard
Sunrise, FL 33351

5. If checked, the following provisions shall apply and take priority over the Contract and the Awarding Entity's bid documents. If the following provisions are marked N/A (not applicable), they shall not apply:

☒___ a. **Termination.** This Agreement may be terminated by either party upon three (3) calendar days' written notice to the other party. The City is a bona fide governmental entity of the State of Florida with a fiscal year ending on September 30 of each calendar year. If the City does not appropriate sufficient funds to purchase the services or quantities required under this Agreement for any of the City's fiscal years subsequent to the one in which the Agreement is executed and entered into, then this Agreement shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of the City's obligation under this Agreement were last appropriated by the City and the City shall not, in this sole event be obligated to make any further purchases beyond said fiscal year.

☒___ **b. Insurance Requirements.**

Contractor agrees at its sole expense to maintain on a primary basis, non-contributory basis during the life of this Agreement 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

the Agreement. Any coverage maintained by the City shall apply excess of, or contingent upon the absence of, insurance required or maintained by Contractor.

Commercial General Liability. Contractor agrees to maintain Commercial General Liability at a limit of liability not less than $1,000,000.00 Each Occurrence, $2,000,000 Annual Aggregate. Contractor agrees its coverage shall not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Separation of Insureds.

Additional Insured Endorsement. Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 20 26 07 04, or CG 20 26 04 13, Additional Insured – Designated Person or Organization endorsement; or the CG 20 10 07 04, or CG 20 10 04 13, Additional Insured – Owners, Lessees, or Contractors endorsement, including the additional endorsement of GC 20 37 07 04, or GC 20 04 13, Additional Insured – Owners, Lessees, or Contractors Completed Operations. The name of the organization endorsed as Additional Insured for all endorsements shall read "City of Sunrise."

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 Statutes Chapter 440.

Waiver of Subrogation. Contractor agrees by entering into this Agreement 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 of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify when a manuscript notice endorsement is available by Contractor's insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage

no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax or email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder(s) address shall read:

Original to:	Copy to:
City of Sunrise Attn: Procurement Manager Purchasing Office 10770 West Oakland Park Blvd. Sunrise, Florida 33351 purchasing@sunrisefl.gov	City of Sunrise Attn: Risk Manager Risk Management Division 10770 W. Oakland Park Blvd. Sunrise, FL 33351 riskmanagement@sunrisefl.gov

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 to its poor financial condition or failure to operate legally.

☒____ **c. Indemnification.** This provision shall supersede and replace Appendix C, Section 57 of the Awarding Entity's procurement documents.

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City of Sunrise, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of services under this Agreement (1) provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, and (2) are caused in whole or in part by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable, **REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY CITY OF SUNRISE, ITS OFFICERS, AGENTS, VOLUNTEERS, OR EMPLOYEES**. The City of Sunrise reserves the right, but not the obligation, to participate in the defense

without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the expiration or earlier termination of the Agreement.

☒___ **d. Independent Contractor.** The Contractor is an independent contractor under this Agreement. Services provided by the Contractor shall be by employees of the Contractor who are subject to supervision by the Contractor, and who shall not be officers, employees, or agents of the City. Personnel policies, tax responsibilities, purchasing policies and other similar administrative procedures applicable to Services rendered under this Agreement shall be those of the Contractor.

☒___ **e. Assignment and Subcontracting.** The Contractor shall not assign transfer or assign the performance required by this Agreement without the prior written consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the City.

☒___ **f. Public Records.** The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the Contractor and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, the Contractor shall: (a) keep and maintain public records required by the City to perform the services provided hereunder; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City; and (d) upon completion of the Agreement, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. If the Contractor fails to comply with the requirements in this Section, the City may enforce these provisions in accordance with the terms of this Agreement. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954-746-3333), E-MAIL (CITYCLERK@SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).

☒ ___ **g. Discriminatory Vendor List**. Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Agreement, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

☒ ___ **h. Scrutinized Companies**

i. Pursuant to Section 287.135, Florida Statutes, Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

ii. Pursuant to Section 287.135, Florida Statutes, in the event the Contract is for one million dollars or more, Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List created pursuant to Section 215.473, Florida Statutes; and Contractor further certifies that it is not engaged in business operations in Cuba or Syria.

iii. Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Contract if Contractor is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List; has been placed on the Scrutinized Companies with Activities in the Iran List created pursuant to Section 215.473, Florida Statutes; or has been engaged in business operations in Cuba or Syria.

☒___ **i. Public Entity Crimes.** Pursuant to Section 287.133, Florida Statutes, 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of this Agreement, Contractor represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

☒___ **j. Compliance with Laws.** The Contractor and its services under this Agreement must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations. The Contractor agrees to provide to the City all necessary certifications required by any federal, state, and local laws, ordinances, codes, rules and regulations. The Contractor's obligations under this Section shall survive termination, cancellation or expiration of this Agreement.

☒___ **k. Governing Law.** This Agreement shall be governed by the laws of the State of Florida. Should the parties be involved in legal action arising under, or connected to, this Agreement, each party will be responsible for its own attorneys' fees and costs. The venue for any litigation will be Broward County, Florida. Both Parties hereby agree to waive a jury trial, and will proceed to a trial by judge if necessary.

☒___ **l. E-Verify Employment Eligibility.** Pursuant to Section 448.095, Florida Statutes.

i. Contractor warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. Contractor (1) has registered with and uses the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) has verified that all of the Contractor's subcontractors performing the duties and obligations of this Contract are registered with and use the EVerify System to electronically verify the employment eligibility of all newly hired workers.

ii. Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

iii. City shall terminate this Agreement if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If City has a good faith belief that Contractor's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, City shall notify Contractor to terminate its contract with the subcontractor and Contractor shall immediately terminate its contract with the subcontractor.

iv. If City terminates this Agreement pursuant to the subsection iii above, Contractor shall be barred from being awarded a future contract by City for a period of one (1) year from the date on which this Contract was terminated. In the event of such Contract termination, Contractor shall also be liable for any additional costs incurred by City as a result of the termination.

☒ ___ **m. Foreign Gifts and Contracts.** Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of $50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Contractor represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to City before execution of this Agreement, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Agreement.

☒_____ **n. Prohibited Telecommunications Equipment**

Contractor represents and certifies that it and all its subcontractors do not use any equipment, system, or service 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 such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Contractor represents and certifies that it and all its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of this Agreement.

☒_____ **o. Antitrust Violations**

The Contractor has a continuous duty to disclose to the City if it or any of its affiliates (as defined by Section 287.137(1)(a), Florida Statutes) are placed on the Antitrust Violator Vendor List. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for

the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, Contractor certifies that neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the City consistent with Section 287.137, Fla. Stat. as amended.

☒_____ **p. Entities of Foreign Concern**

The provisions of this section apply only if Contractor or any Subcontractor will have access to an individual's personal identifying information under this Agreement. Contractor represents and certifies: (i) Contractor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Contractor; and (iii) Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. On or before the Effective Date, Contractor and any Subcontractor that will have access to personal identifying information shall submit to City under Section 4, Notices, executed Exhibit "C" of Compliance with Foreign Entity Laws, under penalty of perjury, to the City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 3. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

6. Additional Provisions:

_____

_____

_____

7. Priority of Documents/Order of Precedence. This Agreement, the City's Purchase Order, Exhibit A, Exhibit B, and Exhibit C shall constitute the entire Agreement of the parties. In the event of conflict among these documents, this Agreement shall prevail, followed in precedence by the City's Purchase Order, Exhibit A, Exhibit B, and Exhibit C in that order.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City's Procurement Manager has made and executed this Agreement on behalf of the City on the day and year written below, and the Contractor, authorized to execute this Agreement and agree to the utilization of the Contract has made and executed this Agreement on the day and year written below.

CITY OF SUNRISE

By: _____

John T. Curran, Procurement Manager

Date: 6/18/2025

Approved as to Form and Legal Sufficiency for the City

By: _____

Thomas P. Moss, City Attorney

Safeware, Inc.

By: _____

Print Name: Peter Van Kirk

Print Title: Sales Representative

Date: 5/2/2025

Exhibit A

County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

Date of Award: JUN - 7 2018

Safeware, Inc.
4403 Forbes Blvd
Lanham, MD 20706

Attention: Rick Bond, Vice President of Sales

Reference: RFP2000002547; Public Safety and Emergency Preparedness Equipment and Related Services

Dear Mr. Bond:

Acceptance Agreement

Contract Number: 4400008468

This acceptance agreement signifies a contract award for Public Safety and Emergency Preparedness Equipment and Related Services. The period of the contract shall be from October 1, 2018 through September 30, 2023 with renewals of five (5) additional years, one (1) year at a time or a combination of the years, by mutual agreement of both parties.

The contract award shall be in accordance with:

1) This Acceptance Agreement; and

2) The Attached Memorandum of Negotiations.

Please note that this is not an order to proceed. A Purchase Order, which constitutes your notice to proceed, will be issued to your firm. Please provide your Insurance Certificate according to Fairfax County Special Provisions, Section 1 (Insurance) within ten (10) days after receipt of this letter.

Sincerely,

Cathy A. Muse

Cathy A. Muse, CPPO
Director/County Purchasing Agent

Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/dpmm
Phone 703-324-3201, **TTY:** 1-800-828-1140, **Fax:** 703-324-3228

County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

MEMORANDUM OF NEGOTIATIONS
RFP 2000002547
Public Safety and Emergency Preparedness Equipment and Related Services

The County of Fairfax (hereinafter called the County) and Safeware, Inc. and Mallory Safety and Supply, LLC. (hereinafter called the Contractor) hereby agree to the following in the execution of Contract 4400008468 with Safeware, Inc. and Contract 4400008495 with Mallory Safety and Supply, LLC. (hereinafter called the Contract) for the provision of public safety and emergency preparedness equipment and related services. The final Contract contains the following documents:

a. The County's Request for Proposal RFP 2000002547 and all Addenda;
b. The Contractor's Technical Proposal and Cost Proposal dated March 8, 2018;
c. The Contractor's response to clarification questions dated March 28, 2018.
d. The Contractor's response to items for negotiation dated April 12, 2018.
e. This Memorandum of Negotiations;
f. County's purchase order;
g. Any subsequent amendments to the Contract.

In addition, the County and the Contractor agree to the following:

1. The parties to this Contract acknowledge that Safeware, Inc. submitted a proposal, on behalf of Safeware, Inc. and Mallory Safety and Supply, LLC., in response to RFP2000002547. Mallory Safety and Supply, LLC. acknowledges and agrees to provide public safety and emergency preparedness equipment and related services to Participating Public Agencies of the states of Alaska, Hawaii, Washington, Oregon, California, Arizona, Nevada, New Mexico, Wyoming, Idaho, Montana, and Utah and to assume all responsibilities and obligations under this Contract for its designated territory. Safeware, Inc. acknowledges and agrees to provide public safety and emergency preparedness equipment and related services to Participating Public Agencies located in all other states of the United States, not identified above and to assume all responsibilities and obligations under this Contract for its designated territory. Contract number 4400008468 has been assigned to Safeware, Inc. and Contract number 4400008495 has been assigned to Mallory Safety and Supply LLC. to facilitate ordering.

2. The Contractor shall provide eCommerce rebates as outlined below:

   - If 30%-69.99% of total invoiced sales are received by website orders at the conclusion of each contract year, a 0.5% rebate will be provided on purchases made through ecommerce.
   - If 70% or greater of total invoiced sales are received by website orders at the conclusion of each contract year, a 1% rebate will be provided on purchases made through ecommerce.
     - Conditions: The agency total purchases for the annual contract period must be greater than $20,000. Ecommerce is defined as any order placed through Safeware or Mallory's website or fully integrated third party marketplace where the Participating Public Agency's orders and Safeware-Mallory's invoices are transacted via EDI, XML or cXML. Ecommerce rebates cannot be combined with other rebates, early payment discounts, or where the buying agency or procurement platform charges an administrative or transaction fee.

Department of Procurement& Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/dpmm
Phone 703-324-3201, **TTY:** 1-800-828-1140, **Fax:** 703-324-3228

3. Large sales greater than $20,000 may be eligible for additional price discounts from manufacturers and will be automatically flagged in the Contractor's system to seek additional price concessions from manufacturers.

4. For purchase of services under this Contract, the Contractor shall provide a minimum of 10% discount from Safeware and Mallory's list price. The pricing for services may be negotiated to a lower price.

5. The Contractor acknowledges and agrees that the County and the Participating Public Agencies reserve the right to review and negotiate the license and maintenance terms and conditions prior to any purchase of software under this Contract and that the Contractor will provide full support for executing the negotiated license/maintenance agreement(s) by the County/Participating Public Agencies and the software publisher. The Contractor also agrees to obtain agreement from its software publishers that their shrink wrap, browse wrap, click through, or similar processes are for access purposes only, and any terms and conditions offered in or referenced by those procedures will have no force or effect.

6. The Contractor shall hold the discount rate of 41% for equipment and 10% for services firm for the entire contract term including renewal periods.

7. The parties mutually agree that the first sentence of Paragraph 1.3 of Section 1 titled Insurance (Fairfax County Special Provisions) is deleted and is replaced with the following language:

   No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty-day written notice to the County Purchasing Agent and/or Risk Manager.

8. The parties mutually agree that the Paragraph 1.2 b. of Section 1 titled Insurance (Fairfax County Special Provisions) is deleted and is replaced with the following language:

   The contractor agrees to maintain Commercial General Liability insurance in the amount of $1,000,000 per occurrence/aggregate, to protect the contractor, its subcontractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with contracted work.

ACCEPTED BY:

Safeware, Inc. — Date: 6/6/18

Shawn Murray
Mallory Safety and Supply, LLC. — Date: 6/6/18

Cathy A. Muse
Cathy A. Muse, CPPO
Director/County Purchasing Agent — Date: 6/7/18

DocuSign Envelope ID: 83A7F341-C88C-4FDA-85F4-291D6780E4F9

County of Fairfax, Virginia

AMENDMENT

Date: September 29, 2022

AMENDMENT NO. 1

CONTRACT TITLE: Public Safety and Emergency Preparedness Equipment and Related Services

CONTRACTOR	SUPPLIER CODE	CONTRACT NO.
Safeware, Inc. 4403 Forbes Blvd Lanham, MD 20706	1000011775	4400008468

By mutual agreement, Contract 4400008468 is amended to renew for one (1) year at existing prices, terms and conditions, effective October 1, 2023 through September 30, 2024. This is the first of five renewal options.

Please provide a current Certification of Insurance (COI) in accordance with the CONTRACT INSURANCE PROVISIONS, within ten (10) days after receipt of this executed amendment.

ACCEPTANCE:

BY: _____ (Signature)

Vice President (Title)

Richard L Bond (Printed)

6-7-2022 (Date)

DocuSigned by:
Steve Pierson
0BE821303D064CD...

Lee Ann Pender, CPPO
Director/County Purchasing Agent
for

DISTRIBUTION:

Dept. of Finance – Accounts Payable/e
FRD – Jason Stanley
FCPD - Kerene Gordon
Sheriff's Office – Michelle Nelson
Contractor – email: Keith Hyatt, khyatt@safewareinc.com
Contractor – email: Rick Bond, rbond@safewareinc.com
Omnia – email: Victoria Palmieri, Victoria.Palmieri@omniapartners.com
Contract Specialist Supervisor – J. Pun
ACS, Team 1 – Chan Park

Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/procurement/
Phone 703-324-3201, **TTY:**711, **Fax:** 703-324-3228

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County of Fairfax, Virginia

AMENDMENT

Date: March 13, 2024

AMENDMENT NO. 2

CONTRACT TITLE: Public Safety and Emergency Preparedness Equipment and Related Services

CONTRACTOR	SUPPLIER CODE	CONTRACT NO.
Safeware, Inc. 4403 Forbes Blvd Lanham, MD 20706	1000011775	4400008468

By mutual agreement, Contract 4400008468 is amended to renew for four (4) years at existing prices, terms and conditions effective October 1, 2024 through September 30, 2028. This is the last of the renewal options available.

The contractor shall provide a current Certification of Insurance (COI) in accordance with the CONTRACT INSURANCE PROVISIONS, within ten (10) days after receipt of this executed amendment.

ACCEPTANCE:

BY: _____ Vice President
(Signature) (Title)

Richard L Bond 3-11-2024
(Printed) (Date)

DocuSigned by:
Steve Pierson
9BE821303D064CD...

For: Lee Ann Pender, CPPO
Director/County Purchasing Agent

DISTRIBUTION:
Dept. of Finance – Accounts Payable/e
FRD – Jason Stanley/e
FCPD - Kerene Gordon/e
DOF – Jerry Wilhelm/e
Contractor – khyatt@safewareinc.com; rbond@safewareinc.com
Omnia Partners – Victoria.Palmieri@omniapartners.com
Contract Specialist Supervisor – J. Pun
ACS, Team 1 – Roxanna Vazquez
Sheriff's Office – Michelle Nelson

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County of Fairfax, Virginia

AMENDMENT

Date: April 25, 2025

AMENDMENT NO. 3

CONTRACT TITLE: Public Safety and Emergency Preparedness Equipment and Related Services

CONTRACTOR	SUPPLIER CODE	CONTRACT NO.
Safeware, Inc. 4403 Forbes Blvd Lanham, MD 20706	1000011775	4400008468

By mutual agreement, Contract 400008468 is hereby amended as follows:

Due to recent changes in US import tariffs, the Contractor will include a separate line item on quotes and invoices reflecting any applicable tariff surcharges on products subject to such tariffs. This charge will apply solely to affected products and will represent the exact tariff amount passed through from the product provider, with no additional mark-up or margin applied by the Contractor.

The contract pricing shall remain unchanged regardless of any future increases, decreases, or elimination of such tariffs. Tariff charges will be adjusted solely in accordance with changes to the applicable government-imposed rates.

All prices, terms, and conditions remain the same.

ACCEPTANCE:

BY: _____ CHRO and Company Secretary
(Signature) (Title)

Mary Pelfrey 04/23/2025
(Printed) (Date)

DocuSigned by:
Lee Ann Pender
E239B762E600465...
Lee Ann Pender,
Director/County Purchasing Agent

DISTRIBUTION:
Finance – Accounts Payable\e
FRD – Jason Stanley/e
FCPD – Kerene Gordon/e
SO – Michelle Nelson/e
DOF – Jerry Wilhelm/e
Omnia Partners – amy.smith@omniapartners.com

Contract Specialist Supervisor – Jamie Pun
ACS, Team 1
Contractor- rbond@safewareinc.com

Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/procurement/
Phone (703) 324-3201, **TTY:** 711, **Fax:** (703) 324-3228

OMNIA Partners Finalizes U.S. Communities Government Purchasing Alliance (U.S. Communities) Purchase

Acquisition partners two cooperative purchasing leaders to generate combined savings and value for public agencies

FRANKLIN, TN – May 23, 2018 – OMNIA Partners announces that it has finalized the purchase of Communities Program Management, LLC (CPM), the organization that staffs and manages the operations of the U.S. Communities Government Purchasing Alliance (U.S. Communities). CPM has managed the U.S. Communities program since its inception and will continue to do so going forward.

The U.S. Communities program provides world-class procurement resources and solutions to local and state government agencies, school districts (K-12), higher education, and nonprofits. Participants have access to a broad line of competitively solicited contracts with best in class national suppliers.

OMNIA Partners is a national group purchasing organization that includes four subsidiaries: National IPA, Prime Advantage, Corporate United, and now, U.S. Communities.

“With the completion of the purchase, we will begin to explore the synergies of all OMNIA Partners companies and identify ways to provide value to their respective stakeholders,” says M. Todd Abner, President and CEO of OMNIA Partners. “Since 1996, U.S. Communities has been a trusted resource for public procurement

professionals. We are enthusiastic about what we'll be able to accomplish now that they are part of the OMNIA Partners organization."

"U.S. Communities has long held the goal of driving benefit to public agencies," says Kevin Juhring, President of CPM/U.S. Communities. "Now we'll be able to work towards this goal with OMNIA's support. I'm encouraged that together, we'll be able to drive improvements that will benefit public agencies and the supplier companies who serve them."

About OMNIA Partners

OMNIA Partners is a leading group purchasing organization (GPO) in procurement and supply chain management. Comprised of four subsidiaries: Corporate United, Prime Advantage, National IPA and U.S. Communities, OMNIA Partners serves over 35 industries in both the private and public sector. Through Corporate United, the GPO provides world-class indirect supply and service offerings for companies across the globe, including more than 20% of the Fortune 1000. Through Prime Advantage, the GPO offers access to elite direct materials suppliers specializing in commodities, engineered components, raw materials, services and supplies. The GPO also covers sourcing needs across the public sector through National IPA and newly acquired U.S. Communities, with fully transparent, value-driven pricing. OMNIA Partners leverages the economies of scale of its group with decades of procurement experience to execute mutually rewarding contracts in a multitude of verticals, while providing an extensive portfolio of sourcing solutions and partnerships for its members and suppliers.

About US Communities

U.S. Communities is a leading national government purchasing cooperative, providing world class government procurement resources and solutions to local and state government agencies, school districts (K-12), higher education institutions, and nonprofit organizations. U.S. Communities was founded in 1996 in partnership with several National Sponsors. Today, those National Sponsors

include the Association of School Business Officials, the National Association of Counties, the National League of Cities, the United States Conference of Mayors, and the National Governors Association. More than 55,000 registered agencies, education institutions and nonprofits utilize U.S. Communities contracts to procure more than $2.7 billion in products and services annually.

OMNIA® PARTNERS

First Name**

Last Name**

Organization Name**

Industry**

Email**

By providing email address(es) and/or any other personal information, as defined under applicable law, you represent that you have the authority to provide such information and acknowledge that you are agreeing to OMNIA Partners' use of your information as provided in the Terms of Use and Privacy Notice.

I agree*

SIGN UP FOR EMAILS

INDUSTRIES

K-12 Education

Higher Education

Government

Nonprofit

SOLUTIONS

Contract Offerings

Data & Spend Analytics

Industry Experts

Enterprise
Corporate
Private Equity
Real Estate

ABOUT US

RESOURCES

CAREERS

BECOME A MEMBER

5001 Aspen Grove Drive
Franklin, TN 37067

info@omniapartners.com
(866) 875-3299

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SAFEWARE-MALLORY

TECHNICAL PROPOSAL FOR

RFP#2000002547

COMPETITIVE SOLICITATION

BY FAIRFAX COUNTY, VA

FOR

PUBLIC SAFETY AND EMERGENCY PREPAREDNESS EQUIPMENT AND RELATED SERVICES

ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES

AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES

GOVERNMENT PURCHASING ALLIANCE

COPY

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FAIRFAX COUNTY

DEPARTMENT OF PROCUREMENT & MATERIAL MANAGEMENT
12000 GOVERNMENT CENTER PARKWAY, SUITE 427
FAIRFAX, VIRGINIA 22035-0013

VIRGINIA

TELEPHONE: (703) 324-3201 FAX: (703) 324-3228 TTY: 711

ISSUE DATE: February 6, 2018	**REQUEST FOR PROPOSAL NUMBER:** RFP2000002547	**TITLE:** Public Safety and Emergency Preparedness Equipment and Related Services
DEPARTMENT: Various	**DUE DATE/TIME:** March 13, 2018 / 2:00 P.M.	**CONTRACT SPECIALIST:** Jamie Pun; 703-324-3653 or Jamie.Pun@fairfaxcounty.gov

Proposals - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by Fairfax County the items or services offered and accompanying attachments shall constitute a contract.

Note: Fairfax County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

NAME AND ADDRESS OF FIRM:

SAFEWARE, INC
4403 FORBES BLVD
LANHAM, MD 20706

Telephone/Fax No.: 301-683-1234

E-Mail Address: Kahyatt@safewareinc.com

Federal Employer Identification No or: 52-1152883

Federal Social Security No.(Sole Proprietor): N/A

Prompt Payment Discount: 0 % for payment within ___ days/net 30 days

State Corporation Commission (SCC) Identification No.: F109145-5

By signing this proposal, Offeror certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in the General Conditions and Instructions to Bidders as described in Appendix C, the Certification Regarding Ethics in Public Contracting set forth in Appendix D, and by any other relevant certifications set forth in Appendix B.

BUSINESS CLASSIFICATION – Described in Appendix D – CHECK ONE:

☐ MICRO ☑ SMALL ☐ MINORITY-OWNED ☐ WOMEN-OWNED ☐ VETERAN OWNED
☐ EMPLOYMENT SERVICE ORG ☐ NON PROFIT ☐ GOVERNMENT/PUBLIC BODY

State in which Incorporated: MD

CHECK ONE: ☐ INDIVIDUAL ☐ PARTNERSHIP ☑ CORPORATION

Karla A Hyatt
Vendor Legally Authorized Signature

3-8-18
Date

KARLA A HYATT
Print Name

DIRECTOR OF GOV'T CONTRACTS
Title

Sealed proposals subject to terms and conditions of this Request for Proposal will be received by the Fairfax County Purchasing Agent at 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013 until the date/time specified above.

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION

1.0 INTRODUCTION

Safeware is pleased to submit this proposal in formal response to the understood requirements outlined in RFP2000002547 for the County of Fairfax and U.S. Communities. Together, Safeware, Inc. of Lanham, MD and Mallory Safety and Supply of Longview, WA submit this proposal in response to the aforementioned solicitation. For the purposes of this document, the offerors will be referred to as 'Safeware-Mallory'.

Safeware and Mallory are current joint contract holders of the U.S. Communities contract for Homeland Security and Public Safety, contract #4400001839 and #4400001840 respectively. We believe Safeware-Mallory is the premier choice for award of this subsequent contact, which the proposal to follow will demonstrate.

1.1 NAME OF SUPPLIER

COMPANY BACKGROUND

Safeware and Mallory are both nationally recognized industry leaders in the distribution and servicing of Public Safety and Emergency Preparedness Equipment. The two companies have a long history of working together on projects and entered into a teaming agreement for the U.S. Communities RFP in 2011 to provide complete coverage of the entire country. This arrangement proved to be a success in large part due to our shared core values, professionalism, and our deep sense of responsibility to our customers. Over the past 6 years we have been able to develop additional ways to work together by sharing ideas and best practices for both support personnel and outside sales staff, vendor access and operations. The purpose of our efforts was to support and improve our ability to serve the U.S. Communities program for the ultimate benefit of our customers.

Safeware and Mallory will again work together to support the U.S. Communities Public Safety contract and jointly submit this proposal for RFP 2000002547 Public Safety and Emergency Preparedness Equipment and Related Services.

SAFEWARE

Safeware, Inc. founded in 1979 just outside the nation's capital in Maryland is a leader in the Safety Distribution Industry providing products and services to customers in a broad range of markets, including: government, manufacturing, construction, military, transportation, and public safety. Our tag line is Safety, Service, Response and it says a lot about who we are. We are a *safety* company not only supplying products that save lives and protect employees and public servants, but we supply solutions as well. Unlike other large companies that simply sell safety, we have the knowledge and expertise to help solve problems.

Service comes in many forms but is the backbone of our company. Our value to all customers is the elevated level of service we provide, from a professional sales force working directly with customers, to our efficient and knowledgeable customer service team, down to our prompt shipping and delivery, and accurate billing. We also have a dedicated Technical Services Department that services equipment such as gas detection, NFPA self-contained breathing apparatus (SCBA), cylinder hydrostatic testing, and

Level-A suit testing to name a few. Our in-house repair centers and on-site service trucks offer multiple ways of meeting customers' mission critical requirements.

Safety and service is what we do but *Response* is who we are. Safeware has a well established reputation as the "go-to" company when customers need us most. We responded to the events of 9/11 with personnel and material arriving on scene in New York City and at the Pentagon within hours. We are proud of our ability to play such a significant role in supporting our country's first responders. Safeware has also provided material and support for many other crises including multiple anthrax incidents, oil spills, bombings, and natural disasters. No matter the size of an emergency, we work hard to help our customers in their times of need.

MALLORY

Mallory Safety and Supply, LLC. ("Mallory") is a full-line fire and safety product and service supplier headquartered in Longview, Washington. Mallory is an independent family owned business that has been serving the Public Safety sector for over 43 years. The current company is a result of a 2010 merger between The Mallory Co. of Longview and Safety and Supply Company of Seattle. Mallory begins with safety and loves to say yes. We are energized by applying thought and creativity to generate best in class solutions. This energy has contributed to our continued growth which has resulted in our company more than quadrupling in size in the last 7 years. We are the largest independent safety distributor on the West Coast with 15 branches, $21 million dollars in inventory, and 300 employees.

We have expanded our catalog by going both higher end in safety and wider in product offerings in order to address the strategic procurement initiatives of our customers. Mallory understands the safety issues specific to the west including wildfire and earthquake preparedness. Mallory, like Safeware, maintains an active service department with technicians that are factory certified in gas detection, SCBA, air compressors, fall protection, and other technical services. Mallory's focus is on safety with technical application expertise throughout the organization, a unique approached that is shared with Safeware and is unlike other national companies in their marketplace.

Safeware, Inc. **4403 Forbes Blvd.** **Lanham, MD 20706** **Incorporated in Maryland, 1979** **Federal ID: 52-1152883** **MD State Registration ID: 02543572** **Prince George's County License 16084513**	**Mallory Safety and Supply, LLC.** **1040 Industrial Way** **Longview, WA** **Incorporated in Washington, 2010** **Federal ID: 27-3905150** **WA State ID: 603061535**

1.2 UNDERSTANDING OF THE PROBLEM & TECHNICAL APPROACH

A. STATEMENT & DISCUSSION OF THE REQUIREMENTS

MASTER AGREEMENT

Safeware-Mallory understands that the Fairfax County is acting on behalf of itself and all states, local governments, and other Participating Public Agencies as well as on behalf the U.S. Communities Government Purchasing Alliance, in order to enter into a Master Agreement for a complete line of Public Safety and Emergency Preparedness Equipment and Related Services. We have reviewed the Master Agreement and agree to the details of such without exceptions.

OBJECTIVES

This proposal is designed to achieve the following objectives:

- Provide a comprehensive, competitively solicited Master Agreement offering Products and Services to Participating Public Agencies
- Establish a Master Agreement as Safeware-Mallory's primary offering to Participating Public Agencies
- Achieve cost savings for Safeware-Mallory and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals
- Combine the volumes of Participating Public Agencies to achieve cost effective pricing
- Reduce the administrative and overhead costs of Safeware-Mallory and Participating Public Agencies through state of the art ordering and delivery systems
- Provide Participating Public Agencies with environmentally responsible products and services

This proposal will address each of the specific requirements outlined in the RFP, and we will attempt to provide a solution to these requirements that is comprehensive in nature. We also recognize that there may be a particular product or service that we do not address in this proposal and we invite the contracting office to negotiate additional products and services if they are not specifically addressed here.

ACCEPTANCE OF TERMS

We acknowledge that signature of the cover page of this proposal signifies our acceptance and agreement to be bound by the conditions set forth in the County of Fairfax General Conditions and Instructions to Bidders as described in Appendix C of the RFP, all certifications set forth in the additional documents found in Appendix D (to be attached), and by any other relevant certifications set forth in Appendix B, the Master Intergovernmental Cooperative Purchasing Agreement as well as the Fairfax County Special Provisions found on pages 24-29 of the RFP.

We also agree to all terms and conditions of the Administration Agreement, as designated by the submission of the proposal and signed copy found in Attachment A, but to further substantiate our understanding of and compliance to such we offer the following summary of our understanding of these commitments.

PRICING AUDITS

Safeware-Mallory agrees to and will maintain detailed transaction records of all purchases made by Fairfax County and all other Participating Public Agencies under the Master Agreement for the life of the contract in electronic form. We acknowledge that U.S. Communities and Fairfax County both reserve the right to conduct random audits.

Fees and Reporting

Safeware will be responsible for providing all reporting for both Safeware and Mallory to U.S. Communities. Mallory agrees to supply Safeware with all required reporting data, and Safeware will report aggregated totals of all reporting to U.S. Communities.

Administrative Fees

Safeware agrees to pay a monthly administrative fee based upon the total sales price of all purchases shipped and billed under the contract in the amount of 2% of aggregate purchases made during the calendar month. Administrative fees to be paid 30 days after the end of each calendar month for purchases shipped and billed during such calendar month.

Sales Reports

Safeware agrees to provide an electronic accounting report within 30 days of the end of each calendar month in the format prescribed by Exhibit B of the RFP. Safeware has significant report capabilities and additional reporting can be provided at the request of Fairfax County or U.S. Communities.

Exception Reporting

Sales reporting discrepancies as determined by U.S. Communities and Safeware shall be resolved 30 days after notification. Upon resolution, Safeware agrees to remit payment within 15 calendar days.

Usage Reporting

Safeware agrees to deliver to U.S. Communities an electronic usage report of all contract sales within 30 days of the end of each contract year.

Supplier Failure to Report

Safeware acknowledges that failure to report or remit payment in a timely manner as prescribed in the agreement, and if not cured within 30 days of written notice, shall be deemed cause for termination of the contract at discretion of Fairfax County or U.S. Communities.

County of Fairfax General Conditions and Instructions to Bidders

We agree to all Terms and Conditions contained in RFP Appendix C.

Required Forms – Appendix D

We agree to all Terms designated in the forms found in RFP Appendix D. Please see Attachment B for signed copies of these forms.

FEMA Standards – Appendix F

Safeware-Mallory agrees to comply with all federal laws and regulations applicable to the receipt of FEMA grants as dictated in RFP Appendix F, FEMA Standard Terms and Conditions Addendum for Contracts and Grants.

Appendix G – Community Block Grant

Safeware-Mallory agrees to comply with all terms, conditions, and requirements enumerated by the grant funding source when purchases made under the contract are partially or fully funded with federal grant funds as dictated in RFP Appendix G, Community Development Block Grant Addendum.

APPENDIX I – UNIFORM ADMINISTRATIVE REQUIREMENTS ATTACH & SIGN PG115

Safeware-Mallory agrees to comply with all applicable provisions of the Uniform Administrative Requirements contained in Title 2 C.F.R. §200 et seq. We accept all Federal Grant Terms and Conditions as dictated in Appendix I of the RFP and agree to all certifications made in the Byrd Anti-Lobbying Certification, found in Attachment B.

B. PROPOSED SCOPE OF WORK

Safeware-Mallory's response to this RFP's general product categories attempts to demonstrate our ability to service each element by responding in detail. Though we have made every effort to clearly state our capabilities, it is difficult to relay every scenario where we have serviced customers with the products described in the RFP. Our hope is that the response provides enough detail to give confidence to our current and future efforts to support the categories under the contract.

GENERAL PRODUCT CATEGORIES:

1. **PERSONAL PROTECTIVE EQUIPMENT (PPE)**
2. **EXPLOSIVE DEVICE MITIGATION AND REMEDIATION EQUIPMENT**
3. **ENVIRONMENTAL MONITORING**
4. **CBRNE SEARCH & RESCUE EQUIPMENT**
5. **INTEROPERABLE COMMUNICATIONS EQUIPMENT**
6. **DETECTION EQUIPMENT**
7. **DECONTAMINATION EQUIPMENT**
8. **HAZARDOUS MATERIALS STORAGE**
9. **SPILL CONTROL AND CONTAINMENT**
10. **PHYSICAL SECURITY ENHANCEMENT EQUIPMENT**
11. **SURVEILLANCE, WARNING, ACCESS/INTRUSION CONTROL**
12. **EXPLOSION PROTECTION**
13. **FIRE AND EMERGENCY RESPONSE**
14. **TRAFFIC SAFETY**
15. **FACILITY SAFETY AND MAINTENANCE**
16. **FALL PROTECTION AND CONFINED SPACE**
17. **MEDICAL AND FIRST AID SUPPLIES**
18. **CBRNE REFERENCE MATERIALS**
19. **AUTOMATED EXTERNAL DEFIBRILLATORS (AEDS)**
20. **AMMUNITION/LESS THAN LETHAL MUNITIONS**
21. **CIVIL DISTURBANCE GEAR**
22. **DIVE GEAR/UNDERWATER RECOVERY/WATER SAFETY**
23. **POLICE FLEET MANAGEMENT PRODUCTS**
24. **LAW ENFORCEMENT SOFTWARE**
25. **PUBLIC SAFETY AVIATION- HELICOPTERS**
26. **PUBLIC SAFETY UNIFORMS**
27. **VEHICLES**
28. **TRAINERS AND TRAINING EQUIPMENT**
29. **VENDING SOLUTIONS**
30. **RELATED SERVICES**
31. **OTHER NON-LISTED PUBLIC SAFETY, LAW ENFORCEMENT AND FIRE EQUIPMENT**

1. PERSONAL PROTECTIVE EQUIPMENT (PPE)

Equipment worn to protect the individual from hazardous materials and contamination in the workplace including, a chemical/biological threat environment. Examples include the following: chemical resistant suits, escape masks, gloves, coveralls, helmets, eye protection, hi-visibility clothing, safety footwear, respiratory protective equipment, SCBAs, etc.

Personal protective equipment or (PPE) is at the heart of Safeware-Mallory's core competencies. Safeware and Mallory have a combined 81 years of experience as distributors of PPE serving commercial and government markets and many industries including: auto, chemical, pulp and paper, food production and distribution, aeronautical, energy production and distribution, construction, transportation, communications, utilities, waste management, Federal government, Military, State and local government to name a few. Head to toe protection for use in hazardous environment requires knowledge and expertise to select the correct ensemble and should not be taken lightly. Our staff understands the dangers to workers dealing with chemical/biological threats both in the industrial environment as well as for first responders. We have the depth of experience and the support of top manufacturers to deliver solutions for any situation.

Chemical/Bio Protective Suits & Coveralls
Ansell
DuPont
Elvex
Kappler
Kimberly Clark
Lakeland
National Safety Apparel
Onguard
River City
Radiation Shield Technologies
Stanco
Steel Grip
Tingley Rubber
West Chester

Hand Protection
Best Glove
ERB Industries
Ergodyne Corporation
Impacto
Kimberly Clark
MAPA Spontex
Mechanix Wear
Memphis
North Safety
Occunomix
PIP
SAS Safety
Stockhausen
Superior Glove
The Safety Zone
Valeo
Wells Lamont
West Chester

Respiratory Protection, Escape Masks, SCBAs
3M
Air Systems
Allegro Industries
Avon Protection
Bullard
Draeger
Honeywell
Kimberly Clark
Moldex
MSA
North Safety
Scott Safety
Sundstrom Safety

Head Protection
3M
Bullard
CMC Rescue
Elvex
Fibre-Metal
Kimberly Clark
MSA
North Safety
PIP

Eye and Face Protection
3M
Brand X Safety
Chums
Crews
Crossfire Safety
Elvex
ERB Industries
Haws
Jackson Safety
Kimberly Clark
MSA
North Safety
PIP
Pyramex Safety
Radians

Hi-Viz Clothing
Ergodyne
Lakeland
ML Kishigo
Mutual Industries
Nasco
Neese Industries
Occunomix
PIP
RamStar Safety
River City
Tingley Rubber
VizCon

Foot & Leg Protection
Allegro Industries
Danner
Ellwood Safety
Impacto
LaCrosse
North Safety
Onguard
Servus
Tingley Rubber

Eye and Face Protection, Con't
SAS Safety Corporation
Sellstrom
Speakman Safety
Uvex
Vision Aid

2. Explosive Device Mitigation and Remediation Equipment

Equipment providing for the mitigation and remediation of explosive devices in a CBRNE environment such as:

a. Bomb Search Protective Ensemble for Chemical/Biological Response
b. Chemical/Biological Undergarment for Bomb Search Protective Ensemble
c. Cooling Garments to manage heat stress
d. Ballistic Threat Body Armor & Helmets (not for riot suppression)
e. Blast and Ballistic Threat Eye Protection (not for riot suppression)
f. Blast and Overpressure Threat Ear Protection (not for riot suppression)
g. Fire Resistant Gloves
h. Disarmer/Disrupter
i. Real Time X-Ray Unit; Portable X-Ray Unit
j. CBRNE Compatible Total Containment Vessel (TCV)
k. CBRNE Upgrades for Existing TCV
l. Robot; Robot Upgrades
m. Fiber Optic Kit (inspection or viewing)
n. Tents, standard or air inflatable for Chem/bio protection
o. Inspection Mirrors
p. Ion Track Explosive Detector

Explosive Ordinance Disposal (EOD) is among the most elite special operations units in the first responder community because of the inherent dangers and complexity of the job they are tasked with. This group does not let in just anyone, you must earn that right. Safeware-Mallory has been servicing this small tight-knit group for many years and had gained the trust and respect as a valued partner. Safeware-Mallory maintains an extensive supplier list that enables us to provide all products listed above specifically designed for EOD as well as all the ancillary items needed for EOD teams to complete their mission. Our offering includes: Personal protective equipment (PPE) including all products from head to toe protection both ballistic and non-ballistic, head protection, eye and face, hearing, hand, body, foot, chemical/biological and explosives detection and disposal products including Total Containment Vessels (TCV), robotic and examination tools utilizing video, X-Ray, Ion and other electronic monitoring, water and explosive disrupters. Safeware-Mallory also has the capability to provide upgrades and retrofitting of TCVs and EOD Robots when necessary for technical upgrades or general service.

EOD
Allen-Vanguard
BAHIA 21
Inert Products
Lindon Defense
MED-ENG
Mistral Security
Tactical Electronics
United Shield
WMD Tech

Portable X-Ray Units
Golden Engineering
Open Vision

Hearing Protection
3M Peltor
Howard Leight
MSA

Robots
Icor Technology
iRobot
Mistral Security
QinetiQ
Recon Robots
Remotec
RoboteX
Tactical Electronics

Ballistic Threat
3M
ABA
Angel Armor
Armor Express
Crye Precision
Gentex Corporation
Gladiator
Propper International
Protech Tactical
Savvy
Second Chance
Team Wendy
United Shield

CBRNE Containment
FFI Tactical
Mistral Security
Mitigation Technologies

FR Gloves
MED-ENG
Memphis
North Safety
Occunomix
PIP
Superior Glove
Valeo
Wells Lamont
West Chester

Disarmer/Disruptors
Combined Systems
Deftech
ICOR
QinetiQ
Sage
Tactical Electronics

Eye Protection
3M
Bolle
Crossfire Safety
Edge Eyewear
ESS
MSA
Paulson
Pyramex
Radians
Revision Military
Smith Optics
Wiley-X

Cooling Products
Ergodyne
Occunomix
PIP
Techniche International

3. ENVIRONMENTAL MONITORING

Items such as: chip measurement systems, passive dosimeter badges, diffusion tubes, detector tube systems, air sampling pumps, gas detection monitors, confined space monitors, photo-ionization detectors, and protection against additional unseen hazards (radiation and noise levels).

Environmental monitoring is relevant across multiple markets including general industry, Homeland Security, and first responders. Safeware-Mallory, from the beginning of our respective companies, differentiated ourselves as technical experts in gas detection and technical equipment for environmental monitoring by having an experienced and knowledgeable sales force with multiple service centers and factory trained technicians who service all of this equipment. Safeware-Mallory represents all the top manufacturers in this area who provide CHIP measurement systems, dosimeters, diffusion tubes, detector tubes, air sampling pumps internal or external to gas detection monitors, confined space monitors, and PIDs (photo-ionization detectors). Environmental monitoring is an ever-changing and evolving product category with new technologies coming to market on a continual basis. Safeware-Mallory is committed to keeping our customers apprised of the new products and how they can meet their needs.

Environmental Monitoring
ADVNT Biotechnologies
Alexeter Technologies
B&W Tek
BioFire Defense
Biosystems by Honeywell
Bruker Detection Corporation
BW Technologies
Chemring Detection Systems
Draeger
GFG Instrumentation
Honeywell
MSA
Proengine
RAE Systems
Response Biomedical/RAMP
Rigaku Analytical Devices
Scott Safety

4. CBRNE SEARCH & RESCUE EQUIPMENT

Equipment providing a technical search and rescue capability for a CBRNE environment, such as:

a. Hydraulic tools; hydraulic power unit
b. Listening devices; hearing protection
c. Search cameras (including thermal and infrared imaging)
d. Breaking devices (including spreaders, saws and hammers)
e. Lifting devices (including air bag systems, hydraulic rams, jacks, ropes and block and tackle)
f. Blocking and bracing materials
g. Evacuation chairs (for evacuation of disabled personnel)
h. Ventilation fans

Search and rescue is a small niche of large metropolitan fire departments whose mission is to locate and extricate victims from hazardous environments where they encounter structure collapse. These teams require specialized equipment as well as standard equipment found in fire houses or tools from a hardware store. Safeware-Mallory can supply all of this equipment including tools for finding victims

using video and acoustical devices, equipment for extricating victims from the hazard including hydraulic tools, powered and manual breaking devices such as spreaders, saws and hammers, lifting devices such as air bags, rams, jacks, rope and block and tackle devices, equipment for physically moving victims such as stretchers, wire or composite baskets, and evacuation chairs. Safeware-Mallory can also supply both wired and battery powered ventilation fans for clearing hazardous environments. In a CBRNE threat, Safeware-Mallory can also provide full PPE and decontamination equipment to protect both patient and first responder.

Search & Rescue
Leader North America
TecGen
Tempest Technology
True North Gear
Wolfpack Gear

Hydraulic Tools, Bracing & Lifting Devices
Anderson Rescue Solutions
Hurst Jaws of Life
PGI
Prospan

Search Cameras & Listening Devices
Tactical Electronics

Ventilation
Leader North America
Tempest Technology

5. INTEROPERABLE COMMUNICATIONS EQUIPMENT

Equipment and systems providing connectivity and electrical interoperability between local and interagency organizations to coordinate CBRNE response operations. Includes system design, installation, service and maintenance. Products include:

a. Land mobile, two-way in-suit communication (secure, hands-free, fully duplex, optional), including air-to-ground capability (as required)
b. Antenna Systems
c. Personnel Alert Safety Systems (PASS) – (location and physiological monitoring systems optional)
d. Personnel Accountability Systems
e. Individual/portable radios, software radios, portable repeaters, radio interconnect systems, satellite phones, batteries, chargers, and battery conditioning systems
f. Computer systems designated for use in an integrated system to assist with detection and communication efforts (must be linked with integrated software packages designed specifically for chemical and/or biological agent detection and communication purposes)
g. Portable Meteorological Station (monitors temperature, wind speed, wind direction and biometric pressure at a minimum)
h. Commercially available crisis management software
i. Mobile Display Terminals

Interoperable Communications Equipment supports the critical infrastructure necessary for agencies to effectively, efficiently, and securely communicate across vast networks. Safeware-Mallory provides equipment and systems that support Interoperable Communication. Many solutions include connectivity and electrical interoperability between local and interagency organizations such as needed to coordinate responses in a CBRNE situation. The solutions include system design, installation, service and maintenance. Our areas of concentration include: Land mobile, two-way in-suit communication (secure, hands-free, fully duplex, optional), including air-to-ground capability (as required), Antenna Systems including DAS (Distributed Antenna Systems), Personnel Alert Safety Systems (PASS) – (location and physiological monitoring systems optional), Personnel Accountability Systems, Individual/portable radios, software radios, portable repeaters, radio interconnect systems, satellite phones, batteries, chargers, and battery conditioning systems, Computer systems designated for use in an integrated system to assist with detection and communication efforts (must be linked with integrated software packages designed specifically for chemical and/or biological agent detection and communication purposes), Portable Meteorological Station (monitors temperature, wind speed, wind direction and

biometric pressure at a minimum), Commercially available crisis management software, and Mobile Display Terminals as well as other distributed portable Information Terminals.

Communications
Accordant Communications
AiPhone
Atlantic ComTech
CobHam
ComLabs
CON-SPACE
Ear Hero
HipLink
McM Technologies
Platinum Networks
Rauland Borg
SpectraLink
Vislink
Backhaul Engineering
AER Consulting
Cintel

Software
BlueLight LLC
BriefCam
CheckVideo
CrimeView by TriTech
FootPrint
IX Group
LiveEarth
MobilePD
MPC911
Public Safety Corp
Shield Group Technologies
Sight Logix
TriTech
Verint Video Solutions Inc.
VideoIQ
Xerox
Backhaul Engineering
AER Consulting
Cintel

6. DETECTION EQUIPMENT

Equipment to sample, detect, identify, quantify, and monitor for chemical, biological, radiological/nuclear, and explosive agents throughout designated areas or at specific points. Such items include:

a. Detection kits/Paper for all chemical agent identification and detection
b. Multi-Gas Meters
c. Hazard Categorizing (HAZCAT) Kits
d. Surface Acoustic Wave Detector
e. Spectrometers
f. Colormetric Tube/Chip Kit specific for TICs and CBRNE applications
g. Leak Detectors (soap solution, ammonium hydroxide, etc)
h. pH Paper/pH meter
i. Protective cases for sensitive detection equipment storage & transport
j. Point Detection System/Kits (Immunoassay or other technology)
k. Radiation detection equipment (electronic or other technology that detects alpha, beta, gamma, and high intensity gamma), Personal Dosimeters, Scintillation Fluid (radiological) pre-packaged

Threats from chemical, biological, radiological/nuclear and explosives (CBRNE) incidents can come from many sources including: industrial processes, spills and leaks, transportation hazards, and terrorist activities. Given the wide variety of potential hazard materials there are many different technologies that provide detection, identification and monitoring of hazardous materials in solid or gas state as well as radiation. Safeware-Mallory has been supporting both commercial, military, local and state governments and first responders with technical detection equipment from the largest and top manufacturers in the market. Our experience with detection equipment and servicing extends back to our early days, 35+ years ago when we opened our first service center to repair and calibrate gas detection equipment for construction companies and local subway system. Today we have factory

trained staff for both sales and service with repair centers and mobile units around the county to fix and calibrate most of the equipment we sell.

Detection, identification, and monitoring comes in many forms and technologies. Safeware-Mallory carries top names in equipment manufacturers for both powered and passive detection and identification equipment, fixed and portable. Safeware-Mallory provides detection kits/paper for all chemical agent identification and detection including commercial and weaponized chemicals requiring M-8, M-9 paper, M-265 detection kits and Hazard Categorizing (HAZCAT) kits as well as pH Paper/pH meters. Single and multi-gas meters come in many configurations including fixed systems for continual monitoring and portable, handheld and wearable detection and monitoring. Safeware-Mallory can supply and service top brands of gas detection as well as design and install fixed systems and portable networked units for temporary deployments such as large gatherings.

Surface Acoustic Wave detectors (SAW) detect airborne molecular contamination from unwanted gas-phase materials deposited on a service through molecular migration and can detect various chemicals, gasses and drugs. Safeware-Mallory supplies both fixed and portable SAWs.

Technology surrounding spectrometer technology over the years has produced small, usable handheld units easily taken out into the field used by first responders, law enforcement, hazmat teams and bomb squads. Safeware-Mallory provides a wide spectrum of spectrometers including fiber coupled UV/VIS/NIR, portable NIR, laser induced and Raman technology. Handheld Raman spectrometers are nondestructive, non-contact identifications and verifications of unknown chemicals, narcotics, pharmaceutical drugs and other substances

Safeware-Mallory provides Colormetric Tube/Chip Measurement system (CMS) Kit specific for TICs and CBRNE applications in single applications and kits with a variety of battery powered or manual pumps with electronic displays and data recorders.

Safeware-Mallory has a wide-range of air monitoring and sampling portable leak detectors, soap solution, ammonium hydroxide, etc.

Point Detection System/Kits (Immunoassay or other technology) or Joint Biological Point Detection System (JBPDS) is designed to detect and identification of low levels of airborne bio-hazards and trigger local and remote warning systems and communicate threat information over standard communication systems. These systems can be fixed or placed on vehicles for mobile deployment. Safeware-Mallory offers many Point Detection Systems from top manufacturers in the field.

Radiation detection is an essential part of our country’s anti-terrorism strategy and Safeware-Mallory offers a wide range of equipment that detects alpha, beta, gamma, and high intensity gamma. These detectors can be fixed systems, portable handheld units, personal dosimeters, personal radiation detectors or mobile units networked together and scintillation fluid.

Safeware-Mallory offers a wide range of hard plastic cases in many sizes and configurations to meet the needs of our customers.

Detection Equipment Con't

Chemical Detection
Arizona Instrument
B&W Tek
BIO Systems
BW Technologies
Canberra Industries
Chemring
Crowcon
Draeger
FLIR Detection
GFG Instrumentation
Morphix Technologies
MSA
NEXTTEQ
Proengin
RAE Systems
RKI Instruments
Scott Instruments
SEER Technology
Sensit Technologies
Smiths Detection
Truetech

Cases
5.11
Blackhawk
Pelican

Biological Detection
ADVNT Biotechnologies
Alexeter Technologies
Bio Shield Technologies
Field Forensics
FLIR Detection
MSA
RAE Systems
Response Biomedical
Smiths Detection

Nuclear Detection
Berkeley Nucleonics
MSA
RAE Systems
Smiths Detection

Leak Detection
Edwards & Cromwell
MSA
Spearhead

Radiological Detection
B&W Tek
Berkeley Nucleonics
Canberra Industries
FLIR Detection
Mirion Technologies
MSA
Polimaster
RAE Systems
Smiths Detection

Explosive Detection
B&W Tek
Field Forensics
FLIR Detection
Morphix Technologies
Morpho Detection
MSA
RAE Systems
Smiths Detection

7. DECONTAMINATION EQUIPMENT

Equipment and material used to clean, remediate, remove or mitigate chemical and biological contamination. Such items include:

a. Decontamination system for individual and mass application with environmental controls, water heating system, showers, lighting, and transportation (trailer)
b. Decon/Extrication Litter/roller systems
c. Runoff Containment Bladder(s), decontamination shower waste collection with intrinsically-safe evacuation pumps, hoses, connectors, scrub brushes, nozzles
d. Spill Containment Devices
e. Overpak Drums
f. Cadaver Bags
g. Hand Carts
h. Waste water classification kits/strips
i. HEPA (High efficiency Particulate Air) Vacuum for dry decontamination

Decontamination is a critical component to any incident where victims and first responders are exposed to hazardous materials. Having the right equipment and proper procedures will help reduce the potential spread of contaminates to other people, the environment and objects. Safeware-Mallory has a long history of supplying decontamination systems and remediation equipment to support industrial applications, hospitals and first responders from small to large mass casualty incidents. These systems include shelters in varying sizes with self-contained HVAC with HEPA filtration systems, litters and roller systems to move patients through the decontamination process, showers with heating systems to wash

contaminates in cold environments, HEPA vacuums for dry contaminates, and interior and exterior lighting. Containment systems are essential to collect contaminated water from the decontamination showers and Safeware-Mallory has many equipment options to perform this function including containment bladders for small showers as well as systems for large multi-unit shelter units utilizing intrinsically-safe pumps, hoses, connectors, scrub brushes and nozzles, over pack drums both metal, and poly and hand carts for moving drums and equipment. Safeware-Mallory also provides a wide range of technical equipment to identify and classify all manner of contaminates including waste water classification kits/strips. When casualties were received, Safeware-Mallory supplies cadaver/body bags to minimize the spread of contaminate.

Decontamination Equipment & Complete Shelter Systems
Air Shelters USA
Decon7
DHS Systems
DuPont
Force1Decon
HDT Expeditionary Systems
Imbiber Beads
Kappler
Lakeland
TrueTech

Spill Containment & Material Handling
3M
American Innotek
Eagle Manufacturing
Justrite
Kimberly Clark
UltraTech

8. HAZARDOUS MATERIALS STORAGE

Such as: Storage cabinets & Safety Cans

Hazardous materials range from fuels and oil to chemicals used in manufacturing processes and must be handled and stored in a safe manner. Safeware-Mallory provides all types of storage cabinets from small desktop units for fuel or laboratory chemicals to large secure walk or drive-in structures for any type of hazardous material including explosive compounds. When these materials need to be moved or stored in outer containers such as safety cans, Safeware-Mallory has the containment vessel designed for any material.

Hazardous Material Storage
3M
American Innotek
Eagle Manufacturing
Justrite
Kimberly Clark
Quantum Storage Systems
UltraTech

9. SPILL CONTROL AND CONTAINMENT

a. Spill treatment agents
b. Infectious materials cleanup kits
c. Sorbents
d. Non-sparking tools
e. Hazardous material vacuums
f. Environmental containment

When a spill does happen, having the right containment and cleanup products and equipment are essential for mitigating threats to life and environment. Safeware-Mallory provides tools and equipment to stop leaks or spills, contain spills, and clean up or render inert. Stopping leaks and spills require specific tools or kits depending on the application. Safeware-Mallory can match the correct product to the requirement. Containing spills to protect people and the environment also requires matching the correct products to the application including: containment bladders, over pack drums, sorbents, spill berms, dikes, and waste water pools. Safeware-Mallory can supply clean up kits including BBP blood borne pathogen kits for cleaning up from a spill where infectious fluids are present. For dry hazards, vacuums with HEPA filters can be provided. In any explosive environment, intrinsically safe equipment and non-sparking tools are a must. Safeware-Mallory can supply non-sparking tools to protect against unintended explosions.

Spill Control & Containment
CEP
Green Stuff
Imbiber Beads
MBT
Oil-Dri
SPC

Infectious Materials Cleanup
Certified Safety
First Aid Only
Decon7

Non-Sparking Tools
Ampco Tools

10. PHYSICAL SECURITY ENHANCEMENT EQUIPMENT

Category includes equipment and installation necessary to enhance the physical security of critical infrastructure such as: system design, installation, service and maintenance.

Agencies have concerns with protecting personnel (agency and public), hardware, software, networks and data from physical actions and events that could cause serious loss or damage to an enterprise, agency or institution. This includes protection from fire, flood, natural disasters, burglary, theft, vandalism and terrorism. Safeware-Mallory provides a wide-range of physical security capabilities that include the equipment and installation necessary to enhance the physical security of critical infrastructure such as system design, installation, service and maintenance.

Common components include: Security Design and Integration-Engineering-Installation & Service/Maintenance, Supporting Solutions such as Security Operations Centers Including Command & Control Rooms, PSIM (Physical Security Information Management), Interoperable Communications Equipment & Service, Display Walls, Portal Systems such as Access Control & Locks, alarm systems, CCTV (Video Surveillance) standard-Low Light-IR-Auto Detection, Biometrics, Body Camera Solutions, Video Analytics and Management, and storage (On-Site and Cloud SaaS service).

CCTV & Physical Enhancement Equipment
American Dynamics
Arecont
Avigilon
AXIS
Bosch Security Systems Inc.
CONTROP
HanWha/Samsung
Indigo Vision
iRecord
March Networks/Infinova
Marshall Electronics
Mobile Pro Systems
Pelco
VuGate

11. SURVEILLANCE, WARNING, ACCESS/INTRUSION CONTROL

a. Motion Detector Systems: Acoustic; Infrared; Seismic; Magnetometers
b. Barriers: Fences; Jersey Walls
c. Impact Resistant Doors and Gates
d. Portal Systems; locking devices for access control
e. Alarm Systems
f. Video Assessment/Cameras: Standard, Low Light, IR, Automated Detection
g. Personnel Identification: Visual; Electronic; Acoustic; Laser; Scanners; Cyphers/Codes
h. X-Ray Units
i. Magnetometers
j. Vehicle Identification – Visual, Electronic, Acoustic, LASER, RADAR

Intrusion and Detection devices are critical in maintaining security including Motion-Acoustic-Contact Point-Infrared-Seismic, Magnetometers Sensors, Ground & Water Radar Identification, alarm systems and portal systems including locking devices for access control. Safeware-Mallory provides all of this type of equipment from design to implementation including ongoing service and maintenance.
Safeware-Mallory provides design, engineering, installation and maintenance for Vehicle identification and intelligent transportation systems through automatic license plate recognition camera solutions (LPR), CCTV utilizing visual, electronic, acoustic, LASER-RADAR methods for both fixed and portable installations.

Safeware-Mallory has an extensive manufacturer portfolio for visitor management through portable and permanent fences & gates, Jersey Walls, Bullet Proof and impact resistant barriers and doors, along with Enterprise & Communications (Cell, Wireless, Micro, Networking, Downlinks) solutions to Support Surveillance Systems, complex video CCT using standard-Low Light-IR-Auto detection installations for surveillance, assessment conferencing, personal identification systems using visual, electronic, acoustic, scanners, and cyphers/codes. Control of banned items entering restricted facilities including metal weapons, explosive material and biohazards are screened using the latest technology for x-ray, portable biohazard detection and real-time explosives testing.

Access Control, Portal & Motion
AMAG
ASSA Abloy Companies
Bazon Cox
Boon Edam Inc.
CrossMatch Technologies
digitalPersona
Digitus Biometrics
HID Corporation
Hirsch/ Identiv
IdentityOne
Lenel
Lenel/UTC/Interlogix
LockDown
Lumidigm
Open Options, Inc
RedCloud
Schlage
Smarter Security
SRI
Xceedid Corporation

Bunkers & Barriers
Ameristar
Ceco Doors
Harsco
Hesco Bastion
Mitigation Technologies
Spec Ops Bunker
TSS Bulletproof
Velocity Systems

License Plate Recognition
3M
Adaptive Recognition/ARA
Cintel
Coban Technologies
NDI
PlateSmart
SRI
Vetted Security Solutions
Vigilant Solutions
Wanco

CCT & Video Assessment
American Dynamics
Arecont
Avigilon
AXIS
Bosch Security Systems Inc.
CONTROP
HanWha/Samsung
Indigo Vision
iRecord
March Networks/Infinova
Marshall Electronics
Mobile Pro Systems
Pelco
SRI
VuGate

X-Ray & Scanning
AS&E
CEIA USA
Garrett
Rapiscan
Scanna-MSC

12. EXPLOSION PROTECTION

a. Blast/shock/impact Resistant Systems
b. Protective clothing
c. Column and Surface Wraps; Breakage/Shatter Resistant Glass; Window Wraps
d. Robotic Disarm/Disable Systems

Explosive protection is particularly important in and around government buildings and public spaces where large amounts of people pass through such as public transportation hubs, airports, and train stations. Safeware-Mallory has many unique products to help mitigate explosive blasts in and around buildings. A common method for a bomb delivery is depositing in trash receptacles and Safeware-Mallory has trash cans that greatly reduce the explosion impact by absorbing the bulk of the blast. Safeware-Mallory has suppliers to source items used to protect buildings such as surface wraps, shatter resistant glass, and blast resistant window drapes to reduce flying glass and debris. Explosive protective clothing worn by EOD technicians is a core offering from Safeware-Mallory including all PPE from head to toe including eye and face protection, hand protection, body protection, and leg and foot protection. Safeware-Mallory offers multiple robot platforms which include capabilities to disarm or disable explosive devices.

Protective Clothing
Allen-Vanguard
BAHIA 21
Lindon Defense
MED-ENG
Mistral Security
Tactical Electronics
United Shield
WMD Tech

Robotic Arm/Disarm
Icor Technology
iRobot
Mistral Security
QinetiQ
Recon Robots
Remotec
RoboteX
Tactical Electronics

Blast Systems & Structure Wraps
Hesco Bastion
Mitigation Technologies
Spec Ops Bunker
Velocity Systems

13. FIRE AND EMERGENCY RESPONSE

a. Firefighting/Rescue/EMS - apparel (structural, suspenders, wildland, rescue EMS, station wear, high visibility, gear racks), helmet/hoods, gloves, boots, SCBA/respirators, eyewear, ear plugs/muffs, knee/wrist/back protectors, communications, RIT/RIC/escape devices, accountability, rehab, incident command, bags/packs/web gear, thermal imagers, search cameras/listening systems, flashlights/scene lighting, hand tools, ladders, ventilation, extinguishers, dry chemicals/foam, hoses/nozzle/appliances, rescue tools, rope/rigging, patient care, and traffic safety
b. Hazmat/WMD: Apparel, gloves, boots, SCBA respirators, instrumentation, lead repair/control, sorbents/neutralizers, overpacks, containment, vacuums, and decon
c. Law Enforcement: Apparel, eyewear, headsets/ear plugs, gloves, SCBA/respirators, flashlights/scene lighting, thermal imaging, traffic safety
d. Mass Casualty: Shelters/trailers, incident command, med/surge, decontamination, fatality management, multi-use/temporary housing, environmental controls/support equipment, patient management, and scene management

First responders are the last line of defense when the public is in need of medical support as a result of any event, small or large, in which lives are threatened, be it by fires, incidents involving hazardous materials, acts of terrorism, or natural disasters. As a result, every first responder organization (law enforcement, fire & rescue, EMS) prepares in order to handle responses within their mandate with the equipment and training to successfully execute their mission. Safeware-Mallory has been supporting all first responders for over 70+ years with products and expertise, helping agencies respond when needed.

Firefighting/Rescue/EMS groups require many specialized products to complete their mission. Safeware-Mallory supplies a wide-range of products for personal protective equipment (PPE) including: apparel for structural firefighting such as turnout gear and suspenders; high visibility clothing and vests; hoods and helmets; gloves, boots, hearing protection, eyewear; and ergonomic products such as knee, wrist, and back protectors. PPE products for Wildland firefighting including: clothing, pants, shirts, coats, hoods, helmets, gloves, boots, hearing protection, eyewear and ergonomic products such as knee, wrist, and back protectors. Safeware-Mallory provides station and workwear designed for fire, EMS, and rescue to meet the fire resistant and durability requirements of our customers.

Respiratory protection is a firefighter's lifeline. Safeware-Mallory provides both respiratory protection in the form of particulate filtering devices, half and full-face masks, powered air purifying respirators, and SCBAs. Safeware-Mallory also provides repair and servicing for selected SCBAs and air compressors. Safeware-Mallory provides all type of equipment for within the station such as gear racks, air compressors, air and electric reels, and exhaust and vacuum systems. We also provide critical communications equipment which is a necessity on all first responders' equipment list such as mobile and portable radio units designed for any departments' frequency needs and requirements.

Being prepared to rescue an injured or trapped firefighter is an important part of every fire department. Safeware-Mallory has equipment specifically designed for RIT/RIC and personal escape devices built into turnout gear as well as tools and equipment brought with a firefighter into a dangerous environment. Safeware-Mallory has to tools for incident command to maintain accountability including PASS units built into SCBAs, standalone PASS devices to alert of down firefighters, and software/manual kits used by command staff to physically track everyone on the fire scene. Incident command software can also

provide information on location through mapping systems, illustrate unit locations and resources, and access preplans to reduce risk and increase firefighter safety.

Recognizing that rehabilitation for personnel was an import part of firefighting operations, the NFPA established NFPA 1584 in 2008 requiring rehab to be built into the incident scene. Safeware-Mallory provides many products and equipment to support rehab including: hydration drinks, cooling devices and temporary shelters designed for hot or cold environments. Safeware-Mallory provides many options for gear bags and packs designed for carrying gear and other equipment for structural firefighting, wildland fire, rescue and EMS. Our web gear options are used to carry personal equipment close the body and support belts and packs.

Having proper visibility in any environment helps reduce injuries, find victims in low light or smoky conditions. Safeware-Mallory offers a wide-range of personal flashlights, portable scene lighting, handheld and fixed thermal imaging options, search cameras and listening systems for search and rescue.

For fire ground operations, Safeware-Mallory carries a large variety of hand tools including standard irons, hooks, pike poles, forcible entry, pry-bars, and other specialty tools such as hydra rams and K-tools. For elevated operations and access at height, Safeware-Mallory offers many ladder options including aluminum sectional ladders, collapsible ladders and ropes and rigging for technical rescue. Safeware-Mallory provides several options for portable ventilation including electric, battery powered and gas-powered fans.

At the heart of firefighting operations is the ability to put the fire out. Safeware-Mallory carries a large selection of structural firefighting hoses, wildland firefighting, nozzles for attack and truck mounted and appliances to connect and distribute water flow. In cases of smaller fires, portable fire extinguishers are the preferred method for putting the fire out. Safeware-Mallory carries all types and sizes of fire extinguishers including: dry chemical, wet chemical, dry powder, CO2, water, foam, clean agent and concentrated foam for large applications using induction method or through storage tank.

Specialized tools are needed for auto extrications or heavy rescue operations. Safeware-Mallory provides stabilizing tools, hydraulic hand rescue tools including: cutters, spreaders and rams. For heavy lifting, air cushions, and air bags are also available.

Safeware-Mallory offers a wide variety of patient care options including: EMS first aid supplies and bags, heart monitors and AEDs, respiratory products, stretchers and carrying devices.

Operating in a roadway is a dangerous assignment for firefighters, EMS, and law enforcement. Safeware-Mallory carries a large selection of personal safety devices including: hi-visibility clothing, vests, area lighting, e-flares, and message boards.

Fire & Emergency Response Con't

Structural, Wildland PPE
5.11
Alliance Fire And Rescue
Bullard
Cairns
Chicago Protective Apparel
Crossfire
Danner
Diamondback Fire & Rescue
Edge Eyewear
ESS
FireDex
HAIX
Hex Armor
Honeywell
Lakeland
Leader
Lion Apparel
MCR Safety
Mechanix Wear
National Safety Apparel
North Safety
Onguard Industries
Pacific
Paulson MFG
PGI
Pyramex
Radians
Shelby Gloves
Tingley
Uvex by Honeywell
Valeo
Veridian Limited
Wiley X
Wolf Peak

RIT Equipment
CMC Rescue
Draeger
MSA
RIT Rescue & Escape Systems
Scott Health & Safety

Bags, Packs & Webbing
5.11
EVAC Systems
Ready Rack
Hallowell-List
OK1
Pelican
R & B Fabrications
Blackhawk
Ziamatic

Thermal Imaging Cameras
FLIR
MSA

Wildland Firefighting
5.11
Lakeland
Tru-Spec
TecGen
PGI
Nupla
True North Gear
Wolfpack Gear

Egonomics
3M
Allegro Industries
Chase Ergonomics
Ergodyne Corporation
Occunomix
Superior Manufacturing
The Andersen Company

Stationwear
5.11
Benchmark
DRIFIRE
Elbeco
Lakeland
Lion Apparel
Propper
Spiewak
TecGen
Tru-Spec

Accountability
Honeywell
MSA
Scott

Incident Command
Activu Corporation
D4H Technologies Ltd
NowForce
Salamander Technologies
SceneDoc Inc

Personal & Area Lighting
8:12 Illumination
Air Systems
Airstar Safety
Batteries Inc.
Bright Star
CMC Rescue
Eflare
FoxFury
Pelican
Rayovac
Streamlight
Underwater Kinetics

Respiratory Protection & SCBAs
3M
Avon Protection
Bullard
Draeger
Honeywell
MSA
North Safety
Scott Safety

Communications
Savox (ConSpace)
Motorola

Equipment Storage, Bags, Packs
5.11
EVAC Systems
Ready Rack
Hallowell-List
OK1
Pelican
R & B Fabrications
Blackhawk
Ziamatic

Ropes and Rigging
Blue Water Ropes
CMC Rescue
Junkin Safety
Paratech
Phoenix Rescue
PMI, Pigeon Mountain
Yale Cordage

Rehab
Air Shelters USA
Camelbak
DHS Systems
Gatorade
Igloo Products
Progressive Emergency Products
Sqwincher

Tools
Akron Brass Company
5.11 INC
Ampco Safety Tools
Vista Outdoor Sales
FireHooks Unlimited
Husqvarna
Nicol Hose Hook Co.
QEP - Nupla Corp.
Paratech Incorporated
Power Hawk
RIT Safety Solutions

Fire & Emergency Response Con't

Hose & Nozzles
Key Fire Hose
Mercedes Textiles Limited
Ansul Incorporated
Akron Brass Company
Elkhart Brass
Kochek Co. Inc.
Niedner
Red Head Brass LLC
Task Force Tips Inc.

Patient Care
AMBU
Cardiac Science
Certified Safety
H&H Medical
North American Rescue
North Safety
Reeves
Skedco
Stryker EMS
Zoll Medical

Search Cameras & Listening Devices
Tactical Electronics

Rescue Tools
Anderson Rescue Solutions
Genesis Rescue Tools
Holmatro
PGI
Prospan
Rock-N-Rescue

Traffic Safety & Message Boards
Accuform Signs
Bone Safety Signs
Checkers
Cortina
Dicke Safety Products
Harris Industries
JBC Safety
Mutual Industries
National Marker
Plasticade
RamStar Safety
VizCon
Wanco

Ladders
Duo Safety
Little Giant

Ropes & Rigging
Blue Water Ropes
CMC Rescue
Junkin Safety
Paratech
Phoenix Rescue
PMI, Pigeon Mountain
Yale Cordage

Fire Extinguishers & Foam
Ansul
Buckeye
Cold Fire Tactical
Combat Support Products
Intelagard
Kidde
Kidde Dual Spectrum
Kidde Fire Fighting
National Foam
North American Rescue

Ventilation
Leader
Tempest Technology

In the years immediately following 9/11, government agencies were tasked with preparing for another terrorist event involving weapons of mass destruction and hazardous material releases. Those primarily responsible for responding included existing HazMat teams who already had experience dealing with various hazards. Safeware-Mallory was instrumental in providing specialized equipment including level A suits and apparel, hazmat gloves and boots, SCBAs and air purifying respirators and instrumentation designed to detect and classify CBRNE materials. When hazardous materials are found, Safeware-Mallory provides the necessary neutralizers, sorbents for absorbing the material, vacuums for dry and wet material, overpacks for disposal and containment devices to prevent the spread of contaminates. Lastly, complete decontamination equipment including; PPE, showers, containment, shelters, and tools for cleaning and protecting both rescuers and victims.

Mass casualty incidents can stretch the capabilities of any agency, but Safeware-Mallory has the equipment to deal with the unique demands of these events for the first responders and hospitals charged with taking care of the patients. Processing large amounts of victims requires facilities that have significant scalability. Our shelters can be increased almost indefinitely and are only restricted to size of the location they are erected on. Trailers for decontamination, lavatories, and housing can be provided but is always preferable that the agency engage Safeware-Mallory to preplan for such contingencies. Safeware-Mallory can develop and maintain prepositioned pods strategically located around an agency or group of agencies such as a metropolitan area and deploy within a short period of time with surge equipment for mass casualty, medical treatment, decontamination, instrumentation for detection, first responder PPE, victim clothing and supplies or any equipment the agency needs to support large incidents that outstrip resources normally carried by first responders.

Fire & Emergency Response Con't

Chemical/Bio Protective Suits & Coveralls
Ansell
DuPont
Kappler
Kimberly Clark
Lakeland
National Safety Apparel
Onguard
River City
Radiation Shield Technologies
Tingley Rubber
West Chester

Foot & Leg Protection
Allegro Industries
Danner
Ellwood Safety
Impacto
LaCrosse
North Safety
Onguard
Servus
Tingley Rubber

Chemical Detection
Arizona Instrument
B&W Tek
BIO Systems
BW Technologies
Canberra Industries
Chemring
Crowcon
Draeger
FLIR Detection
GFG Instrumentation
Morphix Technologies
MSA
NEXTTEQ
Proengin
RAE Systems
RKI Instruments
Scott Instruments
SEER Technology
Sensit Technologies
Smiths Detection
Truetech

Hand Protection
Best Glove
ERB Industries
Ergodyne Corporation
Impacto
Kimberly Clark
MAPA Spontex
Mechanix Wear
Memphis
North Safety
Occunomix
PIP
SAS Safety
Stockhausen
Superior Glove
The Safety Zone
Valeo
Wells Lamont
West Chester

Spill Control, Sorbents, Neutralizers, Containment & Vacuums
CEP
Green Stuff
Imbiber Beads
MBT
Oil-Dri
SPC

Decontamination Equipment, Complete Shelter Systems, Trailers & Environmental Systems
Air Shelters USA
Decon7
DHS Systems
DuPont
Force1Decon
HDT Expeditionary Systems
Imbiber Beads
Kappler
Lakeland
TrueTech

Explosive Detection
B&W Tek
Field Forensics
FLIR Detection
Morphix Technologies
Morpho Detection
MSA
RAE Systems
Smiths Detection

Respiratory Protection & SCBAs
3M
Air Systems
Allegro Industries
Avon Protection
Bullard
Draeger
Honeywell
Kimberly Clark
Moldex
MSA
North Safety
Scott Safety
Sundstrom Safety

Biological Detection
ADVNT Biotechnologies
Alexeter Technologies
Bio Shield Technologies
Field Forensics
FLIR Detection
MSA
RAE Systems
Response Biomedical
Smiths Detection

Lead Repair & Control
Gillian
Sensidyne

Radiological Detection
B&W Tek
Berkeley Nucleonics
Canberra Industries
FLIR Detection
Mirion Technologies
MSA
Polimaster
RAE Systems
Smiths Detection

Scene and Patient Management
Accuform
Harris Industries
ML Kishigo
Air Shelters USA
DHS Systems
Progressive Emergency Products

Fire & Emergency Response Con't

Incident Command
Accuform
Activu Corporation
D4H Technologies Ltd
ML Kishigo
NowForce
Salamander Technologies
SceneDoc Inc

Temporary Housing/shelters
Air Shelters USA
DHS Systems
Progressive Emergency Products

Nuclear Detection
Berkeley Nucleonics
MSA
RAE Systems
Smiths Detection

Scene and Patient Management
Accuform
Harris Industries
ML Kishigo
Air Shelters USA
DHS Systems
Progressive Emergency Products

Safeware-Mallory provides head to toe personal protective equipment for law enforcement including; apparel, uniforms, head protection, ballistic eyewear, hearing protection with integrated communications, protective and cut resistant gloves, respiratory protection including particulate masks, air purifying respirators and SCBAs for hazardous drug lab environments, individual flashlights and area/scene lighting, handheld and mounted thermal imaging cameras and traffic safety PPE and scene equipment.

LE Apparel
5.11
Arc'Teryx
Champion
Drifire
Elbeco
ML Kishigo
Neese
Propper International
Spiewak
Tru-Spec
XGO
Crewboss

Eyewear
3M
Bolle
Crossfire Safety
Edge Eyewear
ESS
MSA
Paulson
Pyramex
Radians
Revision Military
Smith Optics
Wiley-X

Hearing Protection
3M Peltor
Howard Leight
MSA

Thermal Imaging
FLIR

Respiratory Protection
3M
Avon Protection
Draeger
Honeywell
MSA
Scott Safety

Flashlights & Area Lighting
Airstar Safety
Blackhawk
Brite-Strike
Caylume
Eflare
FoxFury
Night Stick by Bayco
Pelican
Princeton Tec
Streamlight
SureFire

Traffic Safety
Bone Safety Sign
Eflare
Harris Industries
JBC Safety
Kustom Signals
ML Kishigo
MPH Industries
Stalker Radar
Wanco

14. TRAFFIC SAFETY

a. Traffic safety apparel: Class I, II, and III
b. Traffic safety tapes (delineator tapes and warning and barricade tapes)
c. Traffic control products: cones, delineator posts, flags, triangles, signs and the stands that hold them, paddles, vests for road crews, law enforcement, and emergency response personnel, fences, wind socks, and emergency kits
d. Message boards, flares

Traffic safety, whether you are a worker repairing a road or a first responder operating on a highway, is inherently dangerous for everyone involved and proper notification devices including Hi-Viz apparel is essential equipment. Safeware-Mallory has been working with construction, local and state DOTs, law enforcement and first responders for over 70 years helping to supply traffic safety equipment and apparel. Safety apparel for road use has specific requirements that vary by state and Safeware-Mallory can supply all classes of apparel including I, II, and III in accordance with State and local laws. For temporary location or scene barricades, Safeware-Mallory offers barricade tapes in many styles and materials. Roadway traffic control such as cones, delineator posts, flags, triangles, signs and stands, paddles, fences, wind socks, emergency kits, message boards and flares are core offerings for Safeware-Mallory.

Traffic Control & Message Boards
Accuform Signs
Bone Safety Signs
Checkers
Cortina
Dicke Safety Products
Harris Industries
JBC Safety
Mutual Industries
National Marker
Plasticade
RamStar Safety
VizCon
Wanco

Hi-Vis & Traffic Safety Apparel
Ergodyne
Lakeland
ML Kishigo
Mutual Industries
Nasco
Neese Industries
Occunomix
PIP
RamStar Safety
River City
Tingley Rubber
VizCon

15. FACILITY SAFETY AND MAINTENANCE

a. Communications
b. Eyewashes and showers (portable, mounted, combinations, and mixing valves)
c. Fire extinguishers
d. Label Makers (portable and benchtop)
e. Lighting (hand lights, headlamps, personal, and lanterns and area lighting)
f. Lockout/Tagout (stations, padlock and hasps, electrical, confined space, and valve)
g. Maintenance (abrasives, adhesives, sealants and tapes, electrical, HVAC and plumbing, janitorial, lubricants and penetrants, MRO, paint, tarps, hand tools, power tools, measuring and leveling, lawn and garden, and welding)
h. Material handling and storage (bins, bottle carriers, carts, chests and lockers
i. Matting (antifatigue and specialty)
j. Signs and tags
k. Waste disposal
l. Wipers

Providing a safe workplace requires a plan, knowledge of the potential hazards, and experience to successfully implement that program. Every business needs a safety program from the small warehouse to a complex manufacturing facility and there are few who are as uniquely qualified to provide support of that plan as Safeware-Mallory. Most supply companies, who supply safety equipment, simply distribute the product with limited support and expertise, whereas Safeware-Mallory's salesforce has been working in the most complex business environments for decades providing solutions to the unique safety needs of our customers. Many of our salesforce are QSSP (Qualified Safety Sales Professional) certified which means that in addition to their field experience, they have been formally trained through an intensive course on technical and regulatory fundamentals of workplace safety and health sponsored by the International Safety Equipment Association (ISEA). Larger customers who face complex safety requirements, invite our sales professionals to play an important role as a member on their safety committee regularly sitting in on meetings to provide direction and material support. In the field Safeware-Mallory sales professionals can participate in comprehensive safety program creation, perform safety audits and supply equipment and recommendations to comply with Federal OSHA regulations and applicable State and local laws for a wide range of hazards including but not limited to: PPE (personal protective equipment) requirements; noise monitoring and personal communication equipment; fixed and portable eyewash station products and strategic placement; fire extinguishers and placement; hazard labeling including label makers; portable lighting both personal and area scene illumination; lockout/tag-out equipment for applications such as electrical circuits, pipe valves confined space applications; material storage and handling for hazardous materials through moving devices such as dollys and carts, bins, bottle carriers, chests and lockers; complete signage and tag requirements from parking lot to bathrooms and all hazard signs and tags; ergonomic matting used for slip protection and anti-fatigue; hazard waste disposal equipment; industrial wipers including cloth, paper and synthetic materials used for any application; welding PPE including head to toe clothing, helmets and goggles, ventilation equipment, air monitoring and respiratory protection equipment.

Safeware-Mallory has a full range of equipment and facility maintenance supplies including: abrasives, adhesives, sealants and tapes, electrical, HVAC and plumbing, janitorial, lubricants and penetrants, MRO, paint, tarps, hand tools, power tools, measuring and leveling, lawn and garden, and welding equipment.

Facility Safety and Maintenance, Con't

Abrasives
3M
AutoQuip Inc.
Bright Boy
Brush Research Mfg.
Camel Grinding Wheels
Carborundum Abrasives N.A.
Clover Compounds
Cratex Mfg.
Desmond-Stephan Mfg.
Diamond Machining Technology
Divine Brothers
Eze Lap Diamond
Flex-Hone
Formax Mfg.
Granlund Eng.
Klingspor Abrasives
L. R. Oliver & Co.
Merit Abrasives Products
Norton
Osborn Brush
Rex-Cut Products
Spartan Felt
Standard Abrasives
Strauss & Co.
Superior Abrasives
Surf-Pro
United Abrasives
Weiler Corp.
Wm. Sopko & Sons
Radiac
Pferd

Communications
Savox (ConSpace)
CavCom

Material Handling & Waste Storage
3M
American Innotek
Eagle Manufacturing
Justrite
Kimberly Clark
Louisville Ladder
Quantum Storage Systems
UltraTech

Janitorial
Kimberly Clark
GOJO
Buffalo Industries
simple Green
Lagasse
Rubbermaid
Scrubs
CRC
Clorox Healthcare
Lysol
ITW Dymon

MRO
Rubbermaid
SPC
Brady
Accuform
Master Lock
Abus
Stanley Black and Decker
Milwaukee Tool
Makita
Dynabrade
Apex Tool
Snap On
Proto
Akro Mills
Greenlee
Starett

Adhesives, Sealants & Tapes
3M
ECHO
Adhesive Researh
Intertape
LPS
LockTite
CRC
Nashua Tape
Rectoseal
Harris
Nitto Denko
Tesa

Lubricants & Penetrants
Aervoe Pacific
AGS
Amflo
Ashburn Chemical
B'Laster Chemical Corp.
Canode
Cedarberg
Cimcool
CRC Industries
Crown
Dutton-Lainson
Graymills
ITW Accu-lube
ITW Dykem
ITW Dymon
ITW LPS
ITW Rustlick
ITW Safetap
ITW Tapmatic
Jet Lube
Kool Mist
Krylon
Little Giant Pump
Laco/Markal
Legacy
Loc-Line
Loctite
Milwaukee Sprayer
Mobil
Monroe Fluid Technologies
National
Noga
Permatex
Precision Brand
Relton
Ridgid Tool
Simple Green
Starrett
Tap Magic
Trico Mfg.
Vaughan Chemical
Walter Valenite
WD-40
Wesco Tool
Zebra Skimmers

Measuring & Leveling
A & D Weighing
Baker Gauge
Barcor
Bausch and Lomb
Blake
Blohm
Brown & Sharpe

Hand Tools
Alden Corp.
Allen
Apex
Armstrong Tools
Arrow Fastening
Bahco
Bessey

Power Tools
Air Supreme
Air Turbine
AMFLO
Bogdan/Morse
Bosch
Chicago-Pneumatic
Coilhose

Donegan Optical
Dyer
Empire Level
Etalon
Fisher Machine
Flexbar
Flynn Machine
Fowler
Gar
Gem Instrument
General Tool
Hawkeye Borescopes
Imada
Indicol
Industrial Press
Interapid
Lisle
Lufkin
Mahr/Federal
Master-View
Mikemaster
Mitutoyo
Noga
Pelouze
Procheck
Products Engineering
Reprorubber
Rex Durometers
S-T Industries
Santronics
Sequoia Publishing
Starrett
Suburban Tool
Teclock
Teco
Tesa
Toolmex
Valtra
Vermont Gage
Versa Holder
VO Scope

Bondhus
C.H. Hanson
CDI
Channellock
Crescent
Dremel
Eklind
Emhart
Fiskars
Garland Mfg.
Gear Wrench
General Tool
Gerber
H.K. Porter
Hackett Brass
Hanson Tools
Heimann
Irwin
Kastar
Lang
Lisle
Lutz
Martronics
Mayhew
MIT
Nicholson
Olfa
Posi-Lock
Red Devil
Rhino
Ridgid Tool
Rite-Mark
SIC Marking
Simonds
Snap-on Bahco
Snap-on CDI
Snap-on Williams
Spellmaco
Starrett
U.S. Blade
Vaughan & Bushnell Mfg.
Vise-Grip
Walton
Weller
Wiha
Wiss
Wright Tool
Young Brothers

Cox Reel
DeWalt
Dremel
Dumore
Dynabrade
Florida Pneumatic
Foredom Electric
Guardair
Hougen
Jet
Legacy Manufacturing Co.
Lisle
Milwaukee Electric
MIT
Morse Metal Devil
Pit-Pro
Porter-Cable
Rapidkut
Reelcraft
Rico
SGS
Skil
Snap-on / Bahco
Starlite Ind.
Steinel
Universal Tool

Welding
3M
Fibre-Metal
Kimberly Clark
MSA
North Safety
Weldas
Tregaskiss
SGS
Jackson
Victor
Arcos
Pennical Alloy
ARCAIR
Hobart
Lincoln Electric

Facility Safety and Maintenance, Con't

Facility Identification, Label Makers & Lockout/Tagout
Accuform Signs
Brady
Harris Industries
National Marker
Brady
Honeywell
Master Lock

Fire Extinguishers
Buckeye
Cold Fire Tactical
Intelegard
Kidde
North American Rescue

Personal & Area Lighting
8:12 Illumination
Air Systems
Airstar Safety
Batteries Inc.
Bright Star
CMC Rescue
Eflare
FoxFury
Pelican
Rayovac
Streamlight
Underwater Kinetics

Wipers
Kimberly Clark

Anti-Fatigue PPE & AF Matting
3M
Allegro Industries
Chase Ergonomics
Ergodyne Corporation
Occunomix
Superior Manufacturing
The Andersen Company

Eye Wash & Showers
Fendall
First Aid Only
Haws
Honeywell
North Safety
PAC-KIT
Speakman Safety

16. FALL PROTECTION AND CONFINED SPACE

Systems and equipment to protect from death and injury when working in a confined space, or working at height aiding in fall arrest, worker positioning, restraint, suspension, rescue. Including, but not limited to items such as: Self-Retracting life lines (SRLs), tripods, blowers, harnesses, rope, carabiners, etc.

Accidental falls can happen from almost any height, from a few feet on a ladder to hundreds of feet working on new construction project or repairing a wind turbine. A 150 pound person falling 6 feet will generate over 1,000 lbs. of force which is why OSHA requires fall protection equipment for employees working on heights 6 feet and above. Safeware-Mallory from our respective beginnings have supporting construction companies, first responders for rescue applications and many other industries supplying a wide range of fall protection equipment and engineered systems including; SRLs (self-retracting lifelines), tripods, harnesses, rope, carabiners, winches, guardrails, anchors, horizontal and vertical systems, belts and netting systems.

Safeware/Mallory has a ISO Certified work at height training division, ENSA North America. ENSA provides work-at-height safety positioning and rescue training, support and rigging services, confined space NFPA 70E and OSHA 10 and 30-hour courses to a variety of customers In Wind Power, Telecom, Fire, Utilities, Energy, Bridges, Solar, Suspended Platforms and Dams. With 10 training facilities located through the US ENSA can facilitate training in any region of the country. Additionally, we have two mobile training towers which allow us to do on-site training for those customers who cannot travel. This isn't standard compliance training but a hands-on training where students practice a variety of skills in a practical training environment.

Confined space is defined as any space that has limited or restricted means for entry or exit and is not designed for continuous occupancy. There are many instances where personnel need to enter a confined space such as a tank, vessel, man hole, tunnels, hoppers etc. either as a construction worker, for repair and service or first responder to pull a victim out of the space. All face the same challenges and need experts to help source and recommend the proper equipment for the specific application.

Safeware-Mallory are experts in confined space preparation and can provide complete equipment packages and training including: fall protection equipment; harnesses, rope, carabiners, tripods, winches, ventilation equipment; blowers, ducting, communications equipment, air monitoring; gas detection and air sampling, lockout/tag-out, and head to toe PPE.

Confined Space Equipment
3M
Air Systems
Allegro Industries
Biosystems
Bullard
BW Technologies
CMC Rescue
DBI
Draeger
Ergodyne Corporation
Guardian Fall Protection
Miller
MSA
RAE Systems
RKI Instruments
Savox
Scott Safety
Pinnacle Climate Technologies

Fall Protection
3M
Blue Water Ropes
CMC Rescue
DBI
FallTech
Guardian Fall Protection
Junkin Safety
Miller by Honeywell
MSA
Pigeon Mountain
Teufelberger
Yale Cordage

17. MEDICAL AND FIRST AID SUPPLIES

a. First aid kits, refills, and blood borne pathogen response kits
b. Burn care
c. Medicinals such as antacids, aspirin and non-aspirin pain relief, cold and sinus medication
d. Skin care products such as heavy-duty cleansers, medicated and protective skin creams, insect repellents, poison ivy relief, sunscreen
e. Heat-Stress relief such as fluid replacement drinks and coolers

No matter what the facility, work vehicle, jobsite, police car or ambulance, a comprehensive first aid kit and supplies designed for the correct application and skill level of the user is essential. Safeware-Mallory has been supplying first aid kits and components to businesses and government agencies since our inception. Safeware-Mallory has continually helped our customers keep up with the latest technology and changing ANSI/ISEA standards. Smart first aid cabinets keep track of stock and allow the user to reorder supplies using a phone application. When the ANSI/ISEA standards were updated in 2015, Safeware-Mallory worked with customers to update kits by augmenting or replacing their existing units. Through our suppliers, we offer top quality first aid kits and refills, BBP (blood borne pathogen) kits for cleaning up fluids, burn care dressings, medicinals such as antacids, aspirin and non-aspirin pain relief, cold and sinus medication. For law enforcement, Safeware-Mallory offers tactical first aid kits for rapid response for individual use and mass causality incidents.

Skin care products are a must for many different environments where bare hands are exposed to contaminate and dirt, heavy-duty cleansers are needed. Where continual use of latex or nitrile gloves will dry out hands and medicated and protective skin creams are essential to reduce excessive drying and cracking. Safeware-Mallory offers high-quality cleansers and skin creams for every application.

Medical and First Aid Con't

Working in the outdoors, personnel face many hazards including biting insects, sun and poisonous plants. Safeware-Mallory can supply a wide-range of insect repellents, poison ivy relief and pre-exposure lotion, and sunscreen.

Hot work environments will quickly drain the energy from workers causing fatigue and reduced focus on the activity potentially endangering themselves and others. Safeware-Mallory offers many heat-stress relief including; clothing designed for hot environments, cooling vests and clothing, sports drinks in ready to drink, concentrated liquids, power mix, coolers, bottles, and backpacks.

First Aid & Medicinals
Certified Safety
Chinook Medical Gear
Combat Medical Systems
First Aid Only
H&H Medical
JBC Corp
Junkin Safety
North American Rescue
North Safety
Tactical Medical Solutions

Heat Stress
Camelbak
Ergodyne Corporation
Igloo Products
Occunomix
PIP
Sqwincher
Gatorade

Skin Care & Outdoor Use
ARI
Certified Safety
CoreTex Products
First Aid Only
Gojo
North Safety
Stockhausen

18. CBRNE Reference Materials

Reference materials designed to assist emergency first responders in preparing for and responding to a CBRNE incident. This includes but is not limited to the following:

a. NFPA Guide to hazardous materials
b. NIOSH Hazardous Materials Pocket Guide
c. North American Emergency Response Guide
d. Jane's Chem-Bio Handbook
e. First Responder Job Aids

Safeware-Mallory has a large library of reference materials for both first responders and industrial applications including NFPA guide to hazardous materials, NIOSH Hazardous Materials Pocket Guide, North American Emergency Response Guide, Jane's Chem-Bio Handbook, and First Responder Job Aids.

Reference Materials
JJ Keller

19. AUTOMATED EXTERNAL DEFIBRILLATORS (AEDS)

Portable, personal, and medical automatic external defibrillators, AED trainers, accessories and replacement parts.

Safeware-Mallory supplies and supports the top portable AED (automatic external defibrillator) manufacturers for both personal and medical applications including; AED trainers, accessories and replacement parts. In addition to supplying AEDs, accessories and parts, Safeware-Mallory also provides AED program management software that is comprehensive yet simple tracing of all vital components of the program providing interactive reporting and escalating notification system for maintenance, battery and accessory expiration dates.

AEDs
Cardiac Science
Defibtech
Physio Control
Philips
Zoll Medical

AED Accessories & Cabinets
Allegro Industries
Cardiac Science
Defibtech
Physio Control
Philips
Zoll Medical

20. AMMUNITION/LESS THAN LETHAL MUNITIONS

Including ammunition for police weapons and munitions such as OC Spray, rubber bullets, flash bangs, crowd and riot suppressants.

In the event of a public disturbance, barricaded subject or other law enforcement situation, less lethal means of submission is a preferred response. Safeware-Mallory supplies several of the top manufacturers of aerosols, chemical munitions including OC spray for individual and crowd suppressants, impact munitions including bean bags and rubber bullets, flash bangs, sting-ball grenades as well as 37/38 and 40 mm launchers.

Less Than Lethal
Combined Systems
Defense Technology
FNH
Royal Arms
Sage Control Ordnance

21. CIVIL DISTURBANCE GEAR

All gear necessary for officer protection and control during civil disturbance events/riots. Including, but not limited to: Shields, riot helmets, pad, FR outerwear, FR base layer, boots, gloves, duty belts, batons, animal protection (horses, canine)

Civil disturbance/ public order (PO) has been on the rise in recent years due to public unrest over police actions. Safeware-Mallory has been on the forefront of providing internationally sourced equipment to law enforcement agencies across the country as well as a grass roots effort to teach best practices in public disorder response. A brief history: The US has lagged well behind our European counterparts in public disorder response where countries such as Great Britain has been dealing with deadly riots for many decades and as a result has cultivated best practices for law enforcement protocols and as well as government standards on equipment specific to civil disturbance. Without NIJ standards relating to riot equipment guiding US manufacturers, the level of protection was subject to their discretion resulting in subpar protection compared to equipment used in the European Union. In the absence of viable US manufactured equipment, Safeware-Mallory has directly sourced certain products from Great Britain and Germany providing the highest level of protection which meet or exceeds British Public Order Standard BS 7971.

Safeware-Mallory supplies the complete public order/ civil disturbance package including: shields; solo, 4 and 6 foot interlocking shields, helmets; riot and ballistic, fire resistant clothing; outer pants and jackets, base layer socks, pants, shirts, hoods, specialized Public Order fire resistant gloves, duty belts and harnesses, carrier vests, identification labels and lights, batons, and specialized riot response vehicles. Safeware-Mallory supplies Public Order equipment to outfit both equestrian and canine units.

Safeware-Mallory has teamed up with Survival Edge Tactical Systems to provide comprehensive multi-day training for Public Order response and preparation.

Public Order Gear
Armadillo Merino
Cold Fire Tactical
Damascus
DMS Protective Equipment
FirstSpear
Gentex Corporation
Hatch
Limited Leather & Tool
Magnum Boots
Mehler LE
Original SWAT
S&S Precision
Survival Edge Tactical
Yaffy Protective Clothing
United Shield
5.11

22. DIVE GEAR/UNDERWATER RECOVERY/WATER SAFETY

Dive suits, underwater robots, boats, dry suits, Personal Flotation Devices (PFDs)

Dive teams for law enforcement and fire & rescue are specialized, highly trained and require quality equipment that won't fail during a mission. Safeware-Mallory has been working closely with the dive and maritime community for many years supporting through product, training and regional events. Safeware-Mallory works with each unit, law enforcement dive and recovery, water rescue and swift water rescue, marine patrol and safety by supplying equipment including; dive dry and wet suites, under water robots for movement and recovery, metal and inflatable rescue boats, ropes and harnesses, and PFD's for water safety used in every application.

Safeware is one of three stocking suppliers in the country for one of the highest regarded water safety manufacturers, Mustang Survival and supplied 55 sets of gear for first responders in the aftermath of hurricane Sandy within 24 hours of the request.

Water Safety & Dive Gear
Ansell
Aqua Lung
CMC Rescue
Demaree Inflatable Boats
Diving Unlimited International
Mistral Security
Mustang
NRS
Stearns
Zodiac

23. POLICE FLEET MANAGEMENT PRODUCTS

Equipment relating to the outfitting and maintenance of vehicles, including but not limited to sirens, lights, speed cameras, RADAR.

When upgrades to law enforcement vehicles are necessary, Safeware-Mallory has the products to meet our customer's needs including; emergency lighting, sirens, ballistic up-fitting, radar and laser speed cameras.

Fleet Management
Kustom Signals
LDV
Lenco Industries
MPH Industries
Nomad Global Communications Solutions
North American Signal
Sound off
Stalker Radar
Troy Products

24. LAW ENFORCEMENT SOFTWARE

Including but not limited to facial recognition products, shot tracking software, license plate recognition, any criminal investigative software**.**

Technology for law enforcement is continually making great strides in the sophistication and benefit of utilizing big data to help policing at every level. Safeware-Mallory can provide engineering and implementation of hardware and software to support facial recognition, community shot tracking, social media surveillance, crime statistics and analytics, computer aided dispatch, records management, mobile reporting, command/control center operations, and physical and cloud storage.

Safeware-Mallory provides design, engineering, installation and maintenance for Vehicle identification and intelligent transportation systems through automatic license plate recognition camera solutions (LPR) utilizing visual, electronic, acoustic, LASER-RADAR methods for both fixed and portable installations.

Software
AeroComputers
Cognitec
Mark43
SceneDoc

Shot Tracking
Shot Spotter
Shot Detection Systems

License Plate Recognition
3M
Cintel
Vetted Security Solutions
Vigilant Solutions

25. PUBLIC SAFETY AVIATION- HELICOPTERS

Equipment and services related to the purchase of helicopter and associated maintenance, UAV, UAW, and accessories, aviation software, aircraft.

Aviation units are typically reserved for larger departments due to the expense and complexity of running and maintaining readiness. Safeware-Mallory has successfully supported the unique needs of municipal and state aviation units post helicopter purchase with a full suite of electronic upgrades and mission specific equipment for both law enforcement and search and rescue applications. Advancement of technology happens at a blistering pace and keeping up is a challenge, but Safeware-Mallory's suppliers provide the cutting edge in HD video and optics including thermal, infrared and low light. Knowing what you are looking at is critical but equally as important is where you are. Our partner's provide the latest in augmented reality mapping software combing multiple mapping layers reflecting terrain and street maps with addressing.

When manned aircraft is not an option, Safeware-Mallory offers a host of Unmanned Arial Vehicles (UAV) designed for surveillance, search and rescue operations, fire ground situational awareness, wildland fire fighting, utility surveys and law enforcement. Our UAVs include fixed wing and single or multi rotor with a wide range of electronics packages, weight capacities and flight time capabilities to meet the needs of our customers.

Aviation
Avenge, Inc.
Churchill Navigation
Macro-Blue
FLIR
IMT Downlink

UAVs
Aeryon Labs
FLIR
Leptron
RP Flight Systems
Tactical Electronics
Vetted Security Solutions

26. PUBLIC SAFETY UNIFORMS

Class A uniforms, Class B uniforms, BDUs, NFPA compliant footwear.

Uniforms are much more than just looking good, they must include features that support the needs of the wearers from fit to the utilization of specialized materials. Safeware-Mallory offers the latest in uniform technology from many of the top brands supporting all applications including general workers, fire departments, law enforcement, and special operations with Class A for formal events, Class B for station wear or patrol, BDUs for special operations, and footwear including NFPA compliant where a fire hazard is present. Safeware-Mallory offers a large selection of specialized clothing for cold and warm applications, bike patrol, equestrian, NFPA compliant and other special operations. Accessories such as buttons, patches, insignia, belts, ties, hats, name tags can be provided both separately or pre-attached depending on the customer's requirements.

Once uniforms have been selected, Safeware-Mallory can create agency specific programs utilizing the manufacturers of choice to streamline procurement while maintaining the strict guidelines for uniform consistency. Where uniform fitting is required, Safeware-Mallory will partner with local businesses in relation to the specific agency and provide fitting and tailoring services in order to deliver turn-key solutions.

Uniforms & Clothing
5.11
Arc'Teryx
Champion
Crewboss
Drifire
Elbeco
ML Kishigo
Neese
Propper International
Spiewak
Tru-Spec
XGO

Footwear
5.11
Black Diamond Tactical
Blackhawk
Danner
Haix
Onguard
Original SWAT
Timberland Pro
Tingley

27. VEHICLES

Any public safety vehicles including but not limited to: armored vehicles, ATVs, Command vehicles, bomb trucks.

Vehicles designed for public safety have unique requirements common across different agencies however the final product can vary greatly. Safeware-Mallory has a wide range of manufacturers who can engineer, design, build and assemble custom vehicles from the ground up including; armored, command and communications, chief's car, EMS responder, fire trucks, first responder utility, EOD (bomb truck), surveillance, SWAT/ rapid response, CBRN disposal trailers and ATVs.

Vehicles
ICS
LDV
Lenco Industries
Nomad Global Communications Solutions
Polaris
Troy Products

28. TRAINERS AND TRAINING EQUIPMENT

For example fire trainers, simulators, training props.

Training is critical to any organization and Safeware-Mallory has the training aids to fit the needs of our customers. Firefighting simulators rang in all sizes including; gas grills, vehicles, tanker trucks, flashover simulators, fixed buildings, mobile trailers, airplanes, helicopters and ships which can be designed and built according to our customers specifications. Ongoing maintenance and support is also provided. Other simulators for firefighting include software applications that teach apparatus driving and incident command and control as well as mannequins used in first aid, CPR and extreme injury training.

Law enforcement simulators supported by Safeware-Mallory include firearm training and active shooter scenarios both utilizing software-based applications as well as live instructor led classes. In live training scenarios, training ammunition and firearms are a capability of Safeware-Mallory. Safeware-Mallory also provides products used by K9 teams for control, bite and take-down and obstacle courses.

Safeware-Mallory offers a wide variety of safety training for both first responders as well as general industry. Through Safeware-Mallory's Safety Management Services division, we specialize in providing degreed safety professionals in a variety of disciplines including but not limited to Safety, Industrial Hygiene, Health Physics, Construction Management, and First Aid for either short or long-term engagements. In addition, our 45 staffed professionals can perform third party safety audits, expert witness, job hazard analysis, accident investigation and safety and health plan reviews.

Training Equipment & Services
Combined Systems
ITTS
LE Targets
Monadnock
Safariland
Simulaids
Survival Edge Tactical
Techline Technologies
UTM
VirTra Systems

K9 Training
Castle K-9
K9 Guardian
Ray Allen

Safeware Training
NFPA
OSHA
HAZMAT

29. VENDING SOLUTIONS

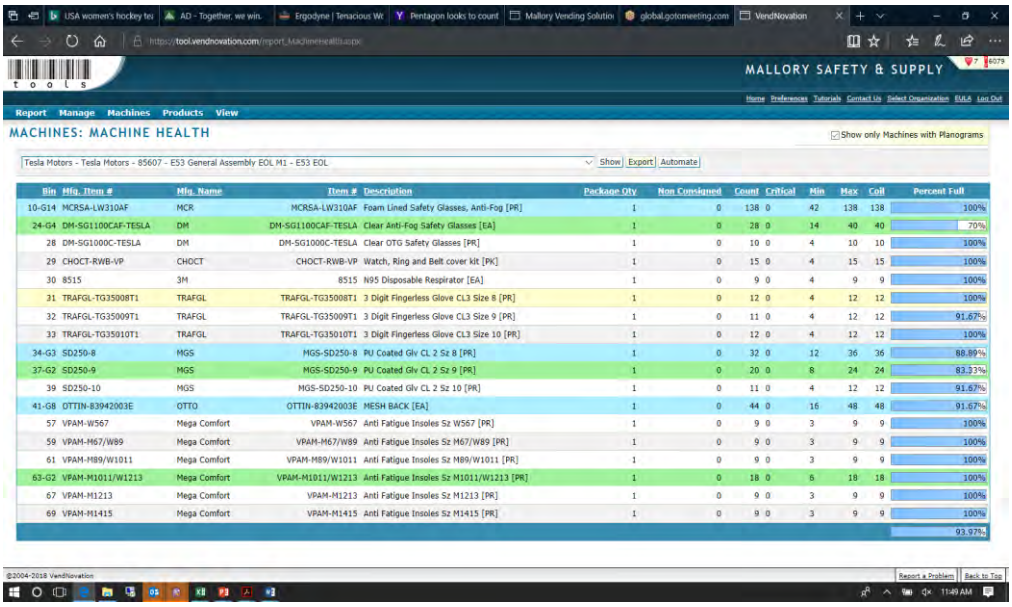
Service and equipment to supply and manage an on-site vending program with contract relevant contents for refill, such as PPE, eyewear, ear plugs, gloves, etc. Solution to include:

a. Real time usage reporting by employee, item, department, or cost code
b. Low stock/out of stock alert for both supplier and customer
c. Ability to restrict items by time, item, employee, or usage
d. Ability to dispense both large and small items

We believe so strongly in the potential cost savings of vending we built our own vending company, SNAPVEND. Over 1200 machines have been deployed nationally with hundreds of customers such as Tesla, City of Tacoma, Clearwater Paper and Weyerhaeuser.

Vending programs can save up to 30% in product usage, drastically cut down walk time by placing frequently used items closer to the work, improves accountability and inventory usage and forecasting capabilities.

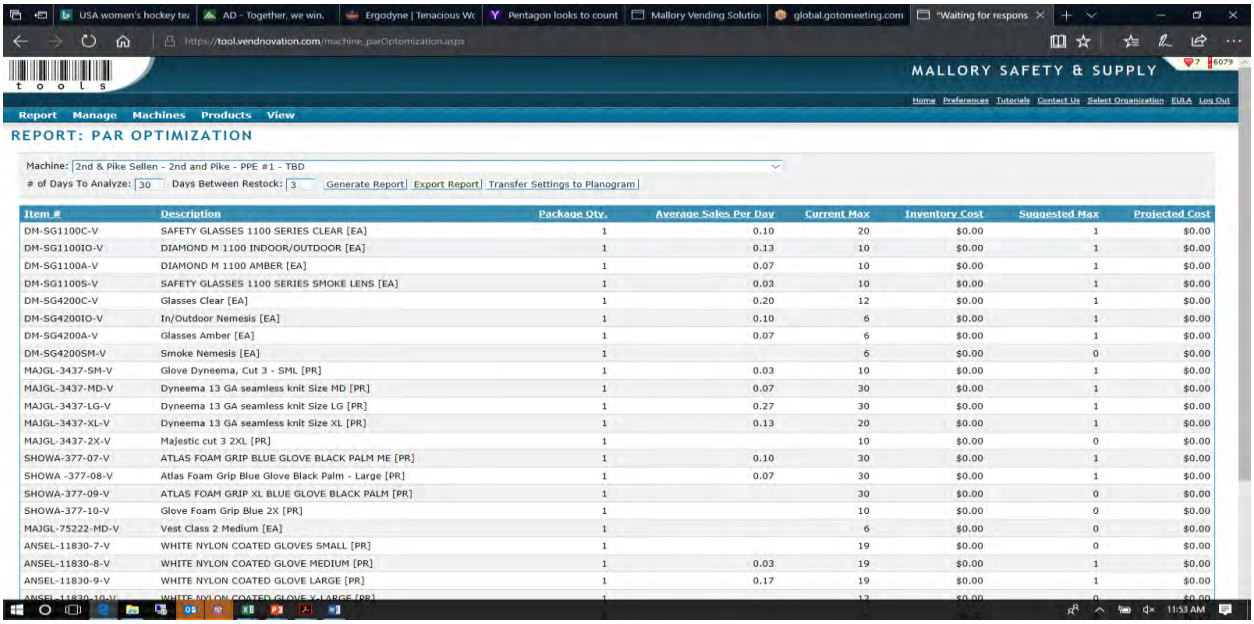
Unlike some other vending based inventory management solutions, Safeware/Mallory uses modern Web Technologies to provide real-time access to your data. Generating usage reports, setting restrictions on inventory usage, deploying new machines, and most other management operations require nothing more than an internet connection and a modern web browser. No extra software to install or keep updated means that you can focus on what the data means instead of how the system works. Our reporting capabilities include everything in the RFQ Scope of Work and more. A short training sessions empowers our customers to have a much or as little access to the software as they wish. We believe transparency is the foundation of a good vending program. Below is a sample of a few of our key reports.



Bin	Mfg. Item #	Mfg. Name	Item #	Description	Package Qty	Non Consigned	Count	Critical	Min	Max	Coil	Percent Full
10-G14	MCRSA-LW310AF	MCR	MCRSA-LW310AF	Foam Lined Safety Glasses, Anti-Fog [PR]	1	0	138	0	42	138	138	100%
24-G4	DM-SG1100CAF-TESLA	DM	DM-SG1100CAF-TESLA	Clear Anti-Fog Safety Glasses [EA]	1	0	28	0	14	40	40	70%
28	DM-SG1000C-TESLA	DM	DM-SG1000C-TESLA	Clear OTG Safety Glasses [PR]	1	0	10	0	4	10	10	100%
29	CHOCT-RWB-VP	CHOCT	CHOCT-RWB-VP	Watch, Ring and Belt cover kit [PK]	1	0	15	0	4	15	15	100%
30	8515	3M	8515	N95 Disposable Respirator [EA]	1	0	9	0	4	9	9	100%
31	TRAFGL-TG35008T1	TRAFGL	TRAFGL-TG35008T1	3 Digit Fingerless Glove CL3 Size 8 [PR]	1	0	12	0	4	12	12	100%
32	TRAFGL-TG35009T1	TRAFGL	TRAFGL-TG35009T1	3 Digit Fingerless Glove CL3 Size 9 [PR]	1	0	11	0	4	12	12	91.67%
33	TRAFGL-TG35010T1	TRAFGL	TRAFGL-TG35010T1	3 Digit Fingerless Glove CL3 Size 10 [PR]	1	0	12	0	4	12	12	100%
34-G3	SD250-8	MGS	MGS-SD250-8	PU Coated Glv CL 2 Sz 8 [PR]	1	0	32	0	12	36	36	88.89%
37-G2	SD250-9	MGS	MGS-SD250-9	PU Coated Glv CL 2 Sz 9 [PR]	1	0	20	0	8	24	24	83.33%
39	SD250-10	MGS	MGS-SD250-10	PU Coated Glv CL 2 Sz 10 [PR]	1	0	11	0	4	12	12	91.67%
41-G8	OTTIN-83942003E	OTTO	OTTIN-83942003E	MESH BACK [EA]	1	0	44	0	16	48	48	91.67%
57	VPAM-W567	Mega Comfort	VPAM-W567	Anti Fatigue Insoles Sz W567 [PR]	1	0	9	0	3	9	9	100%
59	VPAM-M67/W89	Mega Comfort	VPAM-M67/W89	Anti Fatigue Insoles Sz M67/W89 [PR]	1	0	9	0	3	9	9	100%
61	VPAM-M89/W1011	Mega Comfort	VPAM-M89/W1011	Anti Fatigue Insoles Sz M89/W1011 [PR]	1	0	9	0	3	9	9	100%
63-G2	VPAM-M1011/W1213	Mega Comfort	VPAM-M1011/W1213	Anti Fatigue Insoles Sz M1011/W1213 [PR]	1	0	18	0	6	18	18	100%
67	VPAM-M1213	Mega Comfort	VPAM-M1213	Anti Fatigue Insoles Sz M1213 [PR]	1	0	9	0	3	9	9	100%
69	VPAM-M1415	Mega Comfort	VPAM-M1415	Anti Fatigue Insoles Sz M1415 [PR]	1	0	9	0	3	9	9	100%
												93.97%

Our Machine Health Report tells us the inventory status of each coil in a machine. An alert is sent to both our customers and our Vending team when coil quantities hit yellow or red status. Thus warning us about a potential stock out before it happens.

Our vending solution eliminates the need for on board hard drives and pushes the software to the cloud allowing for lower overall costs, higher up times and less maintenance. The lower cost allows us to deploy vending for FREE to our customers in exchange for a marginal buying commitment.



Item #	Description	Package Qty.	Average Sales Per Day	Current Max	Inventory Cost	Suggested Max	Projected Cost
DM-SG1100C-V	SAFETY GLASSES 1100 SERIES CLEAR [EA]	1	0.10	20	$0.00	1	$0.00
DM-SG1100IO-V	DIAMOND M 1100 INDOOR/OUTDOOR [EA]	1	0.13	10	$0.00	1	$0.00
DM-SG1100A-V	DIAMOND M 1100 AMBER [EA]	1	0.07	10	$0.00	1	$0.00
DM-SG1100S-V	SAFETY GLASSES 1100 SERIES SMOKE LENS [EA]	1	0.03	10	$0.00	1	$0.00
DM-SG4200C-V	Glasses Clear [EA]	1	0.20	12	$0.00	1	$0.00
DM-SG4200IO-V	In/Outdoor Nemesis [EA]	1	0.10	6	$0.00	1	$0.00
DM-SG4200A-V	Glasses Amber [EA]	1	0.07	6	$0.00	1	$0.00
DM-SG4200SM-V	Smoke Nemesis [EA]	1		6	$0.00	0	$0.00
MAJGL-3437-SM-V	Glove Dyneema, Cut 3 - SML [PR]	1	0.03	10	$0.00	1	$0.00
MAJGL-3437-MD-V	Dyneema 13 GA seamless knit Size MD [PR]	1	0.07	30	$0.00	1	$0.00
MAJGL-3437-LG-V	Dyneema 13 GA seamless knit Size LG [PR]	1	0.27	30	$0.00	1	$0.00
MAJGL-3437-XL-V	Dyneema 13 GA seamless knit Size XL [PR]	1	0.13	20	$0.00	1	$0.00
MAJGL-3437-2X-V	Majestic cut 3 2XL [PR]	1		10	$0.00	0	$0.00
SHOWA-377-07-V	ATLAS FOAM GRIP BLUE GLOVE BLACK PALM ME [PR]	1	0.10	30	$0.00	1	$0.00
SHOWA -377-08-V	Atlas Foam Grip Blue Glove Black Palm - Large [PR]	1	0.07	30	$0.00	1	$0.00
SHOWA-377-09-V	ATLAS FOAM GRIP XL BLUE GLOVE BLACK PALM [PR]	1		30	$0.00	0	$0.00
SHOWA-377-10-V	Glove Foam Grip Blue 2X [PR]	1		10	$0.00	0	$0.00
MAJGL-75222-MD-V	Vest Class 2 Medium [EA]	1		6	$0.00	0	$0.00
ANSEL-11830-7-V	WHITE NYLON COATED GLOVES SMALL [PR]	1		19	$0.00	0	$0.00
ANSEL-11830-8-V	WHITE NYLON COATED GLOVE MEDIUM [PR]	1	0.03	19	$0.00	1	$0.00
ANSEL-11830-9-V	WHITE NYLON COATED GLOVE LARGE [PR]	1	0.17	19	$0.00	1	$0.00

The Par Optimization report assists us in establishing refill quantities and frequency needed to maintain a 100% fill rate.

30. RELATED SERVICES

Any related public safety and emergency preparedness products and services offered by supplier.

Safeware-Mallory provides added value services including: SCBA maintenance and repair, SCBA flow testing, cylinder hydrostatic testing, fit testing, CBRNE instrument calibrations and repair, level A suit testing, fire hose testing, PPE cleaning, air compressor repair and maintenance and breathing air testing.

Safeware-Mallory also provides many onsite and online training classes on a wide range of topics including:

- Aerial Work/Lift Platforms
- Back Safety
- Bloodborne Pathogens
- Bucket Truck Safety
- Chainsaw Safety
- Confined Space Entry Awareness
- Confined Space Entry Operations
- Confined Space Rescue
- Cranes, Hoists & Lifts
- Crane Safety Awareness
- Defensive Driver (National Safety Council Certification)
- Developing Effective Safety Action Teams
- Do Your Own OSHA Inspection
- Electrical Safe Work Practices
- Emergency Action Plans
- Evacuation Plans that Work
- Ergonomics Hazard Assessment
- Establishing a Safety & Health Committee
- Fall Protection Awareness
- Fall Protection Competent Person
- Fire Prevention & Fire Extinguishers
- First Aid CPR AED (National Safety Council Certification)
- Flagger Certification (National Safety Council Certification)
- Forklift Operator (industrial/warehouse)
- Forklift Train the Trainer
- Hand & Portable Power Tools
- Hazard Communication/Right to Know
- Hazard Identification
- Hazardous Materials Awareness (initial and refresher)
- Hazardous Materials Operations / Spill Response Team (initial and refresher)
- Hazardous Materials 24 Hour Technician (initial and refresher)
- Hazardous Waste Management (initial and refresher)
- Hearing Conservation
- High Voltage Electrical Safety
- Hoists & Overhead Cranes
- Job Safety Analysis/Job Hazard Analysis
- Ladder Safety
- Lead Safety
- Lockout/Tagout Electrical Safety (authorized, affected and other)
- Law Enforcement Public Order Civil Unrest
- Law Enforcement Public Order Command Foundation Course
- Machine Guarding
- Material Handling
- Mobile Cranes & Rigging
- NFPA70E
- OSHA 10-hour General Industry
- OSHA 10-hour Construction
- OSHA 30-hour General Industry
- OSHA 30-hour Construction
- OSHA Overview for HR Managers
- OSHA Recordkeeping Requirements
- Overhead Crane Operator
- Personal Protective Equipment
- Power Tool Safety
- PPE Hazard Assessments
- Respirator Fit-Tester Course
- Respiratory Protection
- Respiratory Protection Program Administrator
- Safe Lifting
- Safety Orientation Programs
- Scaffold User
- Scaffold Competent Person
- Slinging and Rigging
- Spill Response Team Training
- TB & Airborne Pathogens
- Trenching & Excavation Competent Person
- Work Zone Safety Supervisor

31. OTHER NON-LISTED PUBLIC SAFETY, LAW ENFORCEMENT AND FIRE EQUIPMENT

Equipment, supplies and materials (such as general Fire Turn -out gear and Law Enforcement Tactical equipment) that Bidder offers but does not appear specifically in the above categories.

Safeware-Mallory has been providing equipment and services to support the current contract for over 6 ½ years. In preparation for this solicitation we offered feedback relative to the list of categories that included the highest demand for our services. The response provided by Safeware-Mallory in this technical response represents a comprehensive list of our best current capabilities offered. However, in the world of ever-changing threats and challenges, Safeware-Mallory will expand capabilities to include any additional categories and products required by our customers to meet their needs.

C. Awareness of Difficulties & Plan to Surmount

As the current contract holder, Safeware-Mallory is well aware of the difficulties associated with a contract of such an extensive scope and breadth. The challenges with this contract are many but can be broken down into three major factors which include the size of the contract scope, the ability to provide national coverage, and the resources necessary to service the contract.

Contract Scope

The current contract includes 19 categories and the new RFP includes 31 diverse groups. This varied list of product categories presents a serious challenge to any single company. Traditional law enforcement distributors do not have the experience in fire departments or general safety. Fire distributors tend to be limited to regional coverage due to fire equipment manufacturers' dealer agreements. Neither group has strong positioning in industrial safety or physical security and computer networking for complex CCTV and access control. Safeware-Mallory has several advantages over other providers and is uniquely positioned to support this contract. First, both companies began as independent safety distributors servicing all manner of commercial manufacturing and construction giving us a broad background in safety. The personal protective equipment (PPE) used in industry is, many instances, the same equipment used by first responders. For example, chemical manufacturers utilize a very high level of PPE including level-A suits, SCBAs, and detection equipment similar to equipment used by HAZMAT teams. Because of this similarity, both companies began to service first responders decades ago becoming recognized as leaders in the FR community today. Over the last 6 ½ years Safeware-Mallory has systematically increased our capabilities in almost every category to our current position today where the current categories reads like a list of our core competencies.

Coverage

In preparation for our 2011 response to the current Public Safety contract, we recognized the need for complete country coverage in order to reach out to the 30,000 registered USC customers. Safeware was strong in the Mid-West and East Coast with limited penetration into the West Coast. Mallory Safety and Supply has a strong foot print on the West Coast and Mid-West. As a combined effort over the last 6 ½ years, we have successfully covered the entire US including Alaska, Hawaii, and US Territories and continue to grow our salesforce and marketing efforts to extend our reach.

RESOURCES

A successful organization must have a system in place with both the flexibility to adapt with every changing situations and the rigidity of defined managerial roles that will oversee the execution of the plan and its changes. Commitment to the program from senior management is critical as company-wide adherence to the program is necessary for success.

Safeware and Mallory have worked closely together to ensure a unified approach to contract support by devoting significant financial and personnel resources in support of the contract. Sales management and marketing efforts are combined to ensure unified priorities and approach. Lines of communication have long been established between all levels of the organizations and regular meetings as well as use of collaborative tools have helped us to maintain consistency and development of best practices for contract execution. Use of the same software platform makes operational procedures and reporting straightforward.

PLANT TO SURMOUNT

Our Preliminary Work Plan at the onset of the current contract consisted of three phases beginning with startup and analysis of our current customers, contacting existing users of other U.S. Communities contracts, and ending with converting previously unregistered users. A look at our sales numbers from 2012 shows that this process took some time due to virtually no carry over from the previous contract, but our continuous growth resulting in sales of over $46 million in 2017 and $196 million total sales from the start of the contract demonstrates that we have been successful in our efforts and provided the necessary resources and focus enabling this growth.

The continued growth in contract sales will come from the ongoing execution of our current strategy. The strategy consists of multiple parts involving sales analytics, sales representative allocation and expansion, marketing efforts, and laser focus. Our sales strategy has changed over the years as we gained experience and found what works and what does not. Today we take a multi-layered approach with our sales staff where many agencies are supported by several reps who are product experts in a category such as law enforcement or physical security. By working together, we can more fully cover a single agency's needs.

Safeware-Mallory also utilizes sales analytics to determine sales penetration, areas of improvement, and opportunity utilizing cost vs benefit methodology. Safeware and Mallory have invested heavily in marketing activities to provide several functions; first by supporting our name recognition and contract availability to perspective customers, and secondly to engage customer who we might not otherwise be able to contact. This is done through our comprehensive website, email lists, publication advertising and social media capabilities. Trade shows and summits are also an important mechanism for reaching new and existing customers providing a single showcase for new products and services. Safeware and Mallory attend on average over 75 shows per year, not including USC summits, both individually and in jointly shared booth spaces.

THE FIRST SIXTY DAYS

If awarded the contract, our senior management team will meet to execute the notification process to all existing customers and begin to lay the groundwork for creating new bridged contracts with agencies requiring such contracts. We will quickly engage agencies where supervisor or board approval is required and get on schedule for public hearings if needed so that we can have little to no disruption from old to new contract.

Implementation of the new contract will be designed to leverage current relationships with municipal agencies and create a fresh face for the contract in an effort to attract new potential target customers. New contract roll-out will be executed with joint efforts from the Safeware-Mallory and U.S. Communities Marketing teams.

We will energize the marketplace with the following campaign encompassing the first 60 days of the new contract. Elements to include:

- **Initial roll-out call with the U.S. Communities Program Managers**
  - Emphasizing the value of the contract with focus on target customers and opportunities for market growth.
- **Initial roll-out call with Advisory Board Members**
  - Emphasizing target products and campaigns for success
- **Emails to Registered Agencies**
  - Emphasizing the new contract and offering special incentives in the form of special buys for the new contract
- **Webinars**
  - Targeted at both purchasing and agency (fire & police) customers
  - Communicating the breadth of the contract and our offering
- **Update Print Material**
  - Reprints of all catalogs, line cards, business cards, etc. refreshing the look of and announcing the new contract
- **Press Releases**
  - Announcing the contract and emphasizing its benefits
- **Social Media**
  - Posts on various social media channels (Facebook, Twitter, LinkedIn) to announce new contract and emphasize benefits of use

TRAINING

Training will be a huge part of our implementation plan as universal understanding of the contract throughout the company is critical to our success. Contract commitments are made at the executive level, but are carried down to every employee through our levels of management.

- **Employees**
  - In-service USC contract training for all departments respective of their contract role
  - Paired with a fresh understanding of all of the new contract details ensuring all employees have at least basic understanding of contract merits

- Occurring just prior to contract inception to ensure that Safeware-Mallory personnel are up to date and ready for contract kick-off

- **Sales**
  - In-service USC contract training for all sales personnel on new contract details
  - Mandatory training with USC Program Manager to further improve our contract skills
- **Vendors**
  - New focus!
  - Intent to create excitement in the supply chain to create even more lift for our contract
  - Scheduled vendor "Town Halls" during the first 60 day
  - Manufacturer partners will be invited to send sales personnel, in person or via webinar, for contract training
  - Resources will be provided to announce inclusion of their products on U.S. Communities
    - Ex. POS booth materials for trade shows, logos, branding for websites

2.0TREATMENT OF THE ISSUES

We recognize the scope of work as presented and we feel that it fundamentally represents the important aspects of the contract: to provide a full offering of products for fire and police, to provide to protect every worker in a government agency of any time, and all other eligible U.S. Communities contract customers, and to have a strong fundamental understanding of the procurement of these products.

We understand that we are responsible to consult with government procurement professionals based on a strong understanding of the legal and regulatory issues involved, to promote adoption of the U.S. Communities contract in a way that delivers hard cost savings on the products that they buy, as well as savings in the cost of the procurement process. We find the Request for Proposal to be complete, thorough and relevant in every detail.

3.0STATEMENT OF QUALIFICATIONS

3.1 ORGANIZATIONAL AND STAFF EXPERIENCE

As the incumbent on this contract, Safeware-Mallory has seven years' worth of examples of our experience with the subject matter of this contract. Safeware-Mallory hosts a plethora of benefits as both current and future contract holders, which can be summarized by our Dedication, Responsiveness, and ability to be a Solution Provider.

A. DEDICATION

Safeware and Mallory are both family owned and operated businesses with strong dedication to fill the need for public safety equipment. We are proud to supply our first responders and others in the public safety industry with the equipment necessary for them go to work every day and come home safely. Executive leadership of both companies fully supports the commitment of such a contract and serve as an example of dedication to the job. We have many personnel dedicated full time to supporting the contract, and many employees who have experience with U.S. Communities outside of Safeware-Mallory's current contract. Our teams are knowledgeable concerning grant fulfillment and can support complex requirements with short deadlines. We work closely with procurement and understand their

pain points. This deep dedication to serving our customers is seeded in the corporate culture promoted by our executives.

EXECUTIVE EXPERIENCE

Edward Simons, CEO of Safeware, has made the success of Safeware in the U.S. Communities contract a personal mission. Ed has attended many quarterly reviews, and 6 of the U.S. Communities Annual Conferences. He has hands on role with the U.S. Communities team, the Advisory Board members, and Safeware key U.S. Communities customers. Ed exemplifies Executive involvement and his involvement is directly related to the success of Safe ware's U.S. Communities contract.

Rick Bond, Vice President of Sales and Marketing, has been supporting customers in this contract since 2009. Rick worked for the prior contract holder, in his first full year working the U.S. Communities contract there; he grew his territory from 2.6 million in sales to 8.1 million. Why? Rick realized that this contract requires not only purchasing support and education, but also the strong support of the end user customers (as every purchasing professional will tell you!). Rick worked directly with the fire and police customers to earn their business, and continues to enjoy a portfolio of nationwide contacts at the end user level. Rick also understood that large capitol and grant funded projects require tremendous detail and flexibility in pricing, and he delivered lower costs to many government customers. Rick accounted for approximately half of the contract sales of the past contract holder prior to the Safeware award.

Rick flourished in the customer focused atmosphere of Safeware (where he worked for 13 years earlier in his career), and in 2016 he accepted his new role as the VP of Sales. Rick has led several U.S. Communities webinars, including one on emergency procurement where he was able to share his own personal experiences as a supplier during high profile national emergencies spanning several decades. Rick is a hand on leader, with deep and lasting relationships with Government Purchasing Professionals as well as fire and police customers across the country.

COMPANY EXPERIENCE

Everyone in the company currently has a hand in supporting the U.S. Communities contract. Top management regularly attends the annual La Jolla Conference as well as all quarterly sales reviews with U.S Communities managers. Safeware-Mallory includes U.S. Communities reporting in their company wide sales meetings including information about the progress of the contract's revenue towards our yearly goals, any new manufacturers with training to support the contract's eligible categories of items, sales strategies and pitches, re-education of U.S. Communities benefits and best practices. From the top down, all company members are reminded, well aware of, and involved in supporting the U.S. Communities contract.

Our customer service team is knowledgeable and experienced in supporting government customers. Our quotes always reference relevant contract detail, and customers are assured of receiving the eligible contract pricing. Safeware-Mallory customer service reps are trained on the U.S. Communities contract and receive regular product training to insure the proper support of the contract objectives.

SALES EXPERIENCE

All Safeware sales representatives are trained on government purchasing and the U.S. Communities contract. Each sales representative regularly works in support of the local U.S. Communities Program Manager and attends government purchasing events, obtaining best practice information to help them

consult with government customers in regards to the use of cooperative contracts. All Safeware sales representatives have access to the U.S. Communities UConnect portal and access the U.S. Communities website for important information so that they can be a resource to government purchasing professionals.

- **State and Local Government (NIGP)** – Safeware routinely attends NIGP conferences across the country to support our contract sales
- **State Government National Governors Association** – Safeware was honored to have Rick Bond speak to the Homeland Security Advisory Council of the National Governors Association in 2015. The talk was in regards to Safeware's U.S. Communities contract and was reinforced with statements from Chris Kelenske of the Michigan State Police, who spoke to the council regarding the benefits of the contract to the State of Michigan. Safeware also attended the annual NGA conference in 2017 in Providence Rhode Island. Safeware is a leading edge contract holder for U.S. Communities at the State level boasting 11 states currently bridged with the Safeware U.S. Communities contract. The states of Michigan, Massachusetts, and Maryland are among our larger success stories.
- **Large Cities** – Safeware has been successful in penetrating large cities. The core commodities on the Safeware contact along with our reputation with the end user customers has driven adoption from Washington DC, Cleveland, and Houston among others.

GRANT FULFILLMENT

We work with customers daily on meeting their complex requirements and critical timeframes due to grant deadlines. The majority of Mallory's U.S Communities business is funded by grant funds because of the unique solution the contract offers and the diligent job both companies have done making this contract available to agencies in grant-funded regions. All departments throughout Safeware and Mallory are trained and acutely aware of sensitivity of grant deadlines and work together to help ensure all customers receive items on time.

Every December, agencies get notified of leftover funds and must order, purchase and receive equipment eligible on the Approved Equipment List (AEL) from FEMA sometimes in less than two weeks. Safeware-Mallory makes sure they stay abreast of each agency's leftover grant opportunities and keep them aware of this option of piggybacking on the U.S. Communities contract so both sides can maximize these often large windfalls.

Safeware-Mallory leverages their manufacturer relationships to meet customer's often tight deadlines to ensure product arrives on time and all paperwork is in order to fulfill grant requirements otherwise the customer loses their funds. The consistent delivery on these critical commitments throughout the span of the U.S. Communities contract period has earned Safeware and Mallory the reliable reputation and trust that agencies depend on to meet their deadlines resulting in repeat large scale purchases.

NATIONAL ELECTIONS

Safeware supported the City of Cleveland in the purchase of public safety equipment in preparation for the 2016 Republican National Convention. Difficulties in the acquisition of federal funds as well as other

hurdles put the City in the challenging position of having to purchase product to protect thousands of officers with only a few short weeks to complete the purchases and have the products delivered. Many products also required fitting and training further increasing the lead time. Fortunately, the City had passed a resolution making the Safeware U.S. Communities contract an option for these purchases. Safeware worked closely with the City Procurement staff as well as the command staff from fire and police assigned to the event to ensure that all of the products were delivered and that training and fitting took place in time for the big event. Safeware was also honored to provide products to the City of Philadelphia for the 2016 DNC, and we also supplied many products to the City of Tampa for the convention which was held there in 2012.

WASHINGTON, DC

Washington DC Office of Contracts and Procurement had a seemingly impossible task in procuring emergency supplies for the January 2017 Presidential Inauguration. Funds became available for long lead time items with only a few short weeks until the big event. Fortunately, DC had been utilizing Safeware and the U.S. Communities contract allowing us to work together to get the mission critical items in the hands of the police department just in time for the Inauguration.

COBB COUNTY

Consider these excerpts from a government publication, regarding the teamwork of Safeware with Cobb County, GA Procurement to address purchases needed in time for the grand opening of SunTrust Park in 2017:

> *As opening day plans for the new Atlanta Braves Stadium, SunTrust Park, were being finalized, public safety leaders were completing the traffic and security measures to be implemented around the SunTrust Park area. On opening day, April 14th, officials would be implementing their well-planned processes and procedures to ensure traffic flowed smoothly and the safety of the thousands of visitors attending the game was secure.*
>
> *Critical to the implementation of these plans was a list of items that needed to be purchased and delivered prior to opening day. The Police Department had several meetings with Bill Thomas, Supervisor of General Purchasing for Cobb County to outline their supplies and specifications. Some of the requirements included more than 1,000 safety cones, metal barricades, golf carts, Polaris all-terrain vehicles, safety balloons, generators and covered trailers – representing thousands of dollars.*
>
> *The first pitch date was approaching and Bill needed to ensure that the procurement of the extensive list proceeded smoothly. To do this, he turned to two U.S. Communities contracts: Safeware for the majority of the public safety items and Club Car for the golf carts.*
>
> *Joe proposed the cooperative contracts to the public safety team. "Using these contracts would save a lot of time by eliminating the need for an RFP and I knew we would get their lowest pricing," said Joe. "Everything*

that was needed was available through these two contracts which really streamlined the entire process."

Arriving at opening day without these items was not negotiable. Before proceeding, Joe had several meetings with Safeware to ensure the items they needed were covered under the contract and would be delivered by the designated dates. "I was most concerned with the Polaris vehicles since they were the most expensive items. I wanted absolute confirmation there would be no issues with the purchase. Sometimes when working with a vendor, you start the process and then find out a particular item is not available or can't be delivered by the needed date." stated Joe. "Working with Safeware went as smoothly as it could have gone."

As an Advisory Board member for U.S. Communities, Cobb County is familiar with the advantages of utilizing U.S. Communities contracts. The solicitation process by a lead public agency is similar to the Cobb County purchasing process so the requirements for a competitive bid are met. Being able to utilize a cooperative contract streamlines the entire purchasing process and eliminates the time needed for an RFP. U.S. Communities has rigorous supplier commitments to ensure their supplier partners offer their best government pricing. "Using U.S. Communities, we knew we were getting the most competitive pricing," said Joe.

Safeware enjoys a good relationship with Cobb County, and SunTrust Park is just another example of our work with procurement professional to meet deadlines with important public safety purchases.

We are constantly engaging regularly with procurement, purchasing managers, and buyers to assist with current and upcoming projects helping bridge the gap between the specific technical needs of the end users and the need for a convenient way to purchase on the procurement side. For example, Los Angeles City Fire has a long standing relationship with both an ambulance company and a helicopter company whose contracts were due to expire. The purchasing department was under the impression that they had to go out to bid to resolicit for these expensive and high profile contracts, but with the help of Mallory's well trained sales team discovered they were eligible to piggyback onto the U.S. Communities contract. The business for both contracts was transferred over to the contract through Mallory resulting in significant savings in both hard and soft costs.

B. RESPONSIVENESS

Safeware-Mallory is responsive to customer needs of all kinds. When disaster strikes, we are there to help agencies recover. We are on-call 24/7 to respond with product and solutions to rapidly deliver supplies to agencies in need during both natural and homeland safety disasters. Consider the following examples that highlight our ability to respond to emergency.

STATE OF MASSACHUSETTS

Safeware has worked closely with many contacts at the State of Massachusetts since the U.S. Communities contract was bridged in 2016. One recent success was the need for State Emergency

Management to purchase kits and trailers for sheltering residents in an emergency. While the preparations for the purchase had taken place over many years, the money became available in January of this year with a delivery required in April. A meeting took place and fortunately, Safeware has experience with this type of kit and trailers before. Two weeks after the initial meeting, the quotes were finalized, and two days after that, purchase orders were created enabling the State to meet their deadlines.

STATE OF MICHIGAN

Safeware was contacted in August of 2014 by representatives of the State of Michigan Department of Technology, Management and Budget. The state had been surprised by terrible flooding, forcing many residents from their homes and causing widespread damage. The State sent over an equipment list of flood clean up items, hoping that Safeware could somehow source thousands of each of these items. This contact took place on a Saturday morning and volunteers were being mobilized already for the clean-up. Safeware contacted a key contract partner regarding the supplies, and it was immediately recognized that the listed components actually were parts of a kit that listed on the U.S. Communities contact pricing for that vendor, Propac. This kit is manufactured for the American Red Cross and Salvation Army, among others. The State made arrangements for the purchase of a full truckload of kits, which were loaded on a truck in South Carolina and dispatched on Sunday morning to the flood sites in Michigan. Local governments in the affected area also requested kits after speaking with the State, and as registered U.S. Communities customers, the county was able to purchase several pallets on their own to augment the clean-up.

This success story was presented by Safeware, along with a representative of the State of Michigan, to the Homeland Security Advisory Council of the National Governors Association in 2015.

MIAMI DADE

The whole country received a big scare in 2016 with an outbreak of the Zika virus, and in August of that year, cases were reported in South Florida. Miami Dade County, a great customer of Safeware on the U.S. Communities contract, sprang into action and began to procure emergency supplies such as insect repellant, wipes and sprays to protect employees and the public. Safeware was able to source all of the required products and coordinate emergency deliveries to support the response. Safeware also provided Miami Dade with products during the recent hurricanes of 2017, working around the clock with County representatives during the preparations and aftermath.

PRODUCT INNOVATION

Being responsive is more than responding quickly in times of disaster. We also respond to changes in the market, always looking for the latest products to solve today's problems. Safeware-Mallory invites manufacturers to regularly scheduled sales meetings to introduce new technology and product offerings and train our sales teams on presenting the options to our growing customer base. We attend numerous trade shows with the intent not only to make new contacts, but to find new and innovative products that will meet end users' needs. Mallory, for example, has regularly exhibited at Urban Shield and donated new technology to the 72-hour scenario portion of the event during which 40+ SWAT teams test equipment in security type scenarios as a way to discover new technology and develop better tactics for high risk situations.

Both Safeware and Mallory, while attending trade shows independently, also present jointly at various shows and conferences along with manufacturers to aid in product demonstration and customer meetings. These shows are opportunities to increase our customer base, spread our knowledge of the various public safety markets, and promote the U.S. Communities contract vehicle. A full listing of the shows attended in 2017 will be presented later in this proposal.

C. Solution Providers

Safeware-Mallory has an extensive and diverse vendor base made up of over a thousand individual vendors comprised of safety, law enforcement and Special Forces, fire and rescue, emergency and first aid, surveillance and physical security manufacturers. We utilize these relationships to offer our customers a variety of product to meet their specific needs and preferences. We save our customers time by being a single source for all of their public safety needs, with the ability to combine multi-vendor requirements into one purchase such as when we provided the City of Las Vegas Metro Police Department with a variety of riot gear and Personal Protective Gear from multiple manufactures on a single purchase order. A combination of our unified buying power, along with our market expertise, and our knowledgeable staff make us excellent solution providers.

We are experts in the market with relationships with the most popular brands in public safety as well as specialized vendors. We work with end users to find unique solutions to fit our customers' needs and often work closely with the manufacturer to develop specific items or kits that fit these needs.

Diverse Vendor Base

Safeware-Mallory identifies and trains with relevant manufacturers on their products in each respective public safety channel and regularly includes manufacturer experts on joint calls, demos, in person meetings and presentations with interested end-users. Trial and Evaluation programs are also made available to the customers with multiple manufacturers on the same product so customers can feel confident with their final purchasing decision. Manufacturers included encompasses virtually Safeware-Mallory's entire catalog including 3M, US Armor, MSA, Avon, Armor Express, United Shield, Crewboss, Mustang Survival, Chinook, Blauer, Lion, Firedex, as well as most PPE manufactures (head, hand, eyes), etc.

Safeware-Mallory consults with its extensive end-user customer base to stay up to date on technology they are using to add to the U.S. Communities contract to make available to other end-users. Safeware-Mallory ensures there are multiple manufacturer options under popular categories to give end-users the best opportunity to make informed decisions to suit their needs specific to their agency.

The Orange County Fire department, the largest Southern California fire agency, was looking for ballistic armor for active shooter incidents. They had a specific budget, needed to outfit 700 seats and also needed solutions for storage. The Safeware-Mallory team was able to present samples of ballistic armor from multiple manufacturers such as US Armor, Armor Express, United Shield, and Safariland so that the customer could choose the right products to fit accommodate their budget. The final deal included free helmet pouches and vest carrier bags as well as the only 7-year warranty available on ballistic armor to amortize their spend more effectively versus the standard 5-year warranty.

UNIFIED BUYING

An excellent example of the benefit of unified buying is with security projects which encompass multiple vendors for cameras, software, storage as well as installation services and labor. Safeware-Mallory offers unique Government Security Solutions combining a myriad of equipment solutions and customizations based on customers very unique needs. These solutions are difficult to procure because due to their sensitive nature, they cannot be advertised in the way that normal goods and services are. The U.S. Communities contract is an excellent resolution to this issue as it saves government purchasing from having to solicit such sensitive projects via open bidding and allows them to utilize a single source for such complex multi-vendor requirements.

PHYSICAL SECURITY & INTEROPERABLE COMMUNICATIONS EQUIPMENT

SUCCESS STORY #1:

A large Southeastern City was experiencing an extremely high felony crime rate. The City generated Citywide funding and applied for and was awarded multiple security grants (State & Local and Federal) to build out a $12M Real Time Crime Center for their Public Safety Department in order to gain greater situational awareness and coordinate with ground units and personnel. Besides designing and building out a multi-room security ops center, the Safeware-Mallory team integrated many technologies including and not limited to: Shot Detection, LPR (License Plate Recognition), Intelligent Citywide CCTV, Online Community Tip Line, Online Pawn Shop Stolen Good Activity, Social Site Monitoring, Body Cam Upload Integration, Citywide Network Connectivity, Interoperable Communications, and Multi-Agency Situational Rooms. This “Real Time Crime Center” has become a showcase for many Law Enforcement agencies both state and local as well as Federal and has been of great interest to some of the world’s largest corporations as it is being viewed as the benchmark for future “Real Time Crime Centers”.

SUCCESS STORY #2:

In 2017, Major League Baseball held their annual All Star Game in the City of Miami and required a physical security system, covert in nature due the extremely high ranking political and celebrity attendees. The Safeware-Mallory team designed and built out a rapid deployable physical security network along with the end-point devices necessary to provide situational awareness across a multi-agency encompassing state, local, Federal Law Enforcement support team. The project was challenging as the original networking design had to be revised multiple times due to constant new high-rise construction changing the “line of sight” requirements. Another large challenge was creating interoperability across multiple platforms as many Federal agencies brought with them their own highly secure networking equipment that had different bandwidth spectrums from the State & Local agency networking equipment. The Safeware-Mallory team was, however, able to configure a design for the secure operation center that brought all law enforcement parties onto a common operating platform.

SUCCESS STORY #3:

A large Northeastern County was operating on outdated (1920’s/1950’s/1980’s) security measures throughout their regional corrections facility. In 2015, the Safeware-Mallory team brought the County up to current security technologies that included CCTV, and Access Control. The County was so pleased with the Safeware-Mallory team that the County subsequently contracted with the Safeware-Mallory team to bring their Prosecutor’s Office, County Operation Offices, County Courthouse, and other critical County support facilities under the newly designed Safeware-Mallory security platform. To this day Safeware-Mallory is viewed as a trusted security partner with the County.

SUCCESS STORY #4:

A large Southeastern City was experiencing a high volume of stolen vehicles. Many vehicles were being driven out on City roads. The Safeware-Mallory team designed, configured, and built multiple License Plate Recognition (LPR) trailers with built in cellular connectivity. The intent of the trailers was to alert local law enforcement of stolen car hits. Within the first week of deploying the trailers, the City Police Department was averaging and apprehending over five stolen cars per week just on one main thoroughfare alone. During the next City Commission meeting, the Police Chief was pleased to report their results and out of that meeting started the allocation of nearly $7M to the Safeware-Mallory team for additional Citywide security measures throughout the City.

SUCCESS STORY #5:

A major Northeastern City was operating on an outdated public safety communications system. They had previously contracted with one of the world's largest communication conglomerates only to end up extremely frustrated as they continued to experience sporadic connectivity between their headquarters and their first responders entering various buildings throughout the City. The Safeware-Mallory team approached the City with a hybrid upgrade approach. We integrated a CAD fusion software solution along with upgrading their entire Distributed Antenna System (DAS) hardware support structure. This implementation of the new hardware has rapidly eliminated dead spots in communication granting the City peace of mind that their systems are operating as intended and helping to keep their first responders safe.

SUCCESS STORY #6:

A large Northeastern County owned the land where a cellular communications tower once stood. This area of the Northeast has vast amounts of open, undeveloped, and environmentally protected lands and their public safety network along with the consumer cellular network was lacking coverage. The Safeware-Mallory team advised the County at no cost on how to best utilize their land and how to bring to the table the largest cellular tower owner operating in the US. The Safeware team also advised the County that it was possible to co-locate their public safety antennas (microwave licensed spectrum and cellular) at one elevation of the proposed tower while allowing the top tier cellular service providers to compete for tower space at other height locations. The County has since entered into their tower lease agreement as outlined by the Safeware-Mallory team.

3.2 REFERENCES

Please see Attachment C

3.3 FINANCIAL STATEMENTS

Please see Attachment D for Safeware financials from 2016. Statements from 2017 have not yet been finalized by our auditors. (CONFIDENTIAL AND PROPRIETORY)

4.0SUPPLIER QUALIFICATIONS

4.1 SUPPLIER COMMITMENTS

Safeware-Mallory acknowledges U.S. Communities' view of the importance of a successful supplier relationship as a foundation for providing maximum benefit to Participating Public Agencies as well as the Supplier. We therefore agree to the following commitments in order to ensure we provide the highest level of public benefit to Participating Public Agencies:

A. CORPORATE COMMITMENT

- Safeware-Mallory agrees to the terms and conditions of the Master Agreement and acknowledges that the pricing, terms, and conditions shall at all times be our primary Contractual offering of Products and Services to Public Agencies. All of our marketing and sales efforts to Public Agencies will demonstrate that the Master Agreement is our primary offering and not just one of our contract options.
- Safeware-Mallory agrees that our entire sales force shall present the Master Agreement when marketing Products or Services to Public Agencies.
- Safeware-Mallory agrees to advise all existing Public Agency customers as to the pricing and other value offered through the Master agreement.
- Upon authorization by a Public Agency, Safeware-Mallory agrees to transition customer to the pricing, terms, and conditions of the Master Agreement.
- Safeware-Mallory commits that the U.S. Communities program and the Master Agreement will receive the highest level of support from senior management and subordinates.
- Safeware-Mallory asserts that the following contacts have been assigned to support the contract (see National Staffing Plan, section 5.5):
    - **National Accounts Manager** - senior management level personnel with the authority and responsibility to ensure that these Commitments are maintained at all times.
    - **Lead Referral Manager** - responsible for both receiving communications from U.S. Communities concerning new Participating Public Agency registrations as well as for ensuring timely follow-up by staff to requests for contact from Participating Public Agencies.
    - **IT Lead** – responsible for updating and supporting current supplier-based internet web page dedicated to Safeware-Mallory's U.S. Communities program and linked to U.S. Communities' website
- Safeware-Mallory's senior management team, led by Edward Simons, President of Safeware, and Shawn Murray, Chief Operating Officer of Mallory, fully supports and endorses our commitments to the U.S. Communities program and its requirements ensuring long term participation as our primary Public Agency contract vehicle.
- In states where we have an existing Contract for Products and Services, Safeware-Mallory agrees to notify the state of the Master Agreement and will make all efforts to transition the state to U.S. Communities program. Regardless of the state's decision to transition to the

Master Agreement, Safeware-Mallory will continue to primarily offer the Master Agreement to all Public Agencies located within that state.

B. PRICING COMMITMENT

- Safeware-Mallory commits that the pricing offered under the Master Agreement is the lowest overall available pricing on Products and services offered to Public Agencies.
- Contracts Offering Lower Prices – In the case that a pre-existing contract provides one or more Public Agency a lower price than offered under the Master Agreement, Safeware-Mallory agrees to match the lower pricing and inform eligible Public Agencies that the lower pricing is available under the Master Agreement. If the Public Agency requests to be transitioned to the Master Agreement, Safeware-Mallory shall comply and report all future purchases under the U.S. Communities Contract. Examples of these obligations include state contracts, regional cooperative contracts, and contracts with individual Public Agencies.
- Deviating Buying Patterns – Safeware-Mallory understands that we may occasionally encounter a Public Agency with a buying pattern or terms and conditions that considerably deviate from the normal Public Agency patterns causing pricing under the Master Agreement to be higher than an alternative contract held by Safeware-Mallory. In the event of such a situation, Safeware-Mallory will evaluate the unique circumstances to determine if pricing under the contract can be reduced for items that are causing the deviation for that Public Agency.
- Supplier's Options in Responding to a Third Party Procurement Solicitation – Safeware-Mallory understands that Public Agencies may issue their own solicitations, despite it being the objective of U.S. Communities to encourage piggybacking onto the Master Agreement. In the event of such solicitations, Safeware-Mallory recognizes the five available options and will determine on a case-by-case basis which option is best for the U.S. Communities, the Public Agency, and Safeware-Mallory. We recognize the following five available options:
    - We may opt not to respond to the procurement solicitation or make the Master Agreement available to the Public Agency as a comparison.
    - We may respond with the pricing, terms, and conditions of the Master Agreement. If awarded the contract, the sales would be reported as sales under the Master Agreement.
    - If competitive conditions require pricing lower than the standard Master Agreement pricing, Safeware-Mallory may submit lower pricing through the Master Agreement. If awarded, we would report sales as sales under the Master Agreement but would not be required to extend the lower price to other Public Agencies.
    - We may respond to the solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded, we acknowledge that we are still bound by all obligations set forth in Section 3.3 of the Master Agreement including the requirement to advise the awarding Public Agency of the pricing, terms, and conditions of the Master Agreement.

- We may respond to the solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Safeware-Mallory may offer the pricing under the Master Agreement as an alternative for consideration.

C. ECONOMY COMMITMENT

Safeware-Mallory understands the benefits of the Master Agreement over alternative options such as competitive solicitation pricing, and agrees to demonstrate these benefits and as well as continue to proactively offer the terms and pricing of the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate proposals and solicitations.

D. SALES COMMITMENT

The Safeware-Mallory sales force will be properly trained, engaged, and committed to marketing the Master Agreement as Safeware-Mallory's primary offering to Public Agencies. Compensation for the sales force shall be greater to or equal to their current compensation earned through other Public Agency contracts.

- Supplier Sales – Safeware-Mallory acknowledges responsibility for proactive sales of products and services to qualifying agencies and agrees to timely follow-up on sales leads from U.S. Communities. The program will be marketed aggressively though several approaches including but not limited to targeted advertising, direct mail, and online marketing. We will continue utilizing current methods with a proven track record of success. Regardless of the method of marketing, Safeware-Mallory agrees to include the U.S. Communities logo and agrees to employ its use per the standards defined in this agreement. Though U.S. Communities already has access to logos for Safeware, Mallory, and Safeware-Mallory and standards of use, any new logo or standards shall be provided to U.S. Communities upon award of this new contract and Safeware-Mallory grants U.S. Communities the use of our logos in accordance with our standards and requirements. Safeware-Mallory agrees to convey the following key points concerning the Master Agreement with all sales initiatives and marketing: i) that it was competitively solicited by Fairfax County, ii) it provides Safeware-Mallory's best overall pricing and value to eligible agencies, iii) there is no cost to participating Public Agencies, and iv) it is a non-exclusive Contract.
- Branding and Logo Compliance – Safeware-Mallory agrees to comply with all U.S. Communities branding and logo standards and guidelines. Marketing material designed for U.S. Communities will be submitted for review and approval prior to distribution.
- Sales Force Training – Safeware-Mallory assumes responsibility for training our entire sales staff on the Master Agreement and U.S. Communities program. We are aware of and will utilize U.S. Communities for training on a national, regional, or local level when necessary.
- Participating Public Agency Access – In order to facilitate customer access and communication, Safeware-Mallory will update the current U.S. Communities website with

the new contract information upon award. The website, which is accessible from a link on our homepage, www.safewaremallory.com, at minimum shall include the following: Logos for U.S. Communities and the Founding Co-Sponsor, Copy or original procurement solicitation, copy of Master Agreement and amendments, Summary of products and services pricing, link to U.S. Communities registration and instructions, and Safeware-Mallory marketing material. Safeware-Mallory will also continue to use and promote our dedicated toll-free hotline for U.S. Communities inquires and as well as our email address: uscommunities@safewaremallory.com.

- Electronic Registration – Safeware-Mallory will verify that each Public Agency has completed the U.S. Communities online registration process prior to processing their first sales order.
- Supplier's Performance Review – Safeware-Mallory gladly agrees to participate in regular performance review meetings with U.S. Communities to evaluate our performance and discuss areas for improvement.
- Supplier Content – Safeware-Mallory agrees to provide U.S. Communities with Supplier Content (graphics, media, etc.) for use on U.S. Communities websites and for general marketing purposes. Safeware-Mallory grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferable license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Safeware-Mallory warrants that it either owns or holds the rights to such material and confirms that the use of such content will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party.

4.2 USC ADMINISTRATION AGREEMENT

See Attachment A for copy of Administration Agreement that is executed unaltered and signed.

4.3 SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION

Please see worksheet on next page

SUPPLIER QUALIFICATIONS

SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION

Suppliers are required to meet specific qualifications for national program consideration. Please respond in the spaces provided after each qualification statement below:

A. Will pricing for all Products/Services offered be the most competitive pricing offered by your organization to Participating Public Agencies nationally?
YES ✓ NO ____

B. Does your company have the ability to provide products and services to any Participating Public Agency in all 50 states?
YES ✓ *NO ____
(*If no, identify the states where you do not have the ability to provide products and services to Participating Public Agencies.)

C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 U.S. states?
YES ✓ *NO ____
(*If no, identify the states where you have the ability to call on Participating Public Agencies.)

D. Check which applies for your company sales last year in the United States:
____ Sales between $0 and $25,000,000
____ Sales between $25,000,001 and $50,000,000
✓ Sales between $50,000,001 and $100,000,000
____ Sales greater than $100,000,001

E. Will your company assign a dedicated National Account Manager to support the resulting U.S. Communities contract?
YES ✓ NO ____

F. Does your company maintain records of your Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?
YES ✓ NO ____

G. Will your company commit to the following implementation schedule?
YES ✓ NO ____

H. Will the U.S. Communities contract be your lead public offering to Participating Public Agencies?
YES ✓ NO ____

Submitted by:
KARLA A HYATT
(Printed Name)

Karla A Hyatt
(Signature)

DIRECTOR OF GOV'T CONTRACTS
(Title)

3-8-18
(Date)

5.0SUPPLIER INFORMATION

5.1 NATIONAL COMMITMENTS

1. UNDERSTANDING OF SUPPLIER COMMITMENTS

Safeware and Mallory both agree with all of the corporate commitments as are represented in the detailed acceptance contained in section 4.1 of this proposal and further acknowledge our acceptance of such in signing of the Administration Agreement. We understand that these terms are to be well understood and carried out at every level of the company.

CORPORATE COMMITMENT

We agree to all terms and conditions of the Master Agreement and pledge that it will be our primary offering to all eligible agencies at all time. All of our marketing material will promote the contract, and our entire sales force will present it as our primary offering not simply an option. We will always advise eligible agencies of the contract and its benefits such as low pre-competed prices, ease of use, etc. We will make every effort to transfer customers to use of the contract, even in instances where we have an existing contract with a state or other entity. We will transfer eligible customers to the contract and all associate accounts will be updated within our system so as to properly report sales. This program will receive the highest level of support the entire company, led by senior management of both Safeware and Mallory. We have assigned specific U.S. Communities contract roles to several people in the company, which can be found in the National Staffing Plan section.

PRICING COMMITMENT

Safeware-Mallory commits that the pricing offered under the Master Agreement, as presented in this cost proposal, is the lowest overall available pricing on products and services offered to Public Agencies, which include all state and local government, school districts, non-profits, etc. If we have any existing contracts that offer lower pricing to specific agencies, we will lower the pricing on this contract to match the best pricing offered.

ECONOMY COMMITMENT

Safeware-Mallory understands the benefits of utilizing the U.S. Communities Master Agreement over alternative options such as competitive solicitation pricing, and we agree to demonstrate these benefits to all of our eligible customers. We will promote use of this contract as an efficient choice which will save customers time and money that alternative proposals and solicitations may accrue.

SALES COMMITMENT

We understand the need for a well-prepared sales force and commit to providing them with proper training and making effort to ensure they are engaged and committed to marketing the Master Agreement as Safeware-Mallory's primary offering to Public Agencies.

5.2 COMPANY

1. SALES FORCE LOCATION

Safeware and Mallory employ a total of 81 Territory Representatives responsible for direct customer contact and support. These following locations designate the assigned office locations of the reps but are not indicative of their territories as many of them travel to multiple regions.

NUMBER OF SALES REPRESENTATIVES	CITY	STATE
1	Phoenix	AZ
1	Brawley	CA
5	Fremont	CA
4	Los Angeles	CA
1	Sacramento	CA
1	San Bernardino	CA
3	San Diego	CA
3	San Francisco	CA
1	Denver	CO
1	New Haven	CT
1	Jupiter	FL
1	Orlando	FL
1	Gainesville	GA
2	Chicago	IL
2	Columbia	MD
7	Lanham	MD
1	Raleigh	NC
2	Las Vegas	NV
2	Reno	NV
1	Albany	OR
2	Eugene	OR
1	Medford	OR
18	Portland	OR
2	Salem	OR
1	Philadelphia	PA
1	Anderson	SC
1	Katy	TX
1	Strasburg	VA
2	Bellingham	WA
1	Longview	WA
7	Seattle	WA

1	Spokane	WA
1	Yakima	WA
1	Milwaukee	WI
Total: 81		

2. SALES FORCE MARKETING

Safeware-Mallory employs a sales team of 81 professionals serving all 50 states each of whom can provide assistance to customers in the scope of this RFP by way of working with all levels of the purchasing process. Every one of our team members are experts in the field, working directly with end users to demonstrate product, communicating with decision makers, and ultimately with purchasing to ensure seamless procurement. Our sales team is well equipped to market the contract to all types of Public Agencies across the country. From the large agency to the smallest, we take the time to understand the individual challenges each face.

NOW

Safeware-Mallory outside sales representatives are assigned to specific territories based on their location and knowledge. The size of their territory is also determined on size and density of the market they are serving. They are responsible for direct communications with procurement, decision makers, and end users for the development of both existing and new customers. New customers can be found by a number of proven methods.

Our sales team is experienced and uses their extensive product knowledge to gain access to end users. The first responder community demands that the salesperson who calls on them know the challenges they face out in the field and that only comes with experience and product knowledge. They are adept at leveraging known contacts to find opportunities within an existing agency by getting leads and finding the appropriate decision makers. Developing new agency customers may be accomplished using multiple methods including marketing, trade shows, word of mouth, and cold calling. Safeware-Mallory has created a multi-level marketing strategy utilizing expanded printed material, comprehensive website and social media, and presentation at tradeshows. We also work closely with U.S. Communities attending summits, providing content for periodic website topics and joint calls with program managers.

PRODUCT KNOWLEDGE

All of Safeware's sales representatives are trained to provide product support in the key aspects of public safety. Our reps understand the products we sell and make it a top priority to understand the needs of our end users. Because we carry multiple lines of similar product, our reps demonstrate the merits of each, helping the customer to find the right product to meet their application needs and budget. In addition to simply providing product, Safeware-Malloy field representatives provide added value support to our customers with services to support the product purchases such as seminars on current issues in public safety, respiratory fit testing and fit test training, confined space training, product fitting, and site safety surveys. We are trusted product experts who not only provide products but we provide the knowledge to use them safely.

TRAINING

Safeware sales representatives receive a minimum of a one hour each week of new product training and an additional 2-5 days of offsite training throughout the year in order to remain current on the latest products offered by our manufacturers. Each week, a different vendor is invited to present to the group during a dedicated weekly training hour ensuring our reps are familiarized to a wide variety of lines across our offering. The focus of these training sessions is to support sales of products and services in the following categories:

-
- Police
  - SWAT
  - Patrol
  - Bomb
  - Traffic
  - Drug Enforcement
  - Crime Scene
  - Dive/Recovery
  - Search and Rescue
  - Canine
- Fire
  - Structural Firefighting
  - Hazmat response
  - Technical Rescue
  - USAR
  - Water Rescue
  - Apparatus small parts
- General Safety
- Emergency Management

TRADE SHOW ATTENDANCE

We know that sales depend not only on what you know, but who you know. We aim to get our product in front of the right people and trade shows are an efficient way to do this. Safeware and Mallory sales reps worked a combined total of over 100 trade shows in 2017. These trade shows represent contact with tens of thousands of current and potential customers in State and Local Government and demonstrate the unique versatility and geographical scope of the Safeware-Mallory sales team. Each of these shows is a showcase of the benefits of cooperative purchasing through U.S. Communities, along with strong subject matter expertise in the core vertical user markets. Safeware and Mallory also attend U.S. Community summits around the country in support of the contract.

Safeware 2017 Trade Shows	Date	Industry	Show Type
CSOC	11-Jan	LE	Safety
Fire Rescue East	19-Jan	Fire	Fire
KCMTOA	7-Feb	LE	Police
VA Fire & Rescue Conference	24-Feb	Fire	Fire
SMAFC	1-Mar	Fire	Fire
Future of the Profession Event	3-Mar	IND	Safety
CAGP Conference	7-Mar	Gov't	Purchasing
Police Product Expo	7-Mar	LE	Police
Western States Sheriff's Assoc.	7-Mar	LE	Police
AIHA Carolinas Spring Conference	9-Mar	IND	Safety
ILEAS	12-Mar	LE	Police
VAGP Spring Conference	23-Mar	Gov't	Purchasing

PA Tactical Conference	28-Mar	LE	Police
IAPPO	6-Apr	Gov't	Purchasing
Chesapeake AIHA	6-Apr	IND	Safety
Delaware Hazmat Training Workshop	7-Apr	LE	Fire
SOTA Tactical Training Conference	10-Apr	LE	Police
USC Summit - Miramar, FL	12-Apr	Gov't	Purchasing
USC Summit - Denver, CO	14-Apr	Gov't	Purchasing
SE FL NIGP Reverse Trade Show	20-Apr	Gov't	Purchasing
TTPOA SWAT Conference	20-Apr	LE	Police
GA Fire Chiefs Conference	23-Apr	Fire	Fire
ME Partners in Emergency Preparedness	25-Apr	Fire	Fire
MACSC	25-Apr	IND	Safety
GPAG Conference	26-Apr	Gov't	Purchasing
MPPOA Reverse Trade Fair	27-Apr	Gov't	Purchasing
MASSSBUYS Expo	27-Apr	Gov't	Purchasing
FL Gulf Coast NIGP RTS	28-Apr	Gov't	Purchasing
ISOA Conference	1-May	LE	Police
Mock Prison Riot	2-May	LE	Police
NY GovBuy	3-May	Gov't	Purchasing
GA AIHA Vendor Day	4-May	IND	Safety
Great Lakes Homeland Security Conference	9-May	LE	Police
USC Summit - Rochester, NY	11-May	Gov't	Purchasing
TX Emergency Management Conference	16-May	EMG	Fire
Mullane Health and Safety Symposium	18-May	Fire	Safety
USC Summit - Waunakee, WI	23-May	Gov't	Purchasing
LECC	24-May	LE	Police
FAPPO	25-May	Gov't	Purchasing
VA Public Health & Healthcare Preparedness	31-May	IND	Safety
FAHN Conference	5-Jun	LE	Safety
OTOA	6-Jun	LE	Police
National Homeland Security Conference	6-Jun	LE	Police
IAFC	16-Jun	Fire	Fire
Missouri Valley Division of IAFC	29-Jun	Fire	Fire
DC Water Safety Day	30-Jun	IND	Safety
S & P North Atlantic Regional Conference	10-Jul	LE	Safety
USC Summit - Providence, RI	12-Jul	Gov't	Purchasing
Regional Response Summit	20-Jul	EMG	Fire
GA Fire Investigator's Conference	25-Jul	Fire	Fire
SAFRE	27-Jul	Fire	Fire
TN Safety & Health Conference	31-Jul	IND	Safety
TN Assoc. of Chiefs of Police Conference	2-Aug	LE	Police

CT SWAT Challenge	22-Aug	LE	Police
GA Fire Service Conference	24-Aug	Fire	Fire
NIGP	27-Aug	Gov't	Purchasing
KY Tactical Conference	27-Aug	LE	Police
AL Governor's Safety & Health Conference	28-Aug	IND	Safety
TacOps East	6-Sep	LE	Police
GA Safety, Health & Environmental Conference	6-Sep	IND	Safety
WAPP Vendor Expo & Conference	7-Sep	Gov't	Purchasing
VA Hazmat	13-Sep	Fire	Fire
MAHMT Conference	20-Sep	Fire	Fire
AL AIHA Fall Conference	22-Sep	IND	Police
NTOA	24-Sep	LE	Purchasing
WV Narcotics Officers' Assoc.	25-Sep	LE	Police
AIHA Carolinas Fall Conference	28-Sep	IND	Safety
MEMA	2-Oct	Fire	Fire
AL Tactical Officers Conference	16-Oct	LE	Police
IA Homeland Security Conference	16-Oct	EMG	Police
VOSH Conference	18-Oct	IND	Safety
DE Public Purchasing Assoc NIGP Area II Conference	19-Oct	Gov't	Purchasing
Hotzone Conference	20-Oct	Fire	Fire
Southeast Mine Safety & Health Conference	1-Nov	IND	Safety
OH Hazmat	3-Nov	Fire	Fire
CLIA	13-Nov	LE	Police
SCAGPO Trade Show	15-Nov	Gov't	Purchasing
NJAC Summit	8-Dec	Gov't	Purchasing

Mallory 2017 Shows	Industry	Show Type
CATO - California Association of Tactical Officers	LE	Law Enforcement & Homeland Security
ATOA - Arizona Tactical Officers Association	LE	Law Enforcement & Homeland Security
NTOA - National Tactical Officers Association	LE	Law Enforcement & Homeland Security
Cops West	LE	Law Enforcement & Homeland Security
IACP - International Association of Chiefs of Police	LE	Law Enforcement & Homeland Security
Urban Shield - Bay Area Joint Scenario Exercises	LE	Law Enforcement & Homeland Security
SHOT Show	LE	Law Enforcement & Homeland Security
Sheriff's Show - Washington State	LE	Law Enforcement & Homeland Security
Sheriff's Show - New Mexico	LE	Law Enforcement & Homeland Security
Sheriff's Show - Utah	LE	Law Enforcement & Homeland Security
SWAT Show - Las Vegas	LE	Law Enforcement & Homeland Security
UASI Homeland Security Conference	LE	Law Enforcement & Homeland Security
ASIS - Security and Surveillance	LE	Law Enforcement & Homeland Security
UASI Homeland Security Conference	EMG	Emergency Preparedness
NIGP - National Government Purchasers	Gov't	Purchasing

OPPE - Oregon Purchasing show	Gov't	Purchasing
CAPPO - California Association of Public Purchasing Officers	Gov't	Purchasing
League of California Cities	Gov't	Purchasing
US Communities Supplier Shows - Regional	Gov't	Purchasing
US Communities Annual Conference - La Jolla, CA	Gov't	Purchasing
Fire World Expo	Fire	Fire/Urban Search and Rescue/Hazmat
Urban Shield	Fire	Fire/Urban Search and Rescue/Hazmat
ASSE	EMG	Safety
National Safety Convention	EMG	Safety

FUTURE PLANS

Our growth in the state and local market is formulaic—we will continue to penetrate the market through the following strategy:

- **GOVERNMENT PURCHASING**

Each year, Safeware sales representatives attend conferences across the country of local NIGP (National Institute of Government Purchasing) chapters, purchasing summits and national procurement conferences to meet with government officials and make them aware of the benefits of cooperative purchasing and the U.S. Communities contract. From these meetings, Safeware meets with purchasing departments across the country to explain the contract and its benefits and support contract engagement. The next contract period will mark a milestone of contract engagement where Safeware will build on its strong support and continue to take the message to more government agencies.

- **END USER ADOPTION**

Safeware adopts a “boots on the ground” approach to end user engagement. Our sales team is in front of fire, police and safety end user customers each week across the 38 states that we serve.

- **WORD OF MOUTH**

When Safeware-Mallory first adopted this contract 6 ½ years ago, maybe a handful of Public Agencies had even heard of us. How have we grown so much and so fast? Our entire company is united behind the U.S. Communities contract and our dedicated sales team focuses on the message of cooperative purchasing while supporting end user needs. We are routinely challenged with the impossible and we go out of our way to take care of our customers. This passion for excellence has resulted in numerous referrals and our satisfied customers are often some of our greatest spokespeople.

GROWTH

Safeware-Mallory has a plan for future growth and expansion of U.S. Communities by supporting high density population areas as well as by making a touch to more rural customers. In 2016, Safeware began to shift resources to more populated areas. Currently, we have two sales representatives covering Florida and one in Texas but we expect to have several representatives in each state in the coming years. We plan to expand our team into the Gulf States and the heartland in the next few years as well. In general, we pair salespeople with population rather than geography but we plan to resource the contract with touch to more rural customers as well. We have been so warmly welcomed in rural area when we make the calls but it has not been a focus until now. Our plan is to combine phone sales with field reps in these areas to insure penetration in the market. Safeware-Mallory also continues to expand

marketing efforts to support our sales efforts through our comprehensive websites, social media, print material and email marketing.

As previously mentioned, Safeware sales representatives undergo rigorous training on the products and services we provide. Our sales team represents a talented and trained group of professionals, equipped to take the contract into the public sector. We have relationships in place all over the country with state and local procurement officials and end users. We understand our customers, their requirements, and their restrictions. We are well versed in government purchasing, grants, and procurement standards making us easy to work with.

3. SALES FORCE EDUCATION

As a current USC contract holder, the Safeware-Mallory salesforce is well versed in promoting the USC Master Agreement. We will however continue to ensure company-wide adherence to the Master Agreement through various methods of ongoing training for both current and new members of the sales team. Following the award, we will schedule meetings with the entire sales group to review the new contract standards and Master Agreement. Direct training will be used in conjunction with supporting documents including sales strategies and plans for each sales territory. Ongoing training is, and will continue to be held in regional sales meetings to refine best practices. All sales force activities will be monitored and evaluated to ensure aggressive marketing of the U.S. Communities Program.

On top of our plan to continue education of the outside sales force, we also plan to periodically review USC best practices and compliance with our inside customer service representatives. Already, new CSRs receive USC Contract training up initial hire, and printed material is distributed for individual review. Our goal is to educate our entire team, across all departments, on the program merits and compliancy so that everyone has the understanding and competence to not only talk confidently about the program with customers, but to perform their individual job functions in a manner supportive of the contract. We will also continue to update and educate our suppliers on U.S. Communities to ensure their familiarity as well as support.

4. ANNUAL SALES

Aggregated for both Safeware and Mallory

SUPPLIER ANNUAL SALES IN THE UNITED STATES			
Segment	**2014**	**2015 Sales**	**2016 Sales**
Cities	$ 18,448,423	$ 14,661,177	$ 17,949,303
Counties	$ 20,132,889	$ 26,941,989	$ 22,513,270
K-12 (Public/Private)	$ 141,094	$ 27,128	$ 19,274
Higher Education (Public/Private)	$ 236,946	$ 194,735	$ 382,677
States	$ 7,053,318	$ 4,630,570	$ 5,904,785
Other public Sector and Nonprofits	$ 2,226,826	$ 1,378,093	$ 1,263,550
Federal	$ 16,462,834	$ 17,190,573	$ 20,279,324
Private Sector	$ 80,761,507	$ 88,926,403	$ 96,257,238
Total Supplier Sales	$ 145,463,836	$ 153,950,668	$ 164,569,420

**Note some sectors may be over or understated due to current classifications. For example, cities and counties are not completed segregated unless listed in our system as registered USC customers in which case the appropriate Agency Type ID as found in Exhibit B of the RFP has been assigned.*

5. ANNUAL SALES FOR SCOPE

Aggregated for both Safeware and Mallory

SUPPLIER ANNUAL SCOPE SALES IN THE UNITED STATES			
Segment	**2014 Sales**	**2015 Sales**	**2016 Sales**
Cities	$ 19,132,583	$ 14,661,177	$ 17,949,303
Counties	$ 20,905,766	$ 26,941,989	$ 22,513,270
K-12 (Public/Private)	$ 98,812	$ 27,128	$ 19,274
Higher Education (Public/Private)	$ 151,199	$ 194,735	$ 382,677
States	$ 7,073,600	$ 4,630,570	$ 5,904,785
Other public Sector and Nonprofits	$ 1,975,118	$ 1,378,093	$ 1,263,550
Federal	$ 17,129,664	$ 17,190,573	$ 20,279,324
Private Sector	$ 74,905,116	$ 82,522,846	$ 90,495,767
Total Supplier Sales	$ 141,371,858	$ 147,547,111	$ 158,807,949

6. Public Agency Customers

1. Philadelphia Fire Department
Cpt. Christopher Mitchell
PFD Equipment Officer
215-686-1351
christopher.mitchell@phila.gov

2. Fairfax County Police
Michael Estelle
Buyer II, Financial Resources Division
703-246-7582
michael.estelle@fairfaxcounty.gov

3. MD Dept Public Safety & Corrections
Debbie Pecora, CPPB
Program Manager, Procurement Services
410-339-5836
debbie.pecora1@maryland.gov

4. DC Metro Police Dept
Sgt. Anthony Alioto
Sgt. of Domestic Security Operations
202-727-9357
Anthony.Alioto@dc.gov

5. Pennsylvania Emergency Management Agency
Stephanie Fisher
Purchasing Agent Bureau of Budget
717-651-2189
stefisher@pa.gov

6. Washington Metropolitan Area Transit Authority
Richard Owens
Procurement Officer
202-962-1412
rowens@wmata.com

7. Houston Police Dept
Desiree Heath
Division Manger/Strategic Procurement
832-393-8742
Desiree.heath@houstontx.gov

8. City of San Diego
Jose Luis Romo
Purchasing/Contracts (Grants/Seized Assets)
619-533-6793
jromo@pd.sandiego.gov

9. County of San Diego Sheriff's
Sue Dickinson
Quality Assurance Specialist
619-285-6410
Susan.dickinson@sdcounty.ca.gov

10. Santa Clara County-Sheriff
Judy Hou
Buyer, Institutional Contracting
408-491-7438
Judy.Hou@prc.sccgov.org

7. Other Cooperative Purchasing Programs

Safeware-Mallory is exclusive to U.S. Communities in regards to cooperative purchasing programs, other than state contracts and our Federal GSA contract. Safeware was an original awardee of the New York State HIRE contract and has been awarded the contract through two re-competes. When the contract was awarded in 2015, the affiliation with NASPO was disbanded and although there is language indicating a potential possibility of cooperative purchases, Safeware has had no sales to any agency outside of the State of New York in the three years since the contract was awarded, nor do we have any agreements in place with any Public Agency outside of the State of New York to do so.

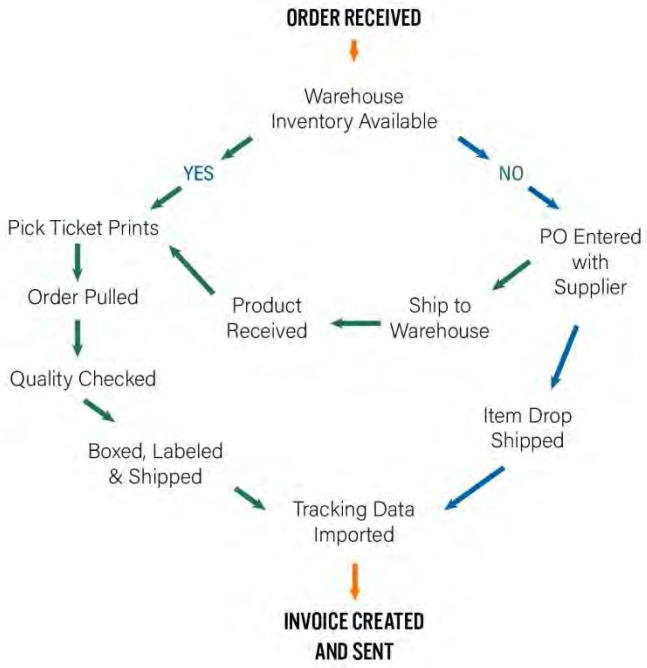
5.3 ORDER PROCESSING AND DISTRIBUTION

1. ORDERING PROCESS

Normal order processing procedures begin most often with a request for quote submitted either as a request on our website, emailed directly to a customer service representative, or via phone call. Existing customers will typically reach out directly to the customer service representative assigned to their account, or to their sales rep for larger, more complicated requests. Quotes are entered into our system by a CSR and are typically returned to the customer within 24 hours of the initial request.

The customer reviews the quote, communicating any necessary alterations, and once sure that their requirements are satisfied, replies with a Purchase Order, credit card number, or other authorization to order. The quote is then seamlessly converted to an order within our processing system, Prophet 21, and our staff verifies the details and then executes the order which either automatically allocates items in our warehouse stock or prompts a subsequent order directly to the manufacturer confirming the necessary ship dates and other requirements. Once the order has been placed, an order acknowledgement is sent to the point of contact that placed the order. Safeware staff will continually monitor status from the manufacturer to ensure the items meet or exceed delivery requirements. All order activity is monitored and controlled by our computer enterprise system. Any delays will be immediately brought to the attention of the customer.

The following diagram details the process once an order has been received through shipping and billing.



2. Order Formats

Safeware accepts orders via multiple formats such as email, telephone, ecommerce, fax and mail service. Customer orders can be placed directly on both company websites and transactions using EDI (850, 855, 856, 865, 810, 997 via ANSI X12) are also a capability. Our ecommerce and website capabilities will be detailed in a following section.

3. System

Both Safeware and Mallory utilize a single system platform which is an enterprise system called Prophet 21 by Epicor specifically designed for distribution. It is comprehensive and seamlessly integrates all aspects of the business process into one system for order processing, inventory management, shipping, purchasing, billing and accounting.

This system though built on current, well established software architecture, is mature and feature rich. This system is well suited to helping to keep performance standards and meeting delivery dates for both routine and urgent orders. Our warehouse automation system has full product traceability and automates much of the picking and shipping process ensuring accuracy and reducing the overall lead time.

4. Payment Terms

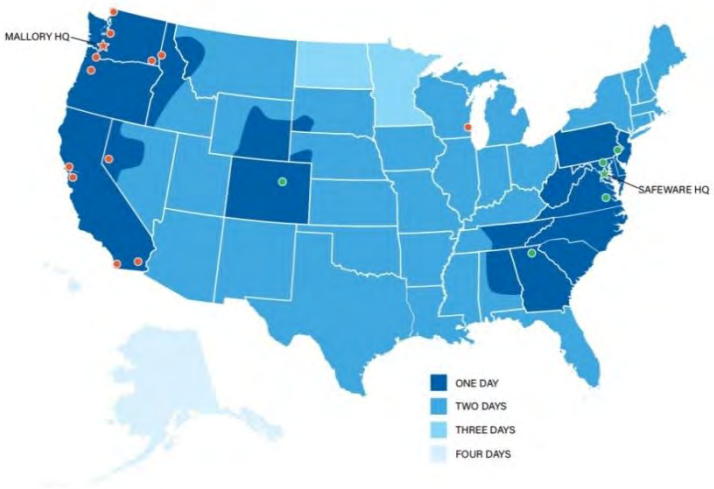
Safeware-Mallory's normal payment terms are Net 30. We do not offer any quick pay incentives at this time.

5. P-Card Ordering

Safeware-Mallory accepts p-cards and bank cards for all of our accepted formats of orders.

6. Nationwide Distribution

With 17 distribution facilities positioned around the country, Safeware-Mallory is well equipped to distribute products to public agencies nationwide. Our distribution facilities are positioned in such a way to offer prompt delivery to Public Agencies nationwide.



Public Agencies in the East fall within Safeware's sales territory so are primarily serviced by distribution centers on the East Coast and Colorado. Public Agencies in the West are under Mallory's jurisdiction and are serviced by their distribution network along the West Coast.

Utilizing major carriers, standard delivery times for stock items are generally 1-5 days from order to receipt. We match our carrier to provide the best service for the specific delivery requirement.

7. INVOLVED COMPANIES

Products sold by Safeware-Mallory are either sourced from our own distribution centers or when appropriate, directly from the manufacturer. No other 3rd party processing is anticipated, except from those companies involved in shipping. Safeware-Mallory utilizes the following carriers for actual shipping of products.

- UPS
- UPS Freight
- FedEx
- FedEx Freight
- FedEx Custom Critical
- DHL
- Pitt Ohio
- SAIA
- YRC
- Local LTL freight carriers

8. DISTRIBUTION FACILITIES

Safeware-Mallory has a combination of 18 locations. They are all sales locations, 17 are distribution and 17 are also technical service centers.

Company	Location	Size	Distribution	Service
Mallory	Fremont, CA	30,000	YES	YES
Mallory	Brawley, CA	5,000	YES	YES
Mallory	San Diego, CA	10,000	YES	YES
Safeware	Denver, CO	7,300	YES	YES
Safeware	Gainesville, GA	2,300	YES	YES
Mallory	Lewistion, ID	5,000	YES	YES
Safeware	Columbia, MD	33,800	YES	YES
Safeware	Lanham, MD	9,700	YES	NO
Mallory	Reno, NV	11,000	YES	YES
Mallory	Portland, OR	150,000	YES	YES
Mallory	Eugene, OR	14,000	YES	YES
Safeware	Philadelphia, PA	2,000	NO	YES
Safeware	Richmond, VA	1,200	YES	YES
Mallory	Bellingham, WA	7,000	YES	YES
Mallory	Seattle, WA	30,500	YES	YES
Mallory	Spokane, WA	5,000	YES	YES
Mallory	Longview, WA	32,000	YES	YES
Mallory	Waukesha, WI	15,000	YES	YES
	Total: 18	370,800	17	17

9. CUSTOMIZED REPORTS

Detailed reporting is a core capability enabling us to have processes to measure performance standards and metrics. Safeware-Mallory has the ability to offer customized reports detailing purchase history, procurement method or other focus categories depending on the needs of the requesting agency.

10. ECOMMERCE CAPABILITIES

Both Safeware and Mallory have websites with ecommerce capabilities. Any customer is able to register for an account on our respective websites which allows them to shop our extensive line of web items and add them directly to a shopping cart.

Ordering directly from our website is easy. Simply sign into the ecommerce portion of our website, or register for a new account, which can be completed within 1-business day. Under the shopping tab, customers can use links to browse item categories or search for a specific part number. Once the desired item is located, users simply click “Add to Cart” and the items are added to a Shopping Cart. Users have the option to continue shopping, or continue to checkout. The “Save Name Cart” feature allows a user to save a cart and return to it later. This feature is often used when building a cart for a specific PO that may take several days to complete. Simply save the card (and optionally give it a name), and the saved cart can be retrieved at a later date. Users love this feature as it means they can continually build a cart until they are ready to purchase, even if that requires multiple days. Users can also shop with multiple carts at once, allowing for quick orders to be placed while another cart is saved for a longer period of time.

The Checkout Wizard assists customers with a fast and easy checkout process starting by offering a selection of ship-to addresses already set up in our ERP system. Delivery method and billing information is selected, order is reviewed, and check out is completed. An order acknowledgment is immediately sent to the user upon checkout and another automated email sent upon item shipment with tracking information.

The My Account area of the site can be controlled per user to allow or disallow certain functionality. Controlled access for each web user gives visibility to statements, invoices, purchase history, etc. allowing us to meet each customer’s privacy needs. Upon placing and order, users will immediately receive an HTML formatted email containing their order details. Users can use this email to return to the site and check the status of their order.

There is also a feature for Multiple Account Access which allows a single username to have access to multiple account codes. Utilizing this technology, a single user, or purchasing agent, can access multiple customer accounts to place orders, view invoices, purchase history, pricing, etc. This feature is especially useful for Public Agency buyers who may purchase for multiple departments within their Agency, ex. a city Police Department, Fire Department, and Public Works.

A. PUNCH OUT SITES

Safeware currently has the ability to connect via punch out with several procurement applications such as SAP Ariba, Coupa, SciQuest, Eqallevel, Oracle, SAP, and CommBuys and are actively seeking out new partnerships. We are in the process of implementing a new solution called PunchOut2Go which will allow us to integrate with any procurement system. PunchOut2Go supports thousands of integration points around the globe on upwards of 70 different procurement platforms such as the ones we already

connect with, as well as PeopleSoft and many others. The estimated date of completion for this project is June 2018.

We are also able to utilize direct API's with procurement agencies via EDI and have the ability to adapt to each agency's unique needs utilizing all of the major programming languages such as XML, cXML, OCI, etc. Our current website developers have implemented each of these using their proprietary system.

B. INTEGRATION

Safeware has successfully integrated with multiple public agencies' purchasing systems through the following providers. These integrations are initially supported through our Marketing department and automatic order integration into our system is monitored by Anne Petrenko, one of our Vice Presidents. Past and current integrations include:

Agency	Start Date	Punchout Company	Yearly Sales				
			2017	2016	2015	2014	2013
City of Raleigh	January 2013	Sciquest	$ 56,063	$ 36,660	$ 23,574	$ 64,123	$ 80,819
Cook County	January 2013	Equallevel	$ 25,730	$ 3,463,031	$ 3,638,967	$ 4,777,726	$ 4,747,815
Commonweath of Mas	January 2014	Commbuys	$ 657,325	$ 812,831	$ 35,180	$ 28,599	
State of Virginia	January 2014	Ariba	$ 436,502	$ 553,026	$ 299,665		
City of El Paso	January 2015	Equallevel	$ 156,805	$ 3,248	$ 7,892		
Milwaukee County	January 2016	Sciquest	$ 102,832	$ 20,781			

11. ABILITY TO DO BUSINESS WITH MWBE COMPANIES

Safeware has a long history of added value distribution to realize the goals of our customers in the area of small business participation. We have current small business partners who are certified Minority Owned, Woman Owned, and Veteran Owned businesses with whom we work on a regular basis in order to meet customers' MWBE participation goals.

A. SENSITIVE TO MWBE NEEDS

The challenge for small business participation in a nationwide contract is that every municipality has their own certification process and there is a consistent bias towards small local businesses. For example, a certified vendor in Cleveland most likely is not a certified vendor in New York.

Our strategy is to establish regional distribution under the contract. Regional dealers could sell Safeware-Mallory contract items at the contracted price as authorized and listed dealers on the contract. This would enable large urban customers to meet their requirements for participation and still utilize the contract, which has so many benefits in terms of cost and time savings. We believe that the margin that we would sacrifice would be offset by the opportunity in these large target areas. Certified dealers would be added to the contract.

B. DETAILS

Safeware has relationships with several certified businesses including the following:

Snappy Solutions	Woman Owned
B3 Enterprises	8a/SDB, 8a/SBA
First Choice Supply	Minority Owned
Ideal Electric	Woman Owned, Minority, Small Business

5.4 MARKETING & SALES

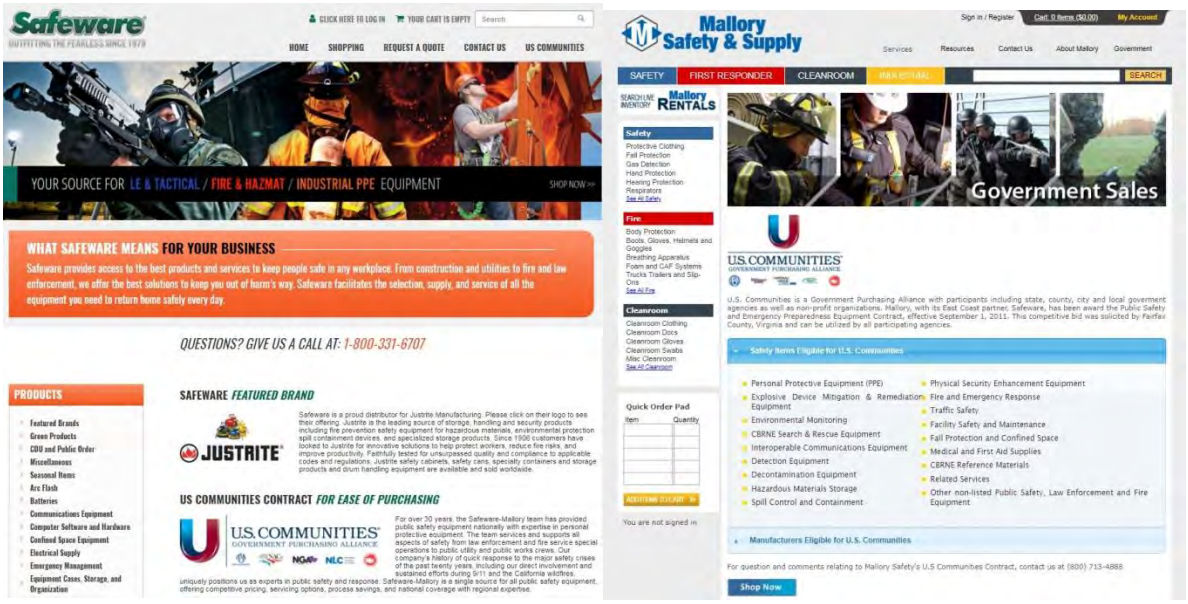
1. DETAILED SALES & MARKETING PLAN

As the current contract holder, Safeware-Mallory already has a solid framework for marketing our offering to eligible agencies nationwide. We currently utilize a combination of marketing efforts which include focus on our website, webinars, print material, emails, trade shows, and social media.

a. HOW WE MARKET

i. WEBSITES

Both Safeware and Mallory have dedicated U.S. Communities landing pages on their websites utilizing the U.S. Communities logo and promoting the ease of Purchasing that contract utilization allows. There is a Safeware-Mallory microsite where customers using the U.S. Communities website can easily access relevant contract information and be directed to the individual supplier sites. Customers are invited to create accounts on each respective page which allows them to access their pricing, review account history, and place orders with ease.



ii. WEBINARS

Webinars have proven to be a success for Safeware-Mallory by educating high level buyers on a particular market or public safety issue. By utilizing our knowledge as safety professionals to educate our customers, we build trust as a significant source of knowledge and the go to source for Public Safety items. Topics for past webinars include those on Emergency Preparedness, Effectiveness of Cooperative

Contracts, Outdoor Mass Communication, and LE Equipment for Civil Disturbances. Webinars are presented by Rick Bond, our VP of Sales and Marketing, and last about 30-45 minutes with a live Q&A with participants. Each session is recorded and posted to our page for public access.

iii. PRINT MATERIAL

All print material displays current USC contract information and the U.S. Communities logo. Everything from our linecards, catalogs, and business cards to tradeshow banners and give-away swag displays our contract number. See Appendix A for more examples of our marketing material.

iv. EMAIL

E-mail campaigns and content are run through a software program called HubSpot which allows us to easily send content such as new product offerings or seasonal sale items to all current and potential customers. The program allows us to analyze campaign data such as how many emails were sent as well as the open and clicked percentage. The emails all contain links to landing pages with more product information and often videos. Successful email blasts have included those on Fentanyl Detection, Confined Space Equipment, and Body Cameras. In addition, all employees display the U.S. Communities contract information in their email signature.

v. TRADE SHOWS

Trade Shows are an important part of our Marketing Strategy. Exhibiting at an average of 75 shows a year, our sales reps are constantly promoting the U.S. Communities contract to a wide array of customers in the Law Enforcement, Fire and Rescue, and Purchasing markets. Our booths are decorated with Safeware banners containing the USC logo and contract information, and all literature on the tables promotes the same.

vi. SOCIAL MEDIA

In order to promote our brand and connect with our customers in the ever changing age of technology, Safeware is active across multiple social media platforms such as Facebook, Twitter, LinkedIn, and YouTube. Our dedicated social media manager posts engaging content on at least one platform a day keeping customers updated on information such as the location of our reps at Trade Shows, showing off the newest gadgets to hit the market, or sharing an informative article.

We have also built an engaging YouTube channel that has been an extremely useful tool to share internally generated content on various campaigns including Body Cameras, Public Order, Inflatable Decontamination Shelters, Fire Protection, and more. Our videos allow our own knowledgeable staff and safety experts to demonstrate equipment for customers free of charge and are a great educational reference. Our channel 'About' page contains a brief description of our relationship with USC and the videos also contain a watermark with both the Safeware and USC logos.

b. MARKETING PLAN

The past seven years for Safeware has been all about growth with the contract. As can be expected with any new endeavor, our sales in the first year of the contract were not extraordinary but dedication to promoting the contract and persistence from our sales force caused our sales to exponentially increase every year of the contract. As our reps became more and more accustomed to selling the Master

Agreement, our sales increased and with that our ability to expand our marketing forces. Our Marketing Department alone has grown from one to five employees as the demands of our thriving business necessitated.

We also grow and adapt our strategies over time as the market continues to change. We created a new website in 2015 that gave customers the ability to shop online and 2018 will see the launch of an even newer website even better designed to serve our customers and employees. With the new site, we hope to increase online customer interactions, grow the number of online customer accounts, and ultimately, grow sales.

Social media is also a big part of the change we see in the industry today. One of the positions added to the Marketing team is dedicated to social media and increase of our brand awareness online. In addition to our new website, we will also be creating more blogs posts for our customers to learn about current trends in the industry and workplace as well as some of our most exciting products. Upcoming topics include *Municipal Firefighter Protective Equipment*, *Active Shooter Gear: The Ultimate Tactical Protective Equipment*, and *The Importance of Industrial Hygiene and Workers Health*.

Safeware-Mallory continues to promote our current contract by following all U.S. Communities required initiatives such as placing USC content in our email signatures, in our catalogs, on every flyer, and at every trade show we attend. With the new contract, we will continue to maintain open communication with USC Marketing though quarterly calls and ad hoc meetings to discuss new strategies for increasing traffic and awareness of the contract.

Some examples of past campaigns we will refresh for the new contract are listed below. We have found these actions to be successful for creating interest and generating leads.

- Advertisements in trade magazines and programs distributed to targeted customers at industry trade shows calling out U.S. Communities contract and eligible items available for purchase
- Multi-annual participation with U.S. Communities marketing team on targeted electronic campaigns
- Yearly participation with U.S. Communities marketing team at annual NIGP conference promoting specific contract and overall vehicle
- Multiple marketing materials displaying USC logo and detailed information about the vehicle
- Participation with various end-users events, fundraisers, raffles etc. to further promote company's offering of USC contract
- Co-branded giveaways, swag etc. of USC and Mallory or Safeware at industry end-user and purchasing trade shows.
- U.S. Communities branded trade show booths, signage, catalogs, line cards.
- USC is the only government contract promoted in marketing materials

i. Targeted Marketing Campaigns

We have enjoyed tremendous success utilizing HubSpot and targeting marketing campaigns where specific databases of public customers are emailed and leads are generated. Generated leads are forwarded to the appropriate sales team member for follow up and customers are quoted where appropriate. Customers are directed to campaign specific landing pages where traffic can be measured. Successful campaigns in the past two years include those for Active Shooter, Public Order/Civil Disturbance, and Zika Virus.

ii. CRM

Our new CRM, Pipedrive, will integrate with Hubspot, so that we will have a seamless flow between contacts, leads and sales prices, flowing back for better data capture of the measurable successes of our campaigns. This, the new enhanced website, and other marketing strategies outlined herein will continue to augment our sales team in creating a full experience for current and prospective customers in regards to the contract offering.

iii. Specialized Content

Our specialization in both government purchasing and specific end user technical disciplines enables us to appeal, alternatively, to the Police, Sherriff, Rescue Captain, or Buyer, with content that resonates with their specific mission. We maintain these specific databases, and focus our campaigns on personal content specific to their role.

c. Sales Plan

Our sales plan includes a combination of engagement of suppliers, end users, and internally within our own company.

i. Supplier Engagement

- Scheduled national educational presentations (in-person and online) about U.S. Communities to major suppliers

- Joint calls to end-users & purchasing decision makers to introduce as well as reinforce the contract vehicle's benefits over other purchasing options

- Joint participation and coordinated manufacturer/distributor campaigns at industry trade shows, exclusive invite only regional and national law enforcement and fire demonstrations highlighting U.S. Communities contract vehicle purchasing resource

- Joint sales calls and presentations with individual manufacturers promoting contract and specific product and/or service to end-user and/or purchaser

ii. End-User Engagement

- Regional Mallory hosted Lunch and Learns targeting specific end-user channels and corresponding purchasers in an educational format about relevant products and services combined with US Communities presentation by national sales manager and sometimes in partnership with USC program managers

- In-person demonstrations of products and trial evaluation programs

- 24/7 emergency response to public agencies for products and services in case of natural disasters and other emergencies

iii. Internal Company Engagement

- Ongoing education about U.S. Communities to existing as well as newly hired employees in all roles including outside and inside sales, customer service and upper management as company expands.

- Ongoing joint sales calls with territory managers

- Ongoing education and support by dedicated U.S. Communities Customer Service Manager exclusively for USC of newly hired customer service representatives to maintain and adhere to existing contract's pricing and guidelines

- Product specific call campaigns by dedicated inside sales force specifically trained in core competencies related to contract offerings including Law Enforcement, Homeland security, Fire, USAR, Security, and General Safety.

- Monthly company-wide sales meeting to cover:

    - Reporting on sales benchmarks towards monthly and yearly goals
    - Progress on existing goals/projects
    - Identifying upcoming opportunities
    - Evaluating on-going strategies
    - Introduction and product knowledge about new products, technology, services and any changes regarding existing supplier portfolio.
    - Reinforcement of U.S. Communities contract sales strategies
    - Troubleshooting any buying obstacles.

iv. U.S. Communities Engagement

- Participate in targeted electronic campaigns by providing content and creating special promotions

- Bi-annual host sponsorship for regional U.S. Communities generated supplier summits and national trade shows

- U.S. Communities logoed sales and marketing materials

- Attendance at annual U.S. Communities Annual Conference

- Only government purchasing co-operative vehicle promoted

- Follow up on U.S. Communities generated leads and close deals
- 100% compliance on contract since 2011 with annual increases
- Maintained dedicated US Communities contract manager for full length of contract

2. Transition to Master Agreement

Safeware currently attributes over 50% of our gross sales to the U.S. Communities contract. We will not need to transition customers from other contracts as we have already gained a proficiency in helping customers to understand the benefits of U.S. Communities versus other contract options. The current Master Agreement from U.S. Communities is the primary contract offering for Safeware-Mallory and we will continue to lead every sales call to Public Agencies with the USC contract.

3. Sales Goals

Our goal with the contract is to reach the 100 million dollar mark in 5 years. We believe that our track record of success in the contract makes this a very attainable goal.

CONTRACT YEAR	TARGET DOLLAR VOLUME
One	$55,000,000
Two	$66,000,000
Three	$80,000,000

5.5 NATIONAL STAFFING PLAN

1. NEW SUPPLIER CHECKLIST

The time estimated for devotion to this checklist is merely an estimate. We will devote as much time as necessary to complete these tasks as implementation of this contract is our highest priority.

New Supplier Implementation Checklist	Target Completion After Award / Key Personnel Assigned	Est. Time Devoted
1. First Conference Call	**One Week**	20 hrs
Initial Kick Off Call to Discuss Expectations	Ed Simons	
Set Contract Launch Date & Outline Kick Off Plan	Shawn Murray	
Establish Initial Contact People & Roles/Responsibilities	Rick Bond	
Supplier Log-In Credentials Established	Allison Windsor	
Set Agency Webinar Dates	Karla Hyatt	
2. Executed Legal Documents	**One Week**	8 hrs
U.S. Communities Admin Agreement	Rick Bond	
Lead Public Agency Agreement Signed		
3. Program Contact Requirements	**One Week**	15 hrs
Supplier Contacts Communicated to U.S. Communities Staff	Karla Hyatt, Daric Simons	
Dedicated Email	√	
Dedicated Toll Free Number	√	
4. Second Conference Call	**One Week**	15 hrs
Establish Sales Training Webinar Dates	Ed Simons	
Complete Supplier Set Up From	Shawn Murray	
Complete User Account and User ID Form	Rick Bond	
Identify Dates for Senior Management Meeting	Allison Windsor	
Review Contract Commitments	Karla Hyatt	
5. Marketing Kick Off Call	**Two Weeks**	15 hrs
Overview of Marketing Requirements	All Above	
Establish Timeline for Marketing Deliverables	Daric Simons	
Set Weekly Marketing Call	Stephanie Sarbacher	
Discuss Agency Webinar Slides & Set Timeframe for Deliverables	Ben Gilbert	
6. Initial NAM & Staffing Training Meetings	**Three Weeks**	15 hrs
Discuss Expectations, Roles & Responsibilities	Rick Bond, Karla Hyatt, Allison Windsor	
Introduce and Review Web-based Tools	Daric Simons	
Review Process & Expectations of Lead Referral Contact with NAM & Identified LRC		
7. Senior Management Meeting	**Four Weeks**	20 hrs
Implementation Process Progress Report	Ed Simons, Rick Bond, Darryl Halterman	
U.S. Communities & Vendor Organizational Overview	Tommy Nairn, Karla Hyatt	

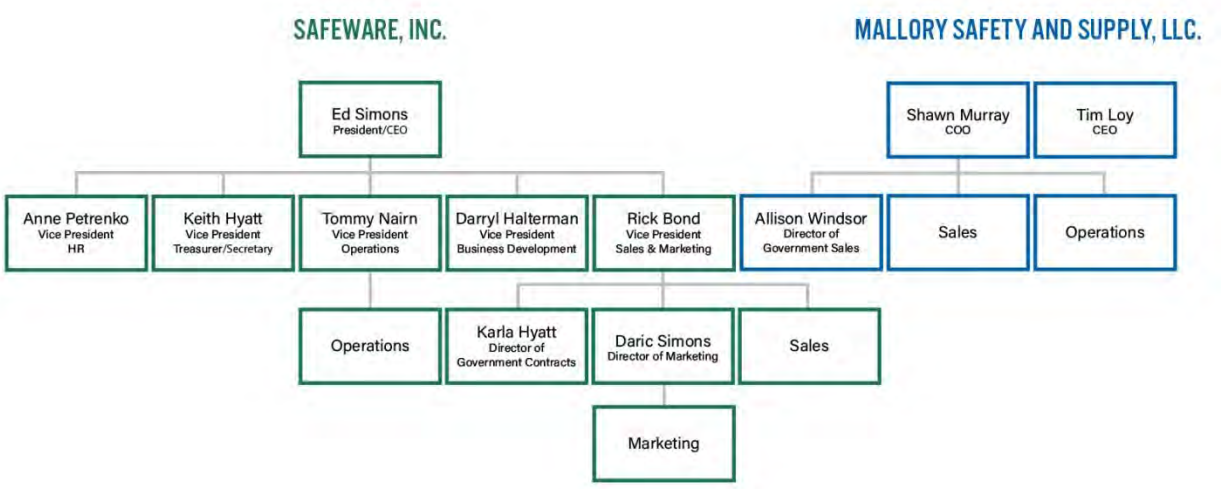
Supplier Manager to Review & Further Discuss Commitments	Shawn Murray, Allison Windsor	
8. Review Top Joint Target Opportunities	**Five Weeks**	20hrs
Top 10 Local Contracts	Rick Bond	
Review Top U.S. Communities PPA's	Allison Windsor	
9. Web Development	**Two/Five Weeks**	30 hrs
Initiate E-Commerce Conversation	Tommy Nairn	
Product Upload to U.S. Communities Site	Daric Simons	
10. Sales Training & Roll Out	Rick Bond & Allison Windsor	20 hrs
Program Manager Briefing - Coordinate with NAM	**Five Weeks**	
Initial Remote WebEx Training for All Sales - Coordinate with NAM	**Three Weeks**	
Initiate Contact with Advisory Board (AB) Members	**Six Weeks**	
Determine PM & Local Metro Teams Strategy Sessions	**Six Weeks**	
11. Marketing - see Marketing Deliverables Checklist as Reviewed With Marketing Contact	**Eight Weeks** Rick Bond, Allison Windsor, Daric Simons	20 hrs
12. Agency Webinars	**Post Launch -** Rick Bond & Allison Windsor	20 hrs

2. KEY PERSONNEL

Please note that we will allocate as much time as required to complete the necessary tasks. We are 100% committed to U.S. Communities contract management and our personnel will commit the necessary time to complete their tasks.

Role	Description of Role	Person Responsible	Time Commitment (%)
Executive Sponsor	Responsible for the corporate commitment. Works with Supplier Manager.	Rick Bond Allison Windsor	100
National Account Manager	Responsible for sales efforts and training of sales people across the country. Works daily with Program Managers and Supplier Manager.	Rick Bond Allison Windsor	100
Lead Referral Manager	Responsible for distributing leads generated through the USC website.	Stephanie Sarbacher	20
Marketing Lead	Responsible for all marketing efforts. Works with USC marketing regularly.	Daric Simons	25
IT Lead	Responsible for building USC landing page for supplier.	Ben Gilbert	25
Reporting Lead	Responsible for providing monthly reports to USC.	Karla Hyatt	5

3. ORGANIZATIONAL CHART



4. PERSONNEL BIOS

NATIONAL ACCOUNTS MANAGERS

Rick Bond, Safeware, Inc.
Vice President of Sales and Marketing

Rick Bond, Vice President of Sales and Marketing for Safeware will serve as our National Accounts Manager. Rick not only has many years of experience in the industry but has filled many roles over the years which contribute to his vast knowledge. Rick worked for Safeware for 13 years during which time he headed up the government sales division and served as Vice President of Operations. Upon leaving Safeware in 2005, he started his own manufacturer rep firm, Response Sales, and then moved on to work as a Government Account Manager working with customers on the U.S. Communities contract with the prior contract holder, Hagemeyer. Rick rejoined Safeware in 2011 as a Senior Territory Manger and most recently, was promoted to Vice President of Sales and Marketing.

Rick's return brought with him prior contract experience which he was able to use to help train the sales team, leading them by example before assuming his current role as VP. Rick currently works with Program Managers in 38 states in support of the U.S. Communities contract and also with U.S. Communities management personnel on key sales, marketing, and contract alignment issues.

Career Highlights:

- Oversaw the Safeware response to the 9/11 emergencies. Worked the command center and personally led the Safeware team as Incident Commander, sourced emergency products, chartered and supervised emergency deliveries, coordinated emergency logistics at emergency sites. Rick was directly responsible for the acquisition of necessary respiratory supplies, among other equipment, from every major manufacturer of respirators to ground zero in New York, and worked closely with the Mayor's office and DCAS. Rick also ran the EOC for the Pentagon emergency, assisting Arlington County, Fairfax County USAR, and other key federal contacts onsite at the Pentagon. Rick coordinated major DOJ purchases at the Pentagon with every large chemical protective apparel dealer in the US and the DOJ contracting office to insure a timely delivery of emergency goods. Oversaw Pentagon response that included the only delivery vehicle authorized at the emergency site.
- Ran command of the Safeware response to Hurricane Katrina, supporting responders in Louisiana and Mississippi. Established emergency logistical point in Columbus, MS where goods could be shipped for cross docking and established ground interface in the affected areas based on a fleet of vehicles that could be fueled in Columbus and return empty after delivery. Oversaw millions of dollars of emergency sales and logistics for State, Local, and Federal agencies.
- Rick has been working the U.S. Communities contract for Public Safety and Emergency Preparedness since 2009 and has served as National Account Manager since 2016.
- Presented to the National Governors Association Homeland Security Advisory Council in 2015, speaking to the benefits of the contract and cooperative purchasing for State Homeland Security Spending.
- Over 20 years of leadership experience

- Over 25 years of public safety and safety industry experience
- Has conducted nationwide webinars for U.S. Communities customers on various topics relevant to government procurement.
- Has personal government and public safety sales experience in almost every state in the continental US.

When the contract is awarded, Rick will provide support in energizing the sales team to carry the recompeted contract into the market, establishing bridges to key contract customers, announcing the new contract, and using the opportunity to provide focus on the Safeware contract with key public agencies, U.S. Communities marketing, USC Program Managers and Safeware sales, marketing and executive personnel.

Allison Windsor, Mallory Safety & Supply, LLC.
Director of Government Sales

Allison Windsor brings with her over 20 years of sales and marketing experience having formerly held the position of Executive Vice President for a sales and marketing agency. The agency specialized in fundraising for non-profit organizations raising over $10M for such clients as City of Hope, American Diabetes Association, and various agencies aiding abused children.

Allison's introduction to the safety industry was at SafetyMate in 2006 where she introduced an innovative first aid product and established a new product category to the industrial safety and juvenile channels. She then began work at the prior U.S. Communities contract holder Hagemeyer in 2009 where she was responsible for developing a new territory focused on government safety sales in Southern California. She was tasked exclusively with promoting the U.S. Communities co-operative purchasing contract so she bring many years of experience to the role of National Accounts Manager. Allison continues her work with U.S. Communities by currently overseeing the government sales division for Mallory Safety and Supply as Director of Government Sales. September 2018 will mark for her nine consecutive years exclusively selling and training on the U.S Communities contract.

In her spare time, Allison enjoys giving back to veteran organizations including Wounded Warriors, the USO, Purple Heart Legion, WWII veterans and other military and service related organizations by providing cheerful and morale boosting entertainment via her WWII big band act, The Satin Dollz, which she created in 2005.

FULL TIME USC ACCOUNT MANAGEMENT PERSONNEL

Because of their roles in the company, the following personnel will be considered responsible full-time for USC Account Management.

SAFEWARE

Peter Van Kirk, *Director of Government Security Solutions*
Peter's professional career has spanned over 30 years with his primary focus on the planning, design, and execution of complex IT, physical security, healthcare, and government security & process improvement projects. His government contract knowledge has empowered all parties (government stakeholders, partner community, and government procurement experts) to quickly reach contractual agreement while implementing a vast array of technologies. He is a past expert speaker at the annual

forum of the National Institute of Governmental Purchasing (NIGP), and has presented on contracting at the American Association of Port Authorities (AAPA-Information Technology Committee), ASIS regional seminars, and Airport Council International (ACI). Mr. Van Kirk has served on the State of Florida's CIO round table discussions and as a government contract expert, he has implemented many high visibility security projects such as security at Super Bowls, Major League Baseball's-All Star Games, Pan American Games, and some of the largest International Airports & Seaports. Many of the security projects implemented were "classified" while being performed under the U.S. Communities contract.

Peter is currently the Director of Government Security Solutions at Safeware, Inc. where he has spend the last five years spearheading Safeware's Physical Security division throughout the US and the Caribbean. He is also responsible for all contracting duties related to a multi-billion dollar program focused on automated vehicle insurance compliance. Prior to joining Safeware Inc., Peter held positions with Xerox Corp., GE Healthcare(Marquette Medical), and more recently he supported government IT integrators GTSI (aka Unicom) & Insight Public Sector. His contract approach focuses on multiple goals such as meeting restricted timeframes, keeping sensitive security information secure, organizing teams with vast experience, fostering agency impute, supporting small and local business participation, eliminating change orders/contract modifications, all while ensuring the lowest government contract price.

Kristine Wallace, *Government Account Manager*
Kristine Wallace is a native Washingtonian, having grown up in Northern Virginia which established deep roots in the region. She joined the Safeware team in October 2016 bringing a love and knowledge of the region she was to cover. She brings over 20 years of professional sales experience from highly very competitive markets. Her dedication to excellent customer service, establishing strong relationships, and understanding customer needs has been the key to her continued success as a top performer throughout her career. She has extensive knowledge of government contracts and has over 13 years of experience working in distribution. She has a diversified background having worked with Fortune 500 companies as well as small to medium sized businesses. Her experience managing and leading others and working with Public Safety agencies is what contributes to her continued success in this industry. She has been there to support many agencies during several emergency responses such as the Baltimore Riots, Hurricane Sandy, and more.

She once managed, trained, and led over 100 sales reps and developed a Public Safety Program that resulted in tremendous success for her organization. She has worked with Federal, State and Local agencies and brings a strong understanding of government contracts. She's knowledgeable in multiple cooperative contracts, she has won multiple awards, and has gone through extensive leadership training. She also brings a very diverse background in her experience with procurement, end users, and high level decision makers.

Edward Arthur, QSSP, *Senior Government Account Manager*
Certified as a Qualified Safety Sales Professional, Edward Arthur has 14 years of experience in the Industry. He is responsible for educating, acquiring and growing new State and Local Agencies by utilizing our U.S. Communities contract
States Covered: Iowa, Nebraska, Kansas and Missouri.
Additional Territory: City of Houston, Northern Virginia, and Tidewater, VA

Dane Jeurissen, *Territory Sales Manager*
Dane is one of our newer sales reps with just over a year's experience in the safety industry, but his background in sales and dedication to the job makes him a great asset. Responsible for assisting agencies in maximizing spend and helping with efficiently and responsibly spending tax payer dollars. All the while making sure that first responders and others get the gear that they need to protect themselves and return to their families at the end of their shift.
States Covered: Texas, Arkansas

John McLoughlin, *Customer Service Representative, Government Sales*
Years at Company: 6
Years in Industry: 23
John spent 17 years were Hagemeyer/Vallen Safety, where he was contract administrator and CSR for various contracts including Nuclear Utilities Supplies, Prime Vendor, GSA, and USC. He has five years' experience with USC prior to his time at Safeware.
Customers Located in: Fairfax Co VA, Alexandria VA, Arlington VA,
States: MI, WI, IL, MN, IN, OH, NY

Karla A. Hyatt, *Director of Government Contracts*
Years at Company: 3
Karla oversees contract administration for GSA, USC, and all Federal bids/solicitations. She is serving as the lead for organization of this proposal, and will remain active in ensuring company-wide compliance with the contract.

Daric Simons, *Marketing Director*
Years at Company: 4
Daric is responsible for developing and implementing all marketing campgains at Safeware such as the creation of all marketing materials, implementing the new website, and implementation of all USC marketing initiatives. He works closely with the USC marketing team, attends quarterly reviews, and will head up implementation of all new marketing content for the new contract. He has been and will continue to serve in the role of Marketing Lead of the contract.

Stephanie Sarbacher, *Marketing Assistant*
Years at Company: 7
Stephanie is an integral part of our Marketing Department and the only member who has been at the company since the beginning of our USC Contract. She is responsible for supporting sales reps as the trade show coordinator, creating print materials, and assists with marketing campaigns. She works with the USC marketing team in creating email campaigns, webinars, and website maintenance. Stephanie will be heavily involved in the new contract as the Lead Referral Manager, responsible for distributing leads to sales reps from the website as well as with the creation of materials to announce the new contract.

Benjamin Gilbert, *Marketing Assistant*
Years at Company: 4
Ben is responsible for website administration, ecommerce, and serves as the Data Admin. He helps with the design and implementation of USC branded links on our website and with the Safeware-Mallory microsite on the USC website. He is in charge of management, creation, and maintenance of punchouts/EDI transactions. With the new contract, he will serve as the IT Lead responsible for building maintaining the USC landing page for supplier.

Steven Thomas, *Social Media Manager*
Years at Company: 1
Steven has recently joined the team in a new role dedicated to a growing area of our Marketing Department. He is responsibilities include website administration, managing all social media accounts, and creating videos and promoting content. He works with the rest of our Marketing team in conjunction with USC to push content to our customers as campaigns move.

MALLORY

Roger Dominguez, *U.S. Communities Territory Manager*
Roger currently manages the southwestern United States for Mallory's U.S. Communities contract, consistently growing sales and awareness of this resource with municipalities in a number of states. Leveraging his law enforcement background from prior work experience as a federal U.S. Air Marshal as well as working for US Department of Treasury U.S. Customs, Roger combines his knowledge for government equipment and services requirements with prior experience at Hagemeyer having managed the state of Texas for the same contract.

Debbie Sanchez, *U.S. Communities Lead Government Customer Service Manager*
Debbie brings 43 years of expertise to the Mallory team solely in the safety industry providing an extensive knowledge base and skillset for generating complex proposals, billing, order processing/follow through and direct customer relations and resolutions. Job responsibilities have included AR/AP and collections, managing as a customer service specialist with critical and high profile contracts for Douglas Aircraft/Boeing on their JIT and Arco Marine contracts. Prior to working for Mallory, Debbie partnered with Hagemeyer's outside government sales team to provide quotes, process and manage customer orders and oversee contract pricing compliance on U.S. Communities. Debbie is a critical member to Safeware-Mallory's U.S. Communities team due to her invaluable work experience in government and safety combined with her strict attention to detail and diplomatic demeanor.

KEY EXECUTIVE PERSONNEL BIOS
SAFEWARE

Name	**Edward A Simons**
Current Title	*President, CEO*
Years At Company	39
Role In Company	Executive Leadership
Current USC Role	Supports contract through attendance at quarterly supplier review meetings, summits, annual USC Conferences, NIGP conference, regional purchasing shows, etc. Involved in continuing improvements of Safeware processes through regular strategy meetings with Mallory, as well as USC program managers.

Name	**Mary Anne Petrenko**
Current Title	*Vice President – Human Resources*
Years At Company	38
Role In Company	As Safeware's first employee, Anne's roles have included accounting, purchasing, customer service, sales management, and human resources. Her involvement in all of those departments has given her a broad range of knowledge about the Company and the Industry.
Current USC Role	Has been involved with USC from the beginning of the contract. Duties include documentation of USC customer registration, USC Reporting, USC pricing audits.

Name	**Thomas Nairn**
Current Title	*Vice President – Operations*
Years At Company	15
Role In Company	Oversee all operations and locations within Safeware including Customer Service, Purchasing, Distribution, Technical Services and IT
Current USC Role	7 years' experience being heavily involved with the day to day completion of U.S. Community transactions across the various order fulfillment departments

Name	**Keith E. Hyatt**
Current Title	*Vice President – Treasurer/Secretary*
Years At Company	19
Role In Company	Responsible for all accounting and finance functions, including banking and insurance relationships, taxes and licenses.
Current USC Role	Have been responsible for the monthly USC reporting and rebate payment since winning the contract in 2011.

Name	**Darryl O. Halterman**
Current Title	*Vice President, Business Development*
Years At Company	23
Role In Company	Darryl builds and manages national accounts, incorporating supply chain management philosophies and efficiency concepts. Develops short and long term strategic plans for customers' maintenance repair and operation equipment needs. Structures and negotiated pricing, volume discounts and rebate structures with customer and manufacturers. Manages inside and outside salespeople throughout sales cycle, strategy implementation and account management. Creates and implements Customer Service Level standards to ensure maximum national contract satisfaction. Consults client management on OSHA regulations and developed solutions for compliance.
Current USC Role	Personally manages U.S. Communities customers' requirements in South FL, PA, and NJ. Responsible for largest single order for equipment under the current USC contract (City of Philadelphia SCBA's). Manages USC contract for Miami-Dade County, one of the largest and broadest users of Safeware's current USC contract. Assists other salespeople within Safeware with large USC customer requirements, helping convey and quantify value, and implement new programs

MALLORY

Tim Loy, *President, CEO of Mallory*

Tim spent summers growing up working for Mallory and for his father and mentor, Avery Loy, and has brought new energy and ideas to the company since rejoining Mallory full-time in 1999. Tim got a business degree from the University of Washington, and a JD/MBA from Duke University, and also spent a few years working as a corporate associate for O'Melveny and Myers law firm in Los Angeles, doing mergers and acquisitions and other corporate work. He has put that training to use in helping Mallory acquire and merge with nine other businesses in the rapidly changing distribution environment. Tim is responsible for the strategic initiatives that have broadened the company's capabilities into adjacent markets, such as training, cleanroom, industrial, and contractor supplies so that Mallory can provide customers with broader solutions while retaining expertise in each area. Tim enjoys playing and coaching soccer and basketball and spending time at his home in Portland with his wife and two kids.

Shawn Murray, *Chief Operating Officer of Mallory*

Shawn served as President of Safety and Supply Company for eleven years before merging with Mallory to form Mallory Safety and Supply. As a third-generation owner, Shawn has been in the industry for over 30 years. In his role as President he expanded Safety and Supply into new markets and services including HSE staff augmentation, Turnaround and Shutdown Services and the manufacturing of high visibility apparel. Shawn leads Mallory Safety and Supply USC efforts including strategic planning, supplier relations, reporting and system support.

Shawn attended Eastern Washington University and spent some time outside of the family business working for Wilson Tool in Southern California, a turret punch press CNC tool and die company. Shawn lives in Snoqualmie, Washington with his wife and two girls, enjoys playing basketball and is an avid golfer. Shawn is a member in Excell, a CEO peer group, and spent 8 years on the Board of SMG, a member owned buying and marketing cooperative.

5.6 PRODUCTS, SERVICES AND SOLUTIONS

1. DESCRIPTION OF OFFERED PRODUCTS

Safeware-Mallory presents an offering meeting the requirements in each of the 31 General Product Categories listed in Section 3 of the RFP. We have relationships with suppliers meeting the requirements in every category, and will make an effort to make new relationships and customer needs dictate. Please see section Section 1.2 B of this proposal for a listing of the available vendors for each category.

Over 95% of the suppliers in this proposal are shared by Safeware and Mallory. For the 5% of suppliers unique to either Safeware or Mallory due to either supplier territory restrictions or line differences we will utilize the other company to source the required material. For example, Mallory buys reusable Level A garments from St. Gobain while Safeware carries Trelleborg. If a Participating Public Agency customer on the West coast requests a Trelleborg suit, Mallory sources the item through Safeware at no additional cost to the customer.

2. TRAINING AND EDUCATIONAL PROGRAMS

TRAINING

Safeware-Mallory provides many added value services on contract. We offer training in the following categories:

- Drug Enforcement
- Active Aggressor
- Drone
- Rope Rescue
- Hazardous Chemical
- Public Order Strategy

Offered Classes include:

- Aerial Work/Lift Platforms
- Back Safety
- Bloodborne Pathogens
- Bucket Truck Safety
- Chainsaw Safety
- Confined Space Entry Awareness
- Confined Space Entry Operations
- Confined Space Rescue
- Cranes, Hoists & Lifts
- Crane Safety Awareness
- Defensive Driver (National Safety Council Certification)
- Developing Effective Safety Action Teams
- Do Your Own OSHA Inspection
- Electrical Safe Work Practices
- Emergency Action Plans
- Evacuation Plans that Work
- Ergonomics Hazard Assessment
- Establishing a Safety & Health Committee
- Fall Protection Awareness
- Fall Protection Competent Person
- Fire Prevention & Fire Extinguishers
- First Aid CPR AED (National Safety Council Certification)
- Flagger Certification (National Safety Council Certification)
- Forklift Operator (industrial/warehouse)
- Forklift Train the Trainer
- Hand & Portable Power Tools
- Hazard Communication/Right to Know
- Hazard Identification

- Hazardous Materials Awareness (initial and refresher)
- Hazardous Materials Operations / Spill Response Team (initial and refresher)
- Hazardous Materials 24 Hour Technician (initial and refresher)
- Hazardous Waste Management (initial and refresher)
- Hearing Conservation
- High Voltage Electrical Safety
- Hoists & Overhead Cranes
- Job Safety Analysis/Job Hazard Analysis
- Ladder Safety
- Lead Safety
- Lockout/Tagout Electrical Safety (authorized, affected and other)
- Law Enforcement Public Order Civil Unrest
- Law Enforcement Public Order Command Foundation Course
- Machine Guarding
- Material Handling
- Mobile Cranes & Rigging
- NFPA70E
- OSHA 10-hour General Industry
- OSHA 10-hour Construction
- OSHA 30-hour General Industry
- OSHA 30-hour Construction
- OSHA Overview for HR Managers
- OSHA Recordkeeping Requirements
- Overhead Crane Operator
- Personal Protective Equipment
- Power Tool Safety
- PPE Hazard Assessments
- Respirator Fit-Tester Course
- Respiratory Protection
- Respiratory Protection Program Administrator
- Safe Lifting
- Safety Orientation Programs
- Scaffold User
- Scaffold Competent Person
- Slinging and Rigging
- Spill Response Team Training
- TB & Airborne Pathogens
- Trenching & Excavation Competent Person
- Work Zone Safety Supervisor

ENSA NORTH AMERICA

Safeware-Mallory has an ISO Certified work at height training division, ENSA North America. ENSA provides work-at-height safety positioning and rescue training, support and rigging services, confined space NFPA 70E and OSHA 10 and 30 hour courses to a variety of customers in Wind Power, Telecom, Fire, Utilities, Energy, Bridges, Solar, Suspended Platforms and Dams. With 10 training facilities located throughout the US, ENSA can facilitate training in any region of the country. Additionally, we have two mobile training towers which allow us to do on-site training for those customers who cannot travel. This is not standard compliance training, but rather a hands-on training where students are able to practice a variety skills in a practical training environment.

ON-SITE TRAINING SERVICES

We also offer many services that require on-site training or testing to insure proper use of equipment for end users. These services can be found on our Technical Service Price List, included in our Cost Proposal. Such services include:

- Respirator Fit testing
- Product training/operation
- Donning/doffing PPE
- Fitting helmets
- Fitting PPE
- Fitting uniforms, boots
- Confined Space entry training
- Sign surveys
- Eyewash surveys
- OSHA compliance surveys

EDUCATION

As safety professionals, we aim to educate our customers on current public safety issues. We have pursued several opportunities to provide education to our customers including seminars, a YouTube channel, Lunch & Learns, Webinars, and in-person product demonstrations and product trials.

- **Seminars** – Our most recent educational endeavor has been to organize seminars with top level officials on the dangers of Fentanyl. Please see Appendix A for example of flyer.
- **Video Content –** We have also begun to develop a video library located on our YouTube channel for on demand value added training.
- **Lunch & Learns –** Regional Mallory hosted *Lunch and Learns* target specific end-user channels and corresponding purchasers in an educational format about relevant products and services combined with U.S. Communities presentation by National Sales Manager and occasionally in partnership with USC Program Managers. Please see Appendix A for example.
- **Sales Calls –** We offer in-person demonstration of product and often leave customers with trial products to let them evaluate instruments before purchase
- **Webinars –** Our webinars are a great resource for the latest information on current public safety topics

3. CONSULTING SERVICES

Included in our scope of work are several areas in which we offer consulting services. Our team employs and contracts with many subject matter experts that offer consulting services alongside product sales. Our reps advise customers on proper equipment needed for specific situations. Examples of this include our offering of public order gear in which we have been pioneer change in the industry over. In the absence of viable US manufactured equipment, Safeware-Mallory has sourced products from Great Britain that will better protect officers in riot situations. Along with the product is the need for training, which is offered on contract from a company called Survival Edge Tactical Systems. We have partnered with their founder, Geoff Perin, to provide public order gear education on our YouTube channel.

For projects that require complex solutions, our sales reps will consult with the end user to jointly determine the best solution. An example of this is with our highly sensitive Government Security Solutions that require multiple technical vendors and a multitude of deployment options.

SAFETY MANAGEMENT SERVICES

Safeware-Mallory' Safety Management Services division specializes in providing degreed safety professionals in a variety of disciplines including but not limited to Safety, Industrial Hygiene, Health Physics, Construction Management and First Aid for either short or long-term engagements. In addition, our 45 staffed professionals can perform third party safety audits, expert witness, job hazard analysis, accident investigation and safety and health plan reviews.

VENDING

Our vending program is an excellent solution for inventory management and eliminates the need for a consultant to do the work of inventory analysis. Unlike some other vending based inventory management solutions, Safeware-Mallory uses modern web technologies to provide real-time access to data. Our vending solution eliminates the need for on board hard drives and pushes the software to the cloud allowing for lower overall costs, higher up times and less maintenance. The lower cost allows us to deploy vending for FREE to our customers in exchange for a marginal buying commitment.

4. DELIVERY TIME

Standard delivery times for stock items are generally one to two days from order to receipt. Some remote areas of the country may take 3-5 days depending on carrier capabilities. Full expedited delivery options are available including next day, two day and courier. Safeware-Mallory offers paid freight for all orders using normal shipping methods including: UPS® Ground, FedEx® Ground and Economy LTL freight carrier.

Many public safety customers will request items that have a stated lead time of up to 180 days. For example, bomb robots and armored vehicles are built to order and take months to deliver. All delivery information is communicated prior to purchase and customers are advised of the delivery status of their purchases. Many items, such as rope and gas masks are delivered within a couple of days of order and others such as our stock cones and safety PPE ship day-of order and are delivered within 3 days, as noted above.

Expedited services including next day, two-day, inside delivery, and courier services will be billed to the ordering agency as well as Hazardous Material Fees.

Urgent requirements can arise from a multitude of reasons. From a stock-out to a large incident, the emergency need can be for one person or hundreds. Our culture and organizational structure thrives on fulfilling the urgent need of our customers. When a customer has identified an urgent or emergency need, Safeware customer service will respond quickly to assess the need and source the required product. Response will be within 24 hours or less and shipping for urgent orders 72 hours or less and emergency orders 24 hours or less. Safeware will utilize its logistic and delivery contracts to ensure on-time delivery.

5. BACKORDER POLICY

Safeware-Mallory's backorder policy consists of notifying the Public Agency buyer of the unforeseen backorder and providing options to cancel, substitute or accept the stated lead time. The decision for action is entirely up to the Agency buyer. The order will not be canceled unless the buyer instructs us to do so.

6. RESTOCKING FEES/RETURN PROCEDURES

Safeware-Mallory extends U.S. Communities a liberal return policy allowing Public Agencies the flexibility to return stock material up to 6 months from date of shipment without cost or penalty. A full refund will be provided to the Public Agency upon receipt of returned product in sellable condition. Returns meeting any of the following conditions will be deemed acceptable:

- Incorrect product shipped
- Product damaged in shipment
- Product arrived with concealed shipping damages
- Product was recalled
- Product over shipment

Custom product in design or modification, as well as dated product, may not be returned but every effort will be made to work with the manufacturer to accommodate the Public Agency.

Safeware-Mallory customer service will provide disposition instructions to the customer within 15 days of notification of receipt of discrepant goods including a RMA (Return Material Authorization) number.

5.7 ENVIRONMENTAL

1. ENVIRONMENTAL POLICIES

Sustainability Mission Statement:

Safeware-Mallory cares about the environment and does business in a way to promote sustainability by reducing our carbon footprint and greenhouse gasses.

The following policies reflect our commitment to personal, global, and social responsibility:

- Maximize electronic and paperless communication
- Electronic ordering and billing
- Use teleconferencing and web presentations
- Use of VMI, consignment and aggregate deliveries to reduce fuel consumption
- Minimize square footage required at each location
- Encourage telecommuting when feasible
- Emphasize efficiency in all areas
- Reduce air travel as much as possible
- Reuse boxes in all warehouses
- Purchase and choose post-consumer waste recycled paper for all printing, reports, catalogs, and flyers

- Make recycling part of the company culture with convenient recycling bins for paper, cans, and bottles
- Choose American Made products that do not have to travel as far to reach the end consumer

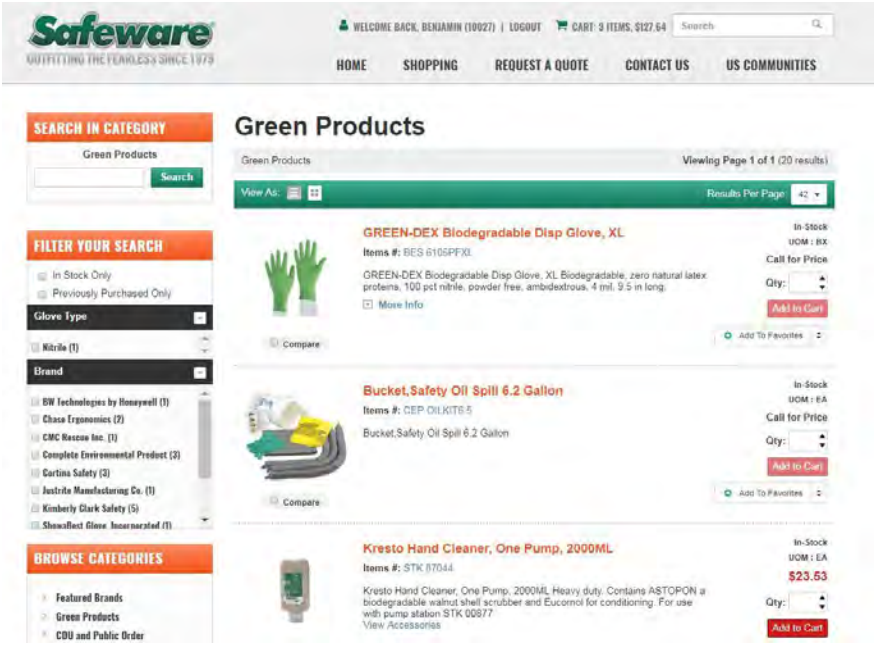
Our strategy, as evident in our policies, aims to reduce waste and carbon footprint in all aspects of our business.

Specific investments include conversion from gas powered vehicles to higher efficiency diesel, recycle all paper waste generated, recycle aluminum cans, plastic bottles, toner cartridges, valves and metal cylinders and replace all lighting to high efficiency ballasts.

Our director of operations is responsible for implementing and enforcing our green initiatives.

2. Environmental Labeling

Safeware offers a range of eco-friendly products that are found on our website in the “Green Products” category. Users can sort through Green Products by browsing or using filters to quickly find the relevant items.



3. Third Party Certifications

Though none of our products specifically have any third-party environmental certifications, a number our products are classified as “green” or environmentally friendly.

- ShowaBest Biodegradable gloves
- Rayovac and Duracell rechargeable batteries
- LED flashlight
- Moldex non-PVC plugs
- Cotton and Polyknit glove recycle programs

- Presoaked chemical wipes
- All-Natural oil-sorbent products
- Simple Green
- Environmentally safe firefighting foam
- GASCO – Eco-friendly bottles

4. RECYCLING SERVICES

Safeware-Mallory has a focus on recycling programs and utilizes green initiatives whenever possible. We aim to reduce waste and our carbon footprint in all aspects of our business. Specific investments include conversion from gas powered vehicles to higher efficiency diesel or electric, recycle all paper waste generated, recycle aluminum cans, plastic bottles, toner cartridges, valves and metal cylinders and replace all lighting to high efficiency ballasts with motion sensors. We utilize recycled products for shipping such as cardboard and fillers whenever possible and look to partner with suppliers that use green products.

Safeware also accepts used batteries, cylinders and various scrap products at no charge from customers to assist in the recycling of these products.

5. ENVIRONMENTAL OFFERING

While Safeware-Mallory is dedicated to offering our customers environmentally preferable products wherever available, we have found that this particular industry lacks manufacturers with the same focus. Less than 1% of our suppliers offer environmentally preferable products. Due to the nature of products in the industry, product is often manufactured with the highest level of material to ensure safety rather than using recycled material that may not offer the same quality. End users are willing to pay for the product as is because they prioritize safety of the product over environmentally preferable product. We have contacted large manufacturers such as Dupont, 3M, and Honeywell, none of which have a significant offering of green designated product. We are continually revisiting this issue and will offer environmentally preferred product when our manufacturers do the same.

5.8 ADDITIONAL INFORMATION

We feel that is proposal is comprehensive in nature and accurately reflects the added benefits Safeware-Mallory has to offer. Our service offerings, vending solutions, consulting services, training to reduce injury and increase knowledge are some of the few benefits we have to offer that have been previously discussed.

Some of the many added value services we have to offer include:

- Respiratory repair and annual testing
- Respiratory fit testing
- Detection calibration
- Detection repair
- Suit testing
- Hose testing
- PPE cleaning
- Compressor repair and testing
- Breathing air testing

APPENDIX A

ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT ("Agreement") is made as of 3-8-18, by and between U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE ("U.S. Communities") and SAFEWARE, INC ("Supplier").

RECITALS

WHEREAS, FAIRFAX CO. ("Lead Public Agency") has entered into a certain Master Agreement dated as of even date herewith, referenced as Agreement No. _____, by and between Lead Public Agency and Supplier (as amended from time to time in accordance with the terms thereof, the "Master Agreement") for the purchase of PUBLIC SAFETY & EMERGENCY PREPAREDNESS EQUIP (the "Products and Services");

WHEREAS, the Master Agreement provides that any state, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agency or nonprofit organization (each a "Public Agency" and collectively, "Public Agencies") may purchase Products and Services at the prices indicated in the Master Agreement upon prior registration with U.S. Communities, in which case the Public Agency becomes a "Participating Public Agency";

WHEREAS, U.S. Communities has the administrative and legal capacity to administer purchases under the Master Agreement to Participating Public Agencies;

WHEREAS, U.S. Communities serves in an administrative capacity for Lead Public Agency and other lead public agencies in connection with other master agreements offered by U.S. Communities;

WHEREAS, Lead Public Agency desires U.S. Communities to proceed with administration of the Master Agreement on the same basis as other master agreements;

WHEREAS, "U.S. Communities Government Purchasing Alliance" is a trade name licensed by U.S. Communities Purchasing & Finance Agency; and

WHEREAS, U.S. Communities and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, U.S. Communities and Supplier hereby agree as follows:

ARTICLE I

GENERAL TERMS AND CONDITIONS

1.1 The Master Agreement, attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.

1.2 U.S. Communities shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to U.S. Communities under this Agreement including, without limitation,

APPENDIX A

Supplier's obligation to provide insurance and indemnifications to Lead Public Agency.

1.3 Supplier shall perform all duties, responsibilities and obligations required under the Master Agreement.

1.4 U.S. Communities shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Master Agreement as set forth herein, and Supplier acknowledges that U.S. Communities shall act in the capacity of administrator of purchases under the Master Agreement.

1.5 With respect to any purchases made by Lead Public Agency or any Participating Public Agency pursuant to the Master Agreement, U.S. Communities (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Supplier, Lead Public Agency or such Participating Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Lead Public Agency, any Participating Public Agency or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by a Participating Public Agency to (i) comply with procedures or requirements of applicable law or ordinance, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. U.S. Communities makes no representations or guaranties with respect to any minimum purchases required to be made by Lead Public Agency, any Participating Public Agency, or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement.

ARTICLE II

TERM OF AGREEMENT

2.1 This Agreement is effective as of 3-8-18 and shall terminate upon termination of the Master Agreement or any earlier termination in accordance with the terms of this Agreement, provided, however, that the obligation to pay all amounts owed by Supplier to U.S. Communities through the termination of this Agreement and all indemnifications afforded by Supplier to U.S. Communities shall survive the term of this Agreement.

ARTICLE III

REPRESENTATIONS AND COVENANTS

3.1 U.S. Communities views the relationship with Supplier as an opportunity to provide benefits to the Lead Public Agency, Public Agencies and Supplier. The successful foundation of the relationship requires certain representations and covenants from both U.S. Communities and Supplier.

3.2 U.S. Communities' Representations and Covenants.

(a) Marketing. U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League of Cities (NLC), National Association of Counties (NACo), United States Conference of Mayors (USCM), and the Association of School Business Officials (ASBO) (collectively, the "Founding Co-Sponsors") and individual national, regional and state-level sponsors. In addition, the U.S. Communities staff shall make best efforts to enhance Supplier's marketing efforts through meetings with Public Agencies, participation in key events and tradeshows and other marketing activity such as advertising, articles and promotional campaigns.

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(b) Training and Knowledge Management Support. U.S. Communities shall provide support for the education, training and engagement of Supplier's sales force as provided herein. Through its staff (each, a "Program Manager" and collectively, the "Program Managers"), U.S. Communities shall, with scheduling assistance from Supplier, conduct training sessions and conduct calls jointly with Supplier to Public Agencies. U.S. Communities shall also provide Supplier with access to U.S. Communities' private intranet website which provides presentations, documents and information to assist Supplier's sales force in effectively promoting the Master Agreement.

3.3 Supplier's Representations and Covenants. Supplier hereby represents and covenants as follows in order to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies (such representations and covenants are sometimes referred to as "Supplier's Commitments" and are comprised of the Corporate Commitment, Pricing Commitment, Economy Commitment and Sales Commitment):

(a) **Corporate Commitment**.

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's contract options.

(ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment.**

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) Contracts Offering Lower Prices. If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(iii) Deviating Buying Patterns. Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

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(A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

(c) **Economy Commitment**. Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

(d) **Sales Commitment**. Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) Supplier Sales. Supplier shall be responsible for proactive sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall

communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the Supplier's best overall pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) Branding and Logo Compliance. Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.

(iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:

(A) A dedicated U.S. Communities internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:

(1) U.S. Communities standard logo with Founding Co-Sponsors logos;
(2) Copy of original procurement solicitation;
(3) Copy of Master Agreement including any amendments;
(4) Summary of Products and Services pricing;
(5) Electronic link to U.S. Communities' online registration page; and
(6) Other promotional material as requested by U.S. Communities.

(B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.

(C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

(v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.

(vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the

unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party

3.4 Breach of Supplier's Representations and Covenants. The representations and covenants set forth in this Agreement are the foundation of the relationship between U.S. Communities and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-compliance and, if Supplier fails to cure such violation or non-compliance within such notice period, it shall be deemed a cause for immediate termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion.

3.5 Indemnity. Supplier hereby agrees to indemnify and defend U.S. Communities, and its parent companies, subsidiaries, affiliates, shareholders, member, manager, officers, directors, employees, agents, and representatives from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, arising from or relating to, any actual or alleged breach of any of Supplier's representations, warranties, or covenants in this Agreement.

ARTICLE IV

PRICING AUDITS

4.1 Supplier shall, at Supplier's sole expense, maintain an accounting of all purchases made by Lead Public Agency and Participating Public Agencies under the Master Agreement. U.S. Communities and Lead Public Agency each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. U.S. Communities shall have the authority to conduct random audits of Supplier's pricing that is offered to Participating Public Agencies at U.S. Communities' sole cost and expense. Notwithstanding the foregoing, in the event that U.S. Communities is made aware of any pricing being offered to three (3) or more Participating Public Agencies that is materially inconsistent with the pricing under the Master Agreement, U.S. Communities shall have the ability to conduct a reasonable audit of Supplier's pricing at Supplier's sole cost and expense during regular business hours upon reasonable notice. U.S. Communities may conduct the audit internally or may engage a third-party auditing firm on a non-contingent basis. Supplier shall solely be responsible for the cost of the audit. In the event of an audit, the requested materials shall be provided in the format and at the location where kept in the ordinary course of business by Supplier.

ARTICLE V

FEES & REPORTING

5.1 Administrative Fees. Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of two percent (2%) of aggregate purchases made during each calendar month (individually and collectively, "Administrative Fees"). Supplier's annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by wire to U.S.

Communities, or its designee or trustee as may be directed in writing by U.S. Communities. Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases shipped and billed during such calendar month. U.S. Communities agrees to pay to Lead Public Agency five percent (5%) of all Administrative Fees received from Supplier to help offset Lead Public Agency's costs incurred in connection with managing the Master Agreement nationally.

5.2 Sales Reports. Within thirty (30) days of the end of each calendar month, Supplier shall deliver to U.S. Communities an electronic accounting report, in the format prescribed by Exhibit B, attached hereto, summarizing all purchases made under the Master Agreement during such calendar month ("Sales Report"). All purchases indicated in the Sales Report shall be denominated in U.S. Dollars. All purchases shipped and billed pursuant to the Master Agreement for the applicable calendar month shall be included in the Sales Report. Submitted reports shall be verified by U.S. Communities against its registration database. Any data that is inconsistent with the registration database shall be changed prior to processing. U.S. Communities reserves the right upon reasonable advance notice to Supplier to change the prescribed report format to accommodate the distribution of the Administrative Fees to its program sponsors and state associations.

5.3 Exception Reporting/Sales Reports Audits. U.S. Communities or its designee may, at its sole discretion, compare Supplier's Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, sponsors, advisory board members or U.S. Communities staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by U.S. Communities, U.S. Communities shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to U.S. Communities' reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to U.S. Communities' trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to U.S. Communities in writing to reporting@uscommunities.org. If Supplier does not resolve the discrepancy to U.S. Communities' reasonable satisfaction within thirty (30) days, U.S. Communities shall have the right to engage outside services to conduct an independent audit of Supplier's reports. Supplier shall solely be responsible for the cost of the audit.

5.4 Online Reporting. Within forty-five (45) days of the end of each calendar month, U.S. Communities shall provide online reporting to Supplier containing Supplier's sales reporting for such calendar month. Supplier shall have access to various reports through the U.S. Communities intranet website. Such reports are useful in resolving reporting issues and enabling Supplier to better manage its Master Agreement.

5.5 Usage Reporting. Within thirty (30) days of the end of each contract year, Supplier shall deliver to U.S. Communities an electronic usage report of all sales under the Master Agreement, including:

(i) Supplier's Product Number
(ii) Product Description
(iii) Manufacturer Name
(iv) Manufacturer Number
(v) Unit of Measure
(vi) U.S. Communities Price
(vii) Number of times ordered
(viii) Units sold
(ix) Sales by Manufacturer

5.6 Supplier's Failure to Provide Reports or Pay Administrative Fees. Failure to provide a Sales Report or pay Administrative Fees within the time and in the manner specified herein shall be regarded as a

material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion. All Administrative Fees not paid within thirty (30) days of the end of the previous calendar month shall bear interest at the rate of one and one-half percent (1.5%) per month until paid in full.

ARTICLE VI

MISCELLANEOUS

6.1 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

6.2 Assignment.

(a) Supplier. Neither this Agreement nor any rights or obligations hereunder shall be assignable by Supplier without prior written consent of U.S. Communities, and any assignment without such consent shall be void.

(b) U.S. Communities. This Agreement and any rights or obligations hereunder may be assigned by U.S. Communities in U.S. Communities' sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform U.S. Communities' obligations hereunder.

6.3 Notices. All reports, notices or other communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery requiring signature on receipt to the addresses as set forth below. U.S. Communities may, by written notice delivered to Supplier, designate any different address to which subsequent reports, notices or other communications shall be sent.

U.S. Communities:
U.S. Communities
9711 Washingtonian Blvd. Suite 100
Gaithersburg, MD 20878-7381
Attn: Program Manager Administration

Supplier:
SAFEWARE, INC.
4403 FORBES, BLVD
LANHAM, MD 20706
Attn: U.S. Communities Program Manager

6.4 Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

APPENDIX A

6.5 Waiver. Any failure of a party to enforce, for any period of time, any of the provisions under this Agreement shall not be construed as a waiver of such provisions or of the right of said party thereafter to enforce each and every provision under this Agreement.

6.6 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

6.7 Modifications. This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.

6.8 Governing Law; Arbitration. This Agreement will be governed by and interpreted in accordance with the laws of the State of California without regard to any conflict of laws principles. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this dispute resolution clause, shall be determined by arbitration in Walnut Creek, California, before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party will be entitled to recover its reasonable attorneys' fees and arbitration costs from the other party. The arbitration award shall be final and binding. Each party commits that prior to commencement of arbitration proceedings, the parties shall submit the dispute to JAMS for mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. The mediation will be conducted by each party designating a duly authorized officer or other representative to represent the party with the authority to bind the party, and that the parties agree to exchange informally such information as is reasonably necessary and relevant to the issues being mediated. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator or any JAMS employees, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within thirty (30) days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), the administration of the arbitration shall proceed. The mediation may continue, if the parties so agree, after the appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

6.9 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon U.S. Communities, Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

[*Remainder of Page Intentionally Left Blank – Signatures Follow*]

APPENDIX A

IN WITNESS WHEREOF, U.S. Communities has caused this Agreement to be executed in its name and Supplier has caused this Agreement to be executed in its name, all as of the date first written above.

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By _____

Name: Kevin Juhring

Title: President

Supplier:

SAFEWARE, INC

By Karla A Hyatt

Name: KARLA A HYATT

Title: ~~CEO~~ DIRECTOR OF GOV'T CONTRACTS

APPENDIX D

VIRGINIA STATE CORPORATION COMMISSION (SCC)
REGISTRATION INFORMATION

The offeror:

☑ is a corporation or other business entity with the following SCC identification number: F109145-5 **-OR-**

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why whose contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids: ☐

APPENDIX D

BUSINESS, PROFESSIONAL AND OCCUPATIONAL LICENSE

All firms located or operating in Fairfax County must obtain a Business, Professional and Occupational License (BPOL) as required by Chapter 4, Article 7, of the Code of the County of Fairfax, Virginia. In order for the Department of Tax Administration to determine your BPOL requirement prior to contract award, it is necessary for you to provide the following information:

- If you currently have a Fairfax County business license, please submit a copy with your proposal.
- Do you have an office in:

Virginia	☑ Yes	☐ No
Fairfax County	☐ Yes	☑ No

- Date business began/will begin work in Fairfax County

A detailed description of the business activity that will take place in Fairfax County. If business is located outside of Fairfax County, give the percentage of work actually to be done in the County

Emergency preparedness equipment and Public Safety

% of work unknown at this time

Kayla A Hyatt
Signature

3-8-18
Date

Complete and return this form or a copy of your current Fairfax County Business License with your proposal.

APPENDIX D

Certification Regarding Ethics in Public Contracting

In submitting this bid or proposal, and signing below, Bidder/Offeror certifies the following in connection with a bid, proposal, or contract:

Check one:

☑ 1. I have not given any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value to any public employee or official have official responsibility for a procurement transaction.

☐ 2. I have given a payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value to a public employee or official have official responsibility for a procurement transaction, but I received consideration in substantially equal or greater value in exchange.

If 2 is selected, please complete the following:

Recipient: _____

Date of Gift: _____

Description of the gift and its value:

_____

_____

_____

Description of the consideration received in exchange and its value:

_____

_____

_____

Printed Name of Bidder/Offeror Representative: MARY ANNE PETRENKO

Signature/Date: Mary Anne Petrenko 12-12-2018

Company Name: SAFEWARE INC

Company Address: 4403 FORBES BLVD

City/State/Zip: LANHAM MD 20706

This certification supplements but does not replace the requirements set forth in paragraph 64 (OFFICIALS NOT TO BENEFIT) of the General Conditions and Instructions to Bidders included in this solicitation.

APPENDIX D

CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by all offerors submitting a proposal in response to this Request for Proposal:

1. The Offeror certifies, to the best of its knowledge and belief, that neither the Offeror nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Nonprocurement Programs* issued by the General Services Administration.

2. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

3. The Offeror shall provide immediate written notice to the Fairfax County Purchasing Agent if, at any time prior to award, the Offeror learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Offeror rendered an erroneous certification, in addition to other remedies available to Fairfax County government, the Fairfax County Purchasing Agent may terminate the contract resulting from this solicitation for default.

Printed Name of Representative: MARY ANNE PETRENKO

Signature/Date: Mary Anne Petrenko / 2/12/2018

Company Name: SAFEWARE INC

Address: 4403 FORBES BLVD

City/State/Zip: LANHAM MD 20706

SSN or TIN No: 52-1152883

APPENDIX D

Sample Listing Of Local Public Bodies

REFERENCE PARAGRAPH 13 OF THE SPECIAL PROVISIONS,"USE OF CONTRACTS BY OTHER PUBLIC BODIES." You may select those public bodies that this contract may be extended to:

✓	Alexandria Public Schools, VA	✓	Manassas Park, Virginia
✓	Alexandria Sanitation Authority	✓	Maryland-National Capital Park & Planning Commission
✓	Alexandria, Virginia	✓	Maryland Transit Administration
✓	Arlington County, Virginia	✓	Metropolitan Washington Airports Authority
✓	Arlington Public Schools, Virginia	✓	Metropolitan Washington Council of Governments
✓	Bladensburg, Maryland	✓	Montgomery College
✓	Bowie, Maryland	✓	Montgomery County, Maryland
✓	Charles County Public Schools, MD	✓	Montgomery County Public Schools
✓	College Park, Maryland	✓	Northern Virginia Community College
✓	Culpeper County, Virginia	✓	Omni Ride
✓	District of Columbia	✓	Potomac & Rappahannock Trans. Commission
✓	District of Columbia Courts	✓	Prince George's County, Maryland
✓	District of Columbia Public Schools	✓	Prince George's County Public Schools
✓	DC Water and Sewer Authority	✓	Prince William County, Virginia
✓	Fairfax County Water Authority	✓	Prince William County Public Schools, VA
✓	Fairfax, Virginia (City)	✓	Prince William County Service Authority
✓	Falls Church, Virginia	✓	Rockville, Maryland
✓	Fauquier County Government and Schools, Virginia	✓	Spotsylvania County Schools, Virginia
✓	Frederick, Maryland	✓	Stafford County, Virginia
✓	Frederick County Maryland	✓	Takoma Park, Maryland
✓	Gaithersburg, Maryland	✓	Upper Occoquan Sewage Authority
✓	Greenbelt, Maryland	✓	Vienna, Virginia
✓	Herndon, Virginia	✓	Virginia Railway Express
✓	Leesburg, Virginia	✓	Washington Metropolitan Area Transit Authority
✓	Loudoun County, Virginia	✓	Washington Suburban Sanitary Commission
✓	Loudoun County Public Schools	✓	Winchester, Virginia
✓	Loudoun County Sanitation Authority	✓	Winchester Public Schools
✓	Manassas, Virginia		
✓	Manassas City Public Schools, Virginia		

Complete and return this form with your proposal.

SAFEWARE, INC
Vendor Name

APPENDIX D

BUSINESS CLASSIFICATION SCHEDULE

PLEASE CLASSIFY YOUR BUSINESS/ORGANIZATION BY MARKING IN STEP 1. STEP 2 IS OPTIONAL. This designation is required of all business/organizations including publicly traded corporations, non-profits, sheltered workshops, government organizations, partnerships, sole proprietorships, etc. Fairfax County does not certify business classifications nor does it establish preferences or set-asides for specific classifications.

Examples:

- A small Asian women-owned business would mark "Small" in Step 1, then "Women-Owned" and "Minority-Owned" in Step 2
- A small, service-disabled veteran and women-owned business would mark "Small" in Step 1, then "Women-Owned" and "Service-Disabled Veteran-Owned" in Step 2
- A government agency/public body would ONLY mark "Government Agency/Public Body" in Step 1.

Step 1: Please indicate the classification of your business/organization. Select ONLY one (1) option.

☑ Small ☐ Large ☐ Non-Profit ☐ Government Agency/Public Body ☐ Shelter Workshop

Step 2 (OPTIONAL): Please indicate what type of ownership your business/organization consists of. You may choose MORE than one (1) option.

☐ Women-Owned ☐ Minority-Owned ☐ Service-Disabled Veteran-Owned

DEFINITIONS

Small Business/Organization – "Small business" means a business that is at least 51% independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of $10 million or less averaged over the previous three years. One or more of these individual owners shall control both the management and daily business operations of the small business.

Minority Business – is a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company, or other entity, at least 51% of the equity ownership interest in the corporation, partnership or limited company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals. Such individuals shall include Asian American, African American, Hispanic American, Native American, Eskimo, or Aleut.

Women-Owned Business – a business concern that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women who are U.S. citizens or legal resident aliens.

Service-Disabled Veteran – means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

Service-Disabled Veteran-Owned Business – is a business that is at least 51 percent owned by one or more service -disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service-disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service-disabled veterans.

Shelter Workshop – a private non-profit, state, or local government institution that provides employment opportunities for individuals who are developmentally, physically, or mentally impaired, to prepare for gainful work in the general economy. These services may include physical rehabilitation, training in basic work and life skills (e.g., how to apply for a job, attendance, personal grooming, and handling money), training on specific job skills, and providing work experience in the workshop.

APPENDIX D

COUNTY OF FAIRFAX
DEPARTMENT OF PROCUREMENT & MATERIAL MANAGEMENT
SMALL AND MINORITY BUSINESS ENTERPRISE PROGRAM
12000 Government Center Parkway, Suite 427
Fairfax, Virginia 22035-0013
Fax: 703-324-3228

SUBCONTRACTOR (S) NOTIFICATION FORM

Solicitation/Contract Number/Title: RFP 2000002547 PUBLIC SAFETY & EMERGENCY PREPAREDNESS EQUP.

Prime Contractors Name: SAFEWARE, INC.

Prime Contractor's Classification: SMALL

In accordance with the Subcontracting paragraph of the Special Provisions for the above-cited solicitation, you are required to provide the County with names, addresses, anticipated dollar amount and small/minority classification of each first-tier subcontractor. Please complete this form and return it to this office with your submission.

Please check here if you are not using a subcontractor: ✓

SUBCONTRACTOR(S) NAME	STREET ADDRESS	CITY	STATE	ZIP CODE	ANTICIPATED DOLLAR AMOUNT	VENDOR CLASSIFICATION

Complete and return this form with your proposal.

APPENDIX I

BYRD ANTI-LOBBYING CERTIFICATION

31 U.S.C. 1352 et seq.

(To be submitted with each bid or offer exceeding $100,000)

The undersigned 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 awarding of 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 and Federal contract, grant, loan, or cooperative agreement.

2. If any funds or than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et.seq.*)]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) 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 was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The CONTRACTOR, SAFEWARE, INC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Printed Name of Representative: KARLA A HYATT

Signature/Date: Karla A Hyatt 3-8-18

Company Name: SAFEWARE, INC

Address: 4403 FORBES BLVD

City/State/Zip: LANHAM, MD 20706

SSN or TIN No: 52-1152883

Attachment C - References

Reference 1			
Public Agency Name:	Montgomery County, MD	**Phone:**	240-773-5234
Contact:	Patricia Ross	**Email**:	patricia.Ross@montgomerycountymd.gov
Title:	County Contract Administrator	**Contract #**	1024135
Address:	100 Edison Park Drive Gaithersburg, MD 20878	**Total Dollar Amount:**	$1,430,029
Description of Products or Services Provided:	Emergency Preparedness Equipment and Related Services		

Reference 2			
Public Agency Name:	State of Michigan	**Phone:**	517-284-7007
Contact:	Sue Cieciwa	**Email:**	cieciwas@michigan.gov
Title:	Buyer Sepcialist, DTMB Procurement	**Contract #**	071B220059
Address:	525 W. Allegan St. Lansing, MI 48913	**Total Dollar Amount:**	$3,018,000 *for last 2 year option period exp. 9-30-18
Description of Products or Services Provided:	Emergency Preparedness Equipment and Related Services		

Reference 3			
Public Agency Name:	Commonwealth of Massachusetts	**Phone:**	617-720-3373
Contact:	Stephen Lyons	**Email:**	steve.lyons@state.ma.us
Title:	Deputy Strategic Sourcing Lead	**Contract #**	HLS05
Address:	One Ashburton Place, Rm 1017 Boston, MA 02108	**Total Dollar Amount:**	$1,499,794
Description of Products or Services Provided:	Homeland Security and Public Safety		

Reference 4			
Public Agency Name:	Santa Ana Police Department	**Phone:**	714-448-8701
Contact:	Otto Laufer	**Email:**	
Title:	Grant Manager	**Contract #**	
Address:	60 Civic Center Plaza Santa Ana, CA 92701	**Total Dollar Amount:**	$2,947,957
Description of Products or Services Provided:	Security and surveillance systems, LRADs (long range acoustic devices), annual supply of individual first aid kits, gas masks, CBRN canisters, radiation pagers		

Reference 5			
Public Agency Name:	City of San Diego, Police/DHS	**Phone:**	619-985-5139
Contact:	Jose Luis Romo	**Email:**	jromo@pd.sandiego.gov
Title:	Purchasing/Grant Manager	**Contract #**	
Address:	1401 Broadway San Diego, CA 92101	**Total Dollar Amount:**	$4,184,929
Description of Products or Services Provided:	Robots, Surveillance, Gas Masks, Hazmat protection		

Reference 6			
Public Agency Name:	City of Burbank	**Phone:**	(208) 869-2451
Contact:	LT. John Dilibert	**Email:**	jdilibert@adaweb.net
Title:	Grant Manager *Former	**Contract #**	
Address:	200 N. 3rd Street Burbank, CA 91502	**Total Dollar Amount:**	$586,239
Description of Products or Services Provided:	Ballistic armor, night vision, police equipment		

APPENDIX D

Request for Protection of Trade Secrets or Proprietary Information Pursuant to Article 2, Section 4.D.3 of the Purchasing Resolution and Va. Code Ann. § 2.2-4342(F)

Request for Protection of Trade Secrets or Proprietary Information Pursuant to Article 2, Section 4.D.3 of the Purchasing Resolution and Va. Code Ann. § 2.2 4342(F)
This form is provided as a courtesy to assist vendors desiring to protect trade secrets and proprietary information from disclosure under the Virginia Freedom of Information Act. In order to receive protection, you must (a) invoke the protection prior to or upon submission of the data or other materials, (b) identify the data or other materials to be protected, and (c) state the reason(s) why protection is necessary. Each of these requirements must be met with respect to the particular information for which protection is sought.

a)Submission of this form with or without other reference to Article 2, Section 4.D.3 of the Purchasing Resolution or Va. Code Ann. § 2.2-4342(F) shall satisfy the invocation requirement with respect to data or other materials clearly identified herein.
b)Identify the specific data or other material for which protection is sought. Suggested forms of designation include: listing the Proposal Section, Tab, or Page numbers; attaching to this form a copy of the table of contents from your Proposal with the relevant trade secret or proprietary contents highlighted; or identifying herein a document stamp used within the Proposal to designate the relevant materials (e.g. "all portions of the Proposal marked "Proprietary" or "Trade Secret""). NOTE: The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable.
c)For each distinct section of data or other information identified in response to paragraph b), above, state the reason(s) why protection is necessary. NOTE: Your explanation must do more than simply stating the materials are "proprietary," or "trade secrets," or "not publically available." You may attach additional sheets to this form as needed.

Use of this form does not guarantee protection. It is incumbent upon each vendor to meet the prerequisites for protection of their trade secrets or proprietary information. Provision of this form does not constitute legal advice; you are encouraged to consult with your legal counsel prior to designation of materials for protection.

DATA/MATERIAL TO BE PROTECTED	SECTION NO., & PAGE NO.	REASON WHY PROTECTION IS NECESSARY
Sateware Financials	Attachment D	As a privately held company, we do not make our financials public.

County of Fairfax, Virginia

ADDENDUM

Date: March 2, 2018

ADDENDUM NO. 1

TO:	ALL PROSPECTIVE OFFERORS
REFERENCE:	RFP2000002547
TITLE:	Public Safety and Emergency Preparedness Equipment and Related Services
DUE DATE/TIME:	March 13, 2018 / 2:00 P.M. EDT

The referenced request for proposal is amended as follows:

1. Reference page 6, Section 8. Contract Period and Renewal, Paragraph 8.2, fourth sentence: Revise to read "The County reserves the right to renew the contract for five (5) additional years, one (1) year at a time or a combination of the years, by mutual agreement of both parties."

2. Attachment C – Market Basket, is replaced in its entirety by an updated version. Prospective Offerors may access the updated version of Attachment C – Market Basket in Excel format at: http://www.fairfaxcounty.gov/solicitations

3. Refer to Attachment I for questions and answers received by e-mail and from the pre-proposal conference held on February 22, 2018 at 10:30 A.M.

4. Refer to Attachment 2 for the Attendance Sheet for the pre-proposal conference held on February 22, 2018.

All other terms and conditions remain unchanged.

Jamie Pun, VCO, CPPB
Contract Specialist II, Team 1

THIS ADDENDUM IS ACKNOWLEDGED AND IS CONSIDERED A PART OF THE SUBJECT REQUEST FOR PROPOSAL:

SAFEWARE, INC
Name of Firm

Kayla A Hyatt
(Signature)

3-8-18
(Date)

A SIGNED COPY OF THIS ADDENDUM MUST BE INCLUDED IN THE TECHNICAL PROPOSAL OR RETURNED PRIOR TO DUE DATE/TIME.

Note: SIGNATURE ON THIS ADDENDUM DOES NOT SUBSTITUTE FOR YOUR SIGNATURE ON THE ORIGINAL PROPOSAL DOCUMENT. THE ORIGINAL PROPOSAL DOCUMENT MUST BE SIGNED.

Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/procurement
Phone 703-324-3201, **TTY:** 1-800-828-1140, **Fax:** 703-324-3228

Appendix A – Marketing Material

- Safeware USC Contract Flyer
- Safeware Fire Line Card
- Safeware Industry Line Card
- Mallory Fire Line Card
- Mallory Lunch & Learn Flyer
- Safeware Fentanyl Seminar Flyer

All Departments - One SAFETY Contract.

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Public Safety and Emergency Preparedness Equipment and Related Services

Contract#: **4400001839**

Lead Public Agency: **Fairfax County, VA**

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Offering Safety Solutions & Services Including:

- Personal Protective Equipment (PPE)
- Explosive Device Mitigation & Remediation Equipment
- Environmental Monitoring
- CBRNE Search & Rescue Equipment
- Interoperable Communications Equipment
- Detection Equipment
- Decontamination Equipment
- Hazardous Materials Storage
- Spill Control and Containment
- Physical Security Enhancement Equipment
- Fire and Emergency Response
- Traffic Safety
- Facility Safety and Maintenance
- Fall Protection and Space
- Medical and First Aid Supplies
- CBRNE Reference Materials
- Related Services
- Other Non-listed Public Safety, Law Enforcement and Fire Equipment
- Training

Distributing the Leading Brands in Safety and Response including:

Blauer SERIOUS PROTECTION. · AVON PROTECTION · MSA · SAFARILAND · RAE · MUSTANG SURVIVAL · TRELLEBORG · STREAMLIGHT · 3M · Alliance Fire and Rescue, Inc. · Lakeland INDUSTRIES, INC · DuPont™ · SCOTT SAFETY · ML KISHIGO THE ORIGINAL HIGH VIS EXPERTS · PELICAN · WEST CHESTER · Kappler · CSI COMBINED SYSTEMS · Honeywell · FOXFURY · Rapiscan systems · United Shield International · D7 · ARC'TERYX LEAF · FireDex · LRAD · FLIR · 5.11 · TACTICAL ELECTRONICS · KUSTOM SIGNALS, INC. · CMC RESCUE · Aimpoint · HH · RKI INSTRUMENTS

Public Safety and Emergency Preparedness Equipment

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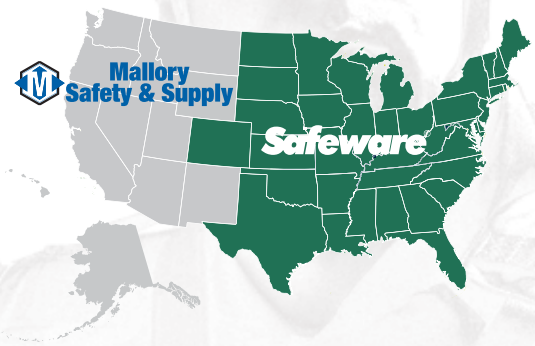
Public Safety and Emergency Preparedness Equipment

WHAT

Sponsored by 5 National Sponsors and over 90 state and regional organizations, U.S. Communities is a nonprofit government purchasing cooperative group that offers reduced costs on goods and services through competitively solicited contracts awarded to lead public agencies.



WHO

U.S. Communities has over 55,000 participating agencies, from both the public and nonprofit sectors.

Generally, he following angencies are eligible to use the U.S. Communities Progam:

- Counties, Cities, Towns and Villages
- Special Districts (e.g., Fire, Sewer, Water, etc.)
- Public Schools including: K-12, Community Colleges, Universities, Technical and Vocational
- State Agencies
- Other Local Governments
- Nonprofit Corporations (including Private K-12, Private Colleges and Universities)

WHY

The U.S. Communities contract is competitively bid. Public agencies are able to eliminate the bid process through the Joint Powers Authority of Cooperative Procurement Authority and purchase their supplies and services at a reduced cost. Agencies that use this contract experience on average a 5% savings over traditional procurement practices in process alone.

HOW

Registration is simple and free. If you are not currently participating with U.S. Communities go to: www.uscommunities.org

If you are already a U.S. Communities participant, and would like to purchase from Safeware-Mallory go to: www.safewareinc.com

Safeware, Inc. of Lanham, Maryland and Mallory Safety and Supply of Portland, Oregon have partnered to form the team of Safeware-Mallory for the purpose of providing U.S. Communities participants with the highest level of expertise and service in Public Safety.

Both Safeware and Mallory are nationally recognized industry leaders in the distribution and servicing of this market segment. The two companies have had a long history of working together. Most importantly they share core values, professionalism and a deep sense of responsibility to their customers. Their many synergies along with a strong background in distribution, emergency preparedness equipment, and response will be of great benefit to U.S. Communities.

The Safeware-Mallory Team brings national coverage and regional expertise to all agencies. We are committed to providing all customers with an exceptional selection of safety products and expertise, combined with the support of service and response, for a total safety solution.

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GOVERNMENT PURCHASING ALLIANCE

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Lakeland

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PELICAN

MUSTANG SURVIVAL

RAE SYSTEMS by Honeywell

SCOTT SAFETY

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AIR COMPRESSORS
- BAUER Compressors
- Scott Safety

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- Bio Shield Technologies
- Field Forensics
- FLIR Detection
- MSA
- RAE Systems
- Response Biomedical
- Smiths Detection

CBRNE - CHEMICAL
- Arizona Instrument
- Biosystems
- BW Technologies
- CANBERRA
- Chemring
- Crowcon
- Draeger
- FLIR Detection
- GFG Instrumentation
- Morphix Technologies
- MSA
- NEXTTEQ
- Proengin
- RAE Systems
- RKI Instruments
- Scott Instruments
- SEER Technology
- SENSIT Technologies
- Smiths Detection
- TrueTech
- WB Johnson

CBRNE - EXPLOSIVE
- Field Forensics
- FLIR Detection
- Morphix Technologies
- Morpho Detection
- MSA
- RAE Systems
- Smiths Detection
- WB Johnson

CBRNE - NUCLEAR
- Berkeley Nucleonics
- MSA
- RAE Systems
- Smiths Detection

CBRNE - RADIOLOGICAL
- Berkeley Nucleonics
- CANBERRA
- FLIR Detection
- Mirion Technologies
- MSA
- POLIMASTER
- RAE Systems
- Smiths Detection
- WB Johnson

COMMUNICATIONS
- Atlantic Signal
- CavCom
- LEADER
- MSA
- Peltor
- Savox
- Scott Safety

DECONTAMINATION SYSTEMS
- Decon7
- DuPont
- Force1Decon
- Intelagard
- TrueTech

EMS EQUIPMENT
- Ambu
- Reeves EMS
- Skedco
- Stryker EMS

EQUIPMENT STORAGE
- 5.11 Tactical
- BLACKHAWK!
- Evac Systems
- Hallowell
- OK-1
- Pelican
- R&B Fabrications
- Ready Rack
- Ziamatic

EYEWEAR
- Crossfire Safety
- Edge Eyewear
- ESS
- Paulson Mfg.
- Pyramex Safety
- Radians
- Uvex
- Wiley X
- Wolf Peak

FIRE EXTINGUISHERS
- Buckeye
- Cold Fire Tactical
- Intelagard
- Kidde
- North American Rescue

FIRE TRAINERS
- Draeger
- Kidde Fire Trainers

FIRST AID & TRAUMA
- Certified Safety
- H&H Medical
- North
- North American Rescue

FLASHLIGHTS & ILLUMINATION
- Aircraft Dynamics
- Airstar Safety
- Air Systems
- Brite-Strike
- FoxFury
- Pelican
- Streamlight
- UK International
- Will-Burt

FOAM & SUPPRESSANTS
- ANSUL
- Combat Support Products
- Intelagard
- Kidde Dual Spectrum
- Kidde Fire Fighting
- National Foam

FOOTWEAR
- 5.11 Tactical
- Danner
- Diamondback Fire & Rescue
- Fire-Dex
- HAIX
- Onguard Industries
- Tingley Rubber

GLOVES & ACCESSORIES
- Alliance Fire & Rescue
- HexArmor
- MCR Safety
- Mechanix Wear
- North
- Shelby Gloves
- Valeo

HAZMAT PPE
- Ansell Protective
- DuPont
- Kappler
- Kimberly-Clark
- Lakeland
- RST

HEAD PROTECTION
- Bullard
- Cairns Helmets
- LEADER
- Pacific

HEAT DETECTION
- FLIR/Extech
- Metris Instruments

HOODS
- Alliance Fire & Rescue
- Chicago Protective Apparel
- National Safety Apparel
- PGI

HYDRATION & COOLING
- CamelBak
- Ergodyne
- TechNiche International

INCIDENT COMMAND & MANAGEMENT
- Activu
- D4H
- NowForce
- Salamander
- SceneDoc

LADDERS
- Duo-Safety
- Little Giant

LEATHER PRODUCTS
- 5.11 Tactical
- Aker Leather
- Boston Leather

MASS COMMUNICATIONS
- 308 Systems
- Everbridge
- LRAD

NOZZLES & FITTINGS
- ANSUL
- Elkhart Brass
- Kochek
- Niedner
- Red Head Brass
- Task Force Tips

OPTICS
- Bushnell

RESCUE EQUIPMENT
- PGI
- Prospan

SCBA
- Avon Protection
- Draeger
- Interspiro
- MSA

SPILL CONTROL
- CEP
- Edwards & Cromwell
- Imbibitive Technologies
- MBT
- NPS
- SPC
- UltraTech International

SURVEILLANCE & AERIAL MONITORING
- FLIR
- Leptron

TECHNICAL RESCUE
- BlueWater Ropes
- CMC Rescue
- Junkin Safety
- Paratech
- Phoenix Rescue
- PMI Rope
- Yale Cordage

THERMAL IMAGING CAMERAS
- FLIR
- MSA

TOOLS
- 5.11 Tactical
- Ampco
- BLACKHAWK!
- Fire Hooks Unlimited
- Husqvarna
- Nicol Hose Hook Co.
- Nupla
- Paratech
- Power Hawk
- RIT Rescue & Escape Systems

TRAFFIC SAFETY & HI-VIZ
- Eflare
- Lakeland
- ML Kishigo

TRAINING EQUIPMENT
- Simulaids

TURNOUT GEAR
- Fire-Dex
- Lakeland
- Veridian

UNIFORMS & APPAREL
- 5.11 Tactical
- Benchmark
- DRIFIRE
- Lakeland
- LION
- Propper
- Spiewak
- TECGEN
- TRU-SPEC

USAR
- LEADER
- TECGEN
- True North
- Wolfpack Gear

VEHICLE LIGHTS & LIGHTBARS
- North American Signal
- Will-Burt

VEHICLES
- ICS
- Polaris

VENTILATION
- LEADER
- Tempest Technology

WATER & SWIFT WATER RESCUE
- Ansell Protective
- Aquabotix Technology
- CMC Rescue
- Mustang Survival
- NRS
- Rescue ONE Boats
- Stearns
- Switlik
- Zodiac

WEATHER MONITORING
- Airmar
- Coastal Environmental

WILDLAND GEAR
- 5.11 Tactical
- Lakeland
- Nupla
- PGI
- TECGEN
- True North
- TRU-SPEC
- Wolfpack Gear

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TENACIOUS
ergodyne
WORK GEAR

NATIONAL SAFETY APPAREL®

CONFINED SPACE
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- Allegro Industries
- Biosystems
- BW Technologies
- Capital Safety (DBI-SALA & Protecta)
- CMC Rescue
- Draeger
- E.D. Bullard
- Ergodyne
- Guardian Fall Protection
- Miller
- MSA
- RAE Systems
- RKI
- Savox
- Scott Safety
- Sellstrom
- Speakman
- Uvex
- VisionAid

ELECTRICAL SAFETY/ ARC FLASH
- Benchmark
- Bulwark
- Nasco Industries
- National Safety Apparel
- Neese Industries
- Salisbury
- Stanco
- Steel Grip
- Stewart R. Browne Manufacturing

ERGONOMICS & MATTING
- 3M
- Allegro Industries
- The Andersen Co.
- Chase Ergonomics
- Ergodyne
- Occunomix
- Superior Matting/NoTrax

EYE/FACE PROTECTION
- 3M
- Chums
- Crews Glasses
- Crossfire Safety
- Elvex
- ERB Industries
- Haws
- Jackson Safety
- Kimberly-Clark
- MSA
- North
- PIP
- Pyramex Safety
- Radians
- SAS Safety Corp.

FACILITY ID/SIGNS
- Accuform Signs
- Brady
- Harris Industries
- National Marker

FALL PROTECTION
- 3M
- Capital Safety (DBI-SALA & Protecta)
- FallTech
- Guardian Fall Protection
- Miller
- MSA

FIRST AID/AEDS
- Cardiac Science
- Certified Safety
- H&H Medical
- Junkin Safety
- North
- ZOLL Medical

FOOT/LEG PROTECTION
- Allegro Industries
- Danner
- Ellwood Safety
- Impacto
- LaCrosse
- North
- Onguard Industries
- Servus
- Tingley Rubber

HAND/ARM PROTECTION
- Best Glove
- ERB Industries
- Ergodyne
- Impacto
- Kimberly-Clark
- MAPA Spontex
- Mechanix Wear
- Memphis Gloves
- North
- Occunomix
- PIP
- The Safety Zone
- SAS Safety Corp.
- Stockhausen
- Superior Glove
- Valeo
- Wells Lamont
- West Chester

HEAD PROTECTION
- 3M
- CMC Rescue
- E.D. Bullard
- Elvex
- Fibre-Metal
- Kimberly-Clark
- MSA
- North
- PIP

HEARING PROTECTION
- 3M
- CavCom
- Elvex
- Howard Leight
- Moldex
- MSA
- Peltor
- Radians
- Savox

HI-VISIBILITY
- Ergodyne
- Lakeland
- ML Kishigo
- Mutual Industries
- Nasco Industries
- Neese Industries
- Occunomix
- PIP
- RamStar Safety
- River City Garments
- Tingley Rubber
- VizCon

HYDRATION/COOLING
- Camelbak
- Ergodyne
- Igloo Products
- Occunomix
- PIP
- Sqwincher

INSTRUMENTATION/ TESTING
- Biosystems
- BW Technologies
- Crowcon
- Draeger
- Gasco
- GFG Instrumentation
- Honeywell Analytics
- MSA
- Quest Technologies
- RAE Systems
- RKI
- Scott Safety
- SENSIT Technologies

LIGHTING & BATTERIES
- 8:12 Illumination
- Airstar Safety
- Air Systems
- Bright Star
- CMC Rescue
- Eflare
- FoxFury
- Pelican
- Rayovac
- Streamlight
- Underwater Kinetics

LOCKOUT/TAGOUT
- Brady
- Honeywell
- Master Lock

MATERIAL HANDLING/ FACILITY SAFETY
- 3M
- American Innotek
- Eagle Manufacturing
- Justrite Manufacturing
- Kimberly-Clark
- Louisville Ladder
- Quantum Storage Systems
- UltraTech

OUTDOOR & SEASONAL
- ARI
- Certified Safety
- CoreTex Products

PROTECTIVE CLOTHING
- Arborwear
- DuPont
- Elvex
- Kappler
- Kimberly-Clark
- Lakeland
- National Safety Apparel
- Onguard Industries
- River City Garments
- Stanco
- Steel Grip
- Tingley Rubber
- West Chester

RESPIRATORY PROTECTION
- 3M
- Air Systems
- Allegro Industries
- Draeger
- E.D. Bullard
- Honeywell
- Kimberly-Clark
- Moldex
- MSA
- North
- Scott Safety
- Sundstrom Safety

SPILL CONTROL
- CEP
- Green Stuff
- Imbiber
- Meltblown Technologies
- Oil-Dri
- SPC

TRAFFIC CONTROL
- Accuform Signs
- Bone Safety Signs
- Checkers Industrial Products
- Cortina Safety Products
- Dicke Safety Products
- Harris Industries
- JBC Safety
- Mutual Industries
- Plasticade
- RamStar Safety
- VizCon
- Wanco

WELDING
- 3M
- Fibre-Metal
- Kimberly-Clark
- MSA
- North
- Weldas

WORKWEAR/TOOLS/ SUPPLIES
- Ampco Safety Tools
- Bulwark
- Carhartt
- Ergodyne
- Husqvarna
- Jameson
- Mutual Industries
- Nasco Industries
- Red Kap

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Apparatus Equipment

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- Electric, Cords, Flash Lights Generators, Lighting, Reels
- Fire Extinguishers
- Hose, Ladders, Nozzles
- Hydrant Tools, Accessories
- PPV, Electric, Gas
- Rehab, Cooling, Hydration, Misting
- Saws, Chain, Cut Off
- Salvage Covers
- Signals, Cones, Flares, Lighting, Sirens
- Stabilizing, Cribbing, Chocks, Decking, Matting
- Thermal Imaging Cameras
- Tools, Air, Cordless, Entry, Hand, Power
- Valves, Fittings, Plugs, Caps

Brands

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Allegro
Amerex
Ames-True
A-Tools
BRK
Camelbak Drink
Checkers
Chicago Pneumatic
Collins
Council
Cox
Duo-Safety
Eflare
Ergodyne
Federal
Fire Axe
Fire Research
Hannay
Havis-Shields
Highway Fusees
Hooligan
Husqvarna
HYDRARAM
Igloo
Ingersoll Rand
JET
J-Rod
Kidde
K-Tools
Leader
Louisville
LZKit
MSA
Norton
NoTrax
Nupla
Koehler
Pelican
PROTO
Rowco
R-Tools
Schaefer
Sqwincher
Stanley
Starrett
Streamlight
Super Vac
Temper
Tempest
Terminator
Tomar
Turbo Flare
Turtle Plastics
TurtleTile
Unifire
Unitrol
Unity
Vinyl & Canvas (various styles and brands)
Werner
Whelen
Woodhead
Worden
Ziamatic

Confined Space & Rope Rescue & USAR

- Tools, Air, Cordless, Hand, Power
- Cutting, Blades, Chain, Wheels
- Electric, Cords, Flash Lights Generators, Lighting
- Fall Protection, Belts, Carabiners, Hardware, Harnesses, Rope
- Communications Kits, Cameras, Sound
- PPE, Clothing, Eye, Gloves, Hearing, Helmets
- Litters & Litter Systems
- Marking Products & Paint

Brands

Akron
AOSafety
Black&Decker
Bosch
Cascade
CavCom
CCI
Channel Lock
Chicago Pneumatic
Crescent
DBI Sala
DeWalt
Dixon
Fire Innovations
First-In
Gear 911
H.K. Porter
Jackson
Junkin
Klein
Krylon
Laerdal
Leader
LSP
Mag-Lite
Markal
MCR
Miller
Milwaukee
MSA
Mustang Survival
North
Norton
Pelican
PMI
Proto
Ridgid
Ringers
RIT Bag
Rust-oleum
Sensear
SENSIT Technologies
Sked
Smith & Wesson
Stanley
Starrett
Streamlight
True North
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PELICAN · Cairns · JUSTRITE · FireDex Protection for the Heat of the Battle

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For more information please call:
800.713.4888

Mallory Safety & Supply

First Aid and Rehab Products

- AEDs, Automatic Defibrillators, CPR Face Shields
- Back Boards, Collars, Litters
- Bee & Wasp Repellants
- Blankets, Emergency
- Bodily Fluid Clean Up Kits
- Burn Care Kits, Compresses, Hot & Cold
- Cleaners, Face Masks, Gloves, Sanitizers
- Drench Hose and Faucets
- Eye Wash Stations
- First Aid Kits & Stations
- Hydration & Cooling

Brands

3M
Allegro
Ansell
BEST
Biosystems
Camelbak
Chameleon
Cool Draft Misting
Crew-Boss
Drager
Drink
Ergodyne
FIS
Gastec
Gator
Igloo
ISC
Justrite
KleenGuard
Lakeland
Lumidor
MCR
Memphis
MITI
MSA
North
ONEGlove
OnGuard
ProShield
RAE
Red Head
Schaefer
Sperian
Sqwincher
Super Vac
Tingly
Viking
Western Shelter

RAE

Hazmat & Monitoring

- Berms & Tanks & Pallets
- Breathing Apparatus SCBA, Gas Detection
- Boots, Coveralls, A,B,C and D PPE
- Decontamination & Kits
- Sorbents & Wipes & Spill Kits
- Storage, Lockers, Cabinets

Brands

3M
Allegro
Ansell
BEST
Blauer
Biosystems
Camelbak
Chameleon
Cool Draft Misting
DBI Sala
Drager
Drink
Dupont
Ergodyne
FireTak
FIS
Gastec
Gator
Igloo
Industrial Scientific
ISC
Justrite
KleenGuard
Lakeland
Lumidor
MCR
Memphis
MITI
MSA
North
ONEGlove
OnGuard
PIG
ProShield
RAE
Red Head
Schaefer
Smith's Detection
SPC
SENSIT Technologies
Sperian
St. Gobain
Super Vac
Tingly
Viking
Western Shelter

Respiratory & Air Products

- Air Compressors
- Air Testing Equipment
- APRs & Filters & Masks
- Fit Testing
- SCBAs

Brands

3M
Air Systems
Allegro
MAKO
Moldex
MSA
North
OHD
Sperian
Instrumentation
Willson

FIRE-DEX, MSA

Slip-In Units & Tanks

- Foam Units
- Gas Engines & Pumps
- CAFS Systems
- Gel Units
- Hose Reels
- Light Vehicle & ATV Style Units
- Poly & Alum Tanks
- Slip-On Units

Brands

Akron
Brigge & Stratton
CAFS
CET
Cox
Elkhart
Fire-Dos
Foam Pro
Gorman-Rupp
Hale
Hannay
Honda
Kohler
Levan
MC Products
Mercedes
Metal Master
POK
Pro Poly
Pro-Tech
Robwen
Scotty
Thermo Gel
Waterous
Wick

**Mallory Safety and Supply is available to source and supply items not listed.*

Station Equipment

- Batteries
- Boot Dryers
- Chemicals & Adhesives & Lubricants
- Cleaning Solutions
- Janitorial Supplies
- Compressors & Generators
- Hose Tester, Tools
- Lockers, Racks, Tool Boxes
- Smoke Generators, Bottle Smoke

Brands

3M
Citro PPE
CRC
Dryfast
Duracell
Energizer
Faultless
Groves
Gunk
Honda
Kennedy
Knaack
Leader
Loctite
LPS
Lubriplate
Mako
Peet
Proto
Rayovac
ReadyRack
Rice
Super Vac
Tempest
Unifire
WD-40
Winsol
Yamaha
Zep

Water Flow Products

- Adapters, Couplings, Gaskets
- Brackets & Mounts
- Educators, Strainers, Valves, Wyes, Siameses
- Fire Hose, Booster, Discharge
- Hose, Rollers, Testing, Washers
- Foam & Gel
- Monitors, Nozzles
- Portable Tanks
- Pumps, Slide In Units
- Spanners & Wrenches

Brands

Action
Akron
AWG
C&S Supply
CET
Chemguard
Coupling
Elkhart
EZ Hose Roller
FireAde 2000
Fol-Da-Tank
Groves
Hale
Harrington
High Water
Hose
Key
Kochek
Mercedes
North American Fire Hose
Phos-chek
POK
Red Head
Rice
S & H
Scotty
Snap-Tank
Storz
Thermo-Gel
Wick
Ziamatic

Wildland Firefighting Equipment

- Band-It Tools, Hose, Nozzles, Reels, Strainers, Tees, Valves
- Burn Over Curtains
- Chain Saws, Chaps, Wire Screen Goggles
- Clamps, Fill Meters, Portable Pumps, Tanks, Wrenches
- Drip Torches, Gas Containers
- Ear Protection, Fire Shelter, Shrouds
- Flagging Tapes & Barricade
- Gel, Foam Equipment
- Headlamps & Flashlights
- Portable Pumps, Fill Meters, Tanks
- PPE, Boots, Clothing, Helmets, Gloves, Eye Protection, Radio Harnesses
- Tools, Brackets, Covers, Hand, Files, Pulaski, Shovels
- Weather & Wind Meters, Web Gear & Day Packs

Brands

Action
Akron
Allegro
Alliance
AWG
Bacharach
Bahco
Bands
Blitz
Bouton
Buckles
Bullard
C&S Supply
Camelbak
Canteens
CET
Clamps
Cool Draft Misting
Cox
Crew-Boss
Danner
Davis
Delmhorst
Dri-Fire
Drink
Dwyer
Eagle
Elkhart
Elvex
Ergodyne
ESS
Fire-Dex
Firetak
FIS
Fol-Da-Tank
Gear 911
Gorman-Rupp
Grobet
Hale
Hannay
Harrington
High Water
Hot Shield
Husqvarna
Igloo
Kestrel
Key
Kochek
Liberty North Star
Mallory
MC Products
Mercedes
Nicholson
North
North American
NUPLA
Pelican
Peltor
POK
PROTO
Pullson
Red Head
RED OSHA
Ridgid
S&H
Scepter
Schaefer
Scotty
Skymate
Snaptank
Sqwincher
Stanley
Storm King Mountain
StreamLight
The Xcaper
Thermo Gel
Thorogood
True North
TrueTemper
Ultra Shroud
Underwater Kinetics
Waterous
Whiffs
Wickman

**Mallory Safety and Supply is available to source and supply items not listed.*

Mallory Safety & Supply

Fire and Rescue

AVAILABLE SERVICES

- Adapters, Couplings, Gaskets
- Annual contracts for testing and inspection of Apparatus Pumps, Confined Space Equipment, Fire Hose, Flow Test SCBAs, Ladders, Level A Suits
- On-site and Shop Services and Repairs, Gas Detection Instrumentation, Hose Coupling and Repair, Pumps, Foam Systems, Fall Protection Equipment
- Custom Fabrication Shop, Slip On Units, Tanks, Trailers, Type VI
- Blanket Order Programs, Consigned Inventory, Custom Catalogs, EH&S Staffing, Integrated Supply, Job Site Supply, Regional/National Programs, Safety/MRO Vending Systems, Vendor Managed Inventory
- Emergency Management and Equipment Surveys, Safety Meetings, Fitting Assistance, Analysis, Cost Analysis/Reduction, Product Usage Analysis, Summary Billing
- Rental Equipment

U.S. COMMUNITIES
GOVERNMENT PURCHASING ALLIANCE

Mallory Safety and Supply is proud to be the U.S. Communities supplier partner for Public Safety and Emergency Preparedness solutions catering to Law Enforcement, Homeland Security, EMS, and Fire agencies. Our contract has been competitively solicited by lead public agency County of Fairfax, VA and is available to be piggybacked by public agencies nationwide, thereby eliminating the need for your agency to go through the formal bid process.

REGISTER AND START SAVING TODAY!

To sign up: **www.safewaremallory.com**

Contract #: 4400001839/LPA: County of Fairfax, VA

MAKO
CREWBOSS ALWAYS MADE IN THE USA
ONESUIT
Danner SINCE 1932
FireAde 2000
OHD Occupational Health Dynamics
WESTERN SHELTER
LEADER North America
MUSTANG SURVIVAL
DRAGONWEAR
Thorogood SHOES Since 1892
vetter
FIRE INNOVATION

**Mallory Safety and Supply is available to source and supply items not listed.*

Fremont, CA
44380 Osgood
Fremont, CA 94539

San Bernardino, CA
236 W. Orange Show Rd.
Suite 103
San Bernardino, CA 92408

Longview, WA
1040 Industrial Way
Longview, WA 98632

Seattle, WA
5510 E. Marginal Way S.
Seattle, WA 98134

Portland, OR
2135 NW 21st Ave
Portland, OR 97210

Spokane, WA
15310 E. Marietta
Suite 5
Spokane Valley, WA 99216

SAVE THE DATE!
Friday, August 23, 2013

INTELLIGENCE NOW!
Lunch and Learn

Latest Technology and Product From:

Blauer · Field Forensics · RAE Systems · Kustom Signals, Inc. · 3M · Avon Protection · OHD · Quantifit

Presentations: 15 - 20 Minutes

Blauer- Protective Ensembles for CBRN and Hazmat Incidents
Quantifit- Gold Standard in Respirator Fit Testing
RAE Systems- Intelligent Gas Detection Systems and Wireless Connected Sensor Systems
Field Forensics- Trace Explosive Detection Kits and Drug Identifiers
Kustom Signals- Laser, Radar and Video Vehicle Solutions
Avon- Global Leader in Respiratory Protection
3M PIPS- Advanced License Plate Recognition Technology

Time: 12 noon - Lunch Served - No Cost to Attend

RSVP online
www.MalloryNow.com/events

Location:
Los Angeles Police Academy
1880 North Academy Drive
Los Angeles, CA 90012

Mallory Public Safety
Fire • Law Enforcement • Emergency Services • Government • Military
A Division of Mallory Safety & Supply

Please RSVP by Fri Aug 23
Contact Allison Windsor at 818-644-9484/awindsor@malloryco.com

FENTANYL

A Crisis for Public Health and Public Safety Leadership

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OUTFITTING THE FEARLESS SINCE 1979

AGENDA (10 AM – 3:30 PM):

- Background/Fentanyl Hazards
- Personal Protective Equipment
- IAB Recommendations
- Decontamination and Doffing Demonstrations
- Detection Technologies
- ***Lunch To Be Provided***

PARTICIPANTS WILL:

- Understand the actual threats posed by Fentanyl and Fentanyl Analogues
- Understand the need to develop capabilities
- Understand the requirements and limitation of personal protective equipment
- Understand the IAB recommendations and how to apply them
- ***35-50 Participants***

"With fentanyl, emotions got ahead of the science."

David Ladd, Member of IAB and Owner of Blackthorne Services Group, LLC

BSG
CBRNE

SAFEWARE-MALLORY

COST PROPOSAL FOR

RFP#2000002547

COMPETITIVE SOLICITATION

BY FAIRFAX COUNTY, VA

FOR

PUBLIC SAFETY AND EMERGENCY PREPAREDNESS EQUIPMENT AND RELATED SERVICES

ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES

AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES

GOVERNMENT PURCHASING ALLIANCE

COPY

1. PRICING SHEET – SEE ATTACHMENT C

2. MARKET BASKET – SEE ATTACHMENT C

3. REFERENCE TO THE CATALOG PRICE

The proposed pricing is based on Safeware-Mallory's Catalog Price with a 41% discount. Due to the vastness of the scope of the contract and the number of suppliers that manufacture products across multiple product categories in the scope, a single discount per product group or even multiple discounts dependent on manufacturers would be difficult to administer. Manufacturer discounts are based off of different criteria, and often differ greatly within a singular price list. Therefore, for the convenience of Agency Buyers, discounts are taken from Safeware-Mallory's Published Catalog Price Lists at a fixed rate of 41% across all product groups. Net pricing to U.S. Communities includes the 2% administrative fee proposed for in this RFP.

- See Attachment 1 for Safeware-Mallory Service Pricing
- See Appendix B for Safeware-Mallory Price files with USC pricing

4. MOST FAVORABLE PRICING

The quoted price for all categories is the most favorable offered to state and local agencies. Some items may be purchased on at a very large quantity on a one time basis. Such pricing will be made available to U.S. Communities customers if they purchase in a similar volume.

5. PRICE ADJUSTMENTS

Pricing will remain firm fixed for a period of 365 days from the execution of the contract. Safeware-Mallory reserve the right to raise prices based on the Consumer Price Index (CPI-U) or a manufacturer/supplier change in price whatever is higher. Safeware-Mallory will provide (1) the cause for the adjustment (2) proposed effective date and (3) the amount of the change requested with documentation to support the requested adjustment such as CPI-U or manufacturer or supplier cost change. Price decreases will be made in accordance with paragraph 39 of the General Conditions & Instructions to Offerors (Appendix C).

6. SHIPPING

All Proposed Pricing includes standard freight for example UPS and FedEx standard ground shipping.

7. SPECIAL SHIPPING

Expedited shipping specifically requested by the customer such as UPS Next Day or special services including courier delivery, will be billed actual freight charges. Hazardous shipments as defined by US Department of Transportation will be billed the hazardous material shipping fees.

BINDER INDEX

BINDER 1

- 3M LE Ceradyne
- 3M Occupational Health & Safety
- 5.11 INC

BINDER 2

- Anchor Industries
- Angel Amor
- ARI
- Armadillo Merino
- Amor Express
- Atlantic Signal
- Avon Protection
- Bakercorp
- Blackhawk
- Blauer MFG Co
- Cardiac Science
- CavCom
- Chinook Medical Gear
- CMC Rescue
- Condor Outdoor
- Cortex

BINDER 3

- DH Wireless
- Dupont Personal Protection
- EO Tech Inc
- Fire Service Plus
- Gentex Corporation
- H&H Medical
- Honeywell Analytics-BW Tech
- JBC Safety
- Kappler
- Lion Apparel
- MCR Safety
- Meridian Medical

BINDER 4

- MSA Industrial
- Mustang Survival
- Night Ops Tactical Inc
- North American Rescue
- Oil-Dri Corporation of America
- Pelican Products
- Physio-Control

BINDER 5

- PIP Protective Industrial
- Polimaster, Inc.
- Pro Warrington
- PROTECH Hard Armor
- RAE Systems
- Revision Military
- RKI
- Safeware
- Scorpion PPE

BINDER 6

- Scott Safety
- Super Seer Corporation
- Tecgen PPE (Fire-Dex)
- Trellchem – Saint Gobain
- United Shield
- Yaffy
- Z-Medica

ATTACHMENT C
PRICING SHEET

DISCOUNT BY PRODUCT CATEGORY

Instructions:

For each category listed, provide pricing using a fixed percentage or margin from a standard index or other objectively verifiable criteria. State methodology for pricing along with a fixed discount percentage or margin. For any Services, provide a separate sheet with price breakdowns for each service/solutions offered.

	Pricing Methodology Used	Discount Percent	or	Margin	or	Other Verifiable Criteria	*State Other Verifiable Criteria if used
Product Categories:							
Personal Protective Equipment (PPE)	Uniform Discount off of Catalog List	41%					
Explosive Device Mitigation and Remediation Equipment							
Environmental Monitoring							
CBRNE Search & Rescue Equipment							
Interoperable Communications Equipment							
Detection Equipment							
Decontamination Equipment							
Hazardous Materials Storage							
Spill Control and Containment							
Physical Security Enhancement Equipment							
Surveillance, Warning, Access/Intrusion Control							
Explosion Protection							
Fire and Emergency Response							
Traffic Safety							
Facility Safety and Maintenance							
Fall Protection and Confined Space							
Medical and First Aid Supplies							
CBRNE Reference Materials							
Automated External Defibrillators (AEDs)							

ATTACHMENT C
PRICING SHEET

DISCOUNT BY PRODUCT CATEGORY

Instructions:
For each category listed, provide pricing using a fixed percentage or margin from a standard index or other objectively verifiable criteria. State methodology for pricing along with a fixed discount percentage or margin. For any Services, provide a separate sheet with price breakdowns for each service/solutions offered.

	Pricing Methodology Used	Discount Percent	or	Margin	or	Other Verifiable Criteria	*State Other Verifiable Criteria if used
Ammunition/Less than Lethal Munitions	Uniform Discount off of Catalog List	41%					
Civil Disturbance Gear							
Dive Gear/Underwater Recovery/Water Safety							
Police Fleet Management Products							
Law Enforcement Software							
Public Safety Aviation - Helicopters							
Public Safety Uniforms							
Vehicles							
Trainers and Training Equipment							
Vending Solutions							
Related Services	Provide separate sheet for Related Services as indicated in Instructions.						
Other Non-Listed Public Safety, Law Enforcement and Fire Equipment	Uniform Discount	41%					

Supplier Name: SAFEWARE, INC & MALLORY

Supplier Signature: [signature]

ATTACHMENT C
PRICING SHEET

PROPOSERS MUST ALSO COMPLETE THE MARKET BASKET , WHICH IS POSTED AS A SEPARATE DOCUMENT IN EXCEL FORMAT. FAILURE TO COMPLETE THE MARKET BASKET SHALL RESULT IN DISQUALIFICATION. MARKET BASKET PRICING SHOULD BE REFLECTIVE OF THE DISCOUNTS OFFERED IN THE PRICING MATRIX ABOVE.

Safeware-Mallory Market Basket
RFP #25000002547

Attachment C - Market Basket

Item Number	Manufacturer	Manufacturer Part Number	Supplier Number	Description	Category	UOM	Annual Usage	Manufacturer Part Number	Safeware-Mallory Catalog Part Number	UOM	Price List Title	Price List Page	Discount Offered (%)	Net Price After Discount
1	L-3 EOTech Commercial Products Group	245620-005	EOT 245620-005	M914A/PVS14 Omega FOM 1344	CBRNE Search & Rescue Equipment	EA	30	245620-005	EOT 245620-005	EA	Safeware-Mallory_EOTech Inc 03-07-2018	1	41%	$ 3,618.00
2	L-3 EOTech Commercial Products Group	ATP-000-A22	EOT ATP-000-A22	ATPIAL PEQ/15 Black, Low Profile	CBRNE Search & Rescue Equipment	EA	37	ATP-000-A22	EOT ATP-000-A22	EA	Safeware-Mallory_EOTech Inc 03-07-2018	1	41%	$ 1,155.00
3	MUSTANG SURVIVAL INC	MD3196SO	MD3196SO	Compact Tactical PFD (Automatic Hydrostatic Activation)	CBRNE Search & Rescue Equipment	EA	33	MD3196SO	MUS MD3196 SO 212	EA	Safeware-Mallory_Mustang Survival 03-01-2018	3	41%	$ 287.00
4	MUSTANG SURVIVAL INC	MD3183LE	MUSTA-MD3183LEBLKCHARCOAL	HIT Inflatable PFD for Law Enforcement	CBRNE Search & Rescue Equipment	EA	48	MD3183LE	MUS MD3183 LE 13	EA	Safeware-Mallory_Mustang Survival 03-01-2018	3	41%	$ 245.00
5	MUSTANG SURVIVAL INC	MD3188	MD3188	Inflatable Work Vest with HIT	CBRNE Search & Rescue Equipment	EA	100	MD3188	MUS MD3188 2	EA	Safeware-Mallory_Mustang Survival 03-01-2018	3	41%	$ 214.87
6	NightOps Tactical Inc.	00518NT	NIGTA-00518NT	BNVD-15 Gen 3 Omni VIII Unfilmed Binocular	CBRNE Search & Rescue Equipment	EA	10	00518NT	NOT 00518NT	EA	Safeware-Mallory_NightOps Tactical Inc 02-01-2018	2	41%	$ 8,193.00
7	NightOps Tactical Inc.	00106NT	NIGTA-00106NT	KIT AN PVS 14 GEN 3 AUTOGATED UNFILMED	CBRNE Search & Rescue Equipment	EA	17	00106NT	NOT 00106NT	EA	Safeware-Mallory_NightOps Tactical Inc 02-01-2018	1	41%	$ 3,880.00
8	PELICAN PRODUCTS, INC.	9430	9430Y	Pelican Remote Area Lighting System	CBRNE Search & Rescue Equipment	EA	15	9430Y	PEL 9430 YELLOW	EA	Safeware-Mallory_Pelican Products 003-01-2018	11	41%	$ 727.00
9	BW TECHNOLOGIES	MC2-XWHM-Y-NA	MC2-XWHM-Y-NA	GAS MONITOR MICROCLIP XT LEL 02 H2S CO	Detection Equipment	EA	117	MCXL-XWHM-Y-NA	BW MCXL-XWHM-Y-NA	EA	Safeware-Mallory_Honeywell Analytics-BW Tech 01-08-2018	45	41%	$ 471.65
10	General Atomics Electronic Systems	04404080001	GENAT-04404080001	DOSE GARD IV ASSEMBLY EXTENDED BATTERY	Detection Equipment	EA	50	04404080001	SFW GENAT-04404080001	EA	Safeware-Mallory_Safeware 03-01-2018	13	41%	$ 250.00
11	Polimaster Inc	1703GNM	PM 1703GNM	Personal Combined Radiation Detector/Dosimeter	Detection Equipment	EA	24	PM 1703GNM	POL PM 1703GNM	EA	Safeware-Mallory_Polimaster, Inc. 02-16-2018	1	41%	$ 3,145.00
12	Polimaster Inc	1703 MO-1	PM 1703 MO-1	Personal Combined Radiation Detector/Dosimeter	Detection Equipment	EA	73	PM 1703 MO-1	POL PM 1703 MO-1	EA	Safeware-Mallory_Polimaster, Inc. 02-16-2018	1	41%	$ 1,388.00
13	Polimaster Inc	PM1610B	POLIN-PM1610B	X-Ray and Gamma Personal Dosimeter	Detection Equipment	EA	107	PM 1610B	POL PM 1610B	EA	Safeware-Mallory_Polimaster, Inc. 02-16-2018	1	41%	$ 466.00
14	RAE Systems	MBB3-A1C112E-020	RAE MBB3-A1C112E-020	MultiRAE Gas Detector	Detection Equipment	EA	14	MBB3-A1C112E-020	RAE MBB3-A1C112E-020	EA	Safeware-Mallory_RAE Systems 03-01-2018	58	41%	$ 2,890.58
15	RKI Instruments	72-0290-22-C	RKI 72-0290-22-C	GX-2012,4-sensor,LEL/Oxy/CO/H2S,with Li-ion battery pack/c	Detection Equipment	EA	13	72-0290-22-C	RKI 72-0290-22-C	EA	Safeware-Mallory_RKI 03-01-2018	9	41%	$ 1,050.00
16	RKI Instruments	72-0314RK	RKI 72-0314RK	GX-2009 Gas Monitor without Charger	Detection Equipment	EA	17	72-0314RK	RKI 72-0314RK	EA	Safeware-Mallory_RKI 03-01-2018	9	41%	$ 482.00
17	United Shield International, LLC	SPECOPSDELTA-SW-BOA LG ODG	USI SPECOPSDELTA-SW-BOA LG ODG	Spec Ops Delta Helmet, Size LG OD Green	Explosive Device Mitigation and Remediation Equipment	EA	19	SPECOPSDELTA-SW-BOA LG ODG	USI SPECOPSDELTA-SW-BOA LG ODG	EA	Safeware-Mallory_United Shield 03-01-2018	8	41%	$ 657.00
18	BakerCorp	DISCHARGE HOSE	BAK DISCHARGE HOSE	6inx50ft Discharge Hose, Red Heavy	Facility Safety and Maintenance	EA	67	DISCHARGE HOSE	BAK DISCHARGE HOSE	EA	Safeware-Mallory_BAKERCORP Inc 03-01-2018	1	41%	$ 768.00
19	CMC	500104	CMC 500104	CMC Rescue Aztek Pro System	Fall Protection and Confined Space	EA	20	500104	CMC 500104	EA	Safeware-Mallory_CMC Rescue 03-01-2018	16	41%	$ 364.00
20	CMC	333000	CMC 333000	MPD (Multi-Purpose Device) Pulley, Rescue Belay, Descent C	Fall Protection and Confined Space	EA	24	333000	CMC 333000	EA	Safeware-Mallory_CMC Rescue 03-01-2018	10	41%	$ 603.00
21	CMC	202834	CMC 202834	Harness, Helix Black MED	Fall Protection and Confined Space	EA	30	202834	CMC 202834	EA	Safeware-Mallory_CMC Rescue 03-01-2018	4	41%	$ 371.00
22	CMC	300221	CMC 300221	CMC PROSERIES ALUM LOCKING D CARABINER	Fall Protection and Confined Space	EA	273	300221	CMC 300221	EA	Safeware-Mallory_CMC Rescue 03-01-2018	8	41%	$ 38.97
23	ANCHOR INDUSTRIES, INC	9003027	9003027	Fire Shelter - Large (Deployed size: Length: 96"; Height: 19-1/2	Fire and Emergency Response	EA	27	9003051	ANC 9003051	EA	Safeware-Mallory_Anchor Industries 03-01-2018	1	41%	$ 398.00
24	ANCHOR INDUSTRIES, INC	9003026	9003026	Fire Shelter - Standard (Deployed size: Length: 86"; Height: 15	Fire and Emergency Response	EA	100	9003050	ANC 9003050	EA	Safeware-Mallory_Anchor Industries 03-01-2018	1	41%	$ 345.00
25	FIRE SERVICE PLUS	AR33005	FIRES-AR33005	FIREADE AR-AFFF FOAM CONCENTRATE	Fire and Emergency Response	DR	75	FA2-AR33-005	FSP FA2-AR33-005	PA	Safeware-Mallory_Fire Service Plust (FSP) 03-01-2018	1	41%	$ 35.00
26	FIRE SERVICE PLUS	FA20005	FIRES-FA20005	FIREADE 2000 PLUS FOAM CONCENTRATE	Fire and Emergency Response	DR	371	FA2-005	FSP FA2-055	DR	Safeware-Mallory_Fire Service Plust (FSP) 03-01-2018	1	41%	$ 27.00
27	Fire-Dex	XC3T	TEC XC3T	TecGen Extreme Coverall level 3, See	Fire and Emergency Response	EA	47	XC1T	TEC XC3T (SIZE)	EA	Safeware-Mallory_TECGEN PPE (Fire-Dex) 03-01-2018	3	41%	$ 488.00
28	Honeywell	6006	PRO 6006	Pro Warrington " Tech Rescue Boot, PRO Series Model 6006	Fire and Emergency Response	EA	90	6006	PRO 6006 (SIZE)	PR	Safeware-Mallory_Pro Warrington 01-29-2015	1	41%	$ 290.00
29	Mine Safety Appliances Company	G1 PM/CM-T	MSA G1 PM/CM-T	MSA Telemetry Accountability System	Fire and Emergency Response	EA	128	G1 PM/CM-T (item free of charge)	MSA G1 PM/CM-T	EA	Safeware-Mallory_MSA Industrial (13401) 03-01-2018	249	41%	$ -
30	Scott Safety	200972-01	SCO 200972-01	Cylinder & Valve, CGA, Carb, 60/5500	Fire and Emergency Response	EA	26	200972-01	SCO 200972-01	EA	Safeware-Mallory_Scott Safety 03-01-2018	37	41%	$ 1,419.29
31	Scott Safety	804722-01	SCO 804722-01	Carbon Cylinder, 4500 PSI, 45 Min	Fire and Emergency Response	EA	40	804722-01	SCO 804722-01	EA	Safeware-Mallory_Scott Safety 03-01-2018	81	41%	$ 1,080.00
32	Scott Safety	20121502	SCOTT-20121502	FACE MASK AV 3000 HT, Kevlar	Fire and Emergency Response	EA	683	201215-02	SCO 201215-02	EA	Safeware-Mallory_Scott Safety 03-01-2018	42	41%	$ 264.00
33	Scott Safety	804722-11	SCO 804722-11	Cylinder & Valve Assy, ST7, Carbon, 4500	Fire and Emergency Response	EA	160	804722-11	SCO 804722-11	EA	Safeware-Mallory_Scott Safety 03-01-2018	81	41%	$ 1,142.00
34	Scott Safety	X3415022200302	SCO X3415022200302	Scott Air Pak X3 SCBA	Fire and Emergency Response	EA	85	X3415022200302	SCO X3415022200302	EA	Safeware-Mallory_Scott Safety 03-01-2018	132	41%	$ 5,923.00
35	Scott Safety	200970-01	SCO 200970-01	Cylinder & Valve, QD, Carbon, 45/5500	Fire and Emergency Response	EA	155	200970-01	SCO 200970-01	EA	Safeware-Mallory_Scott Safety 03-01-2018	37	41%	$ 1,175.00
36	Atlantic Signal	ACH.VGN.49	ATL ACH.VGN.49	Comtac ACH Dual Comm Headset w/ Single	Interoperable Communications Equipment	EA	109	ACH.VGN.49	ATL ACH.VGN.49	EA	Safeware-Mallory_Atlantic Signal 03-01-2018	2	41%	$ 540.00
37	Atlantic Signal	PTT.WDS.49	ATL PTT.WDS.49	Warrior Push to Talk Assembly Dual Comm	Interoperable Communications Equipment	EA	80	PTT.WDS.49	ATL PTT.WDS.49	EA	Safeware-Mallory_Atlantic Signal 03-01-2018	21	41%	$ 473.00
38	Atlantic Signal	DSR.B05.LC	ATL DSR.B05.LC	D-Series: Motorola APX Series Radio	Interoperable Communications Equipment	EA	162	DSR.B23.LC	ATL DSR.B23.LC	EA	Safeware-Mallory_Atlantic Signal 03-01-2018	8	41%	$ 228.00
39	Atlantic Signal	AVN.GSK.49	ATL AVN.GSK.49	Electronic Comms Cable Kit for Avon	Interoperable Communications Equipment	EA	169	AVN.GSK.4C	ATL AVN.GSK.4C	EA	Safeware-Mallory_Atlantic Signal 03-01-2018	4	41%	$ 185.00
40	CavCom	OMNI SYSTEM/PTT-BC	CAV OMNI SYSTEM/PTT-BC	CavCom Omni Universal system	Interoperable Communications Equipment	EA	75	OMNI/PTT-BC-56	CAV OMNI SYSTEM/PTT-BC	EA	Safeware-Mallory_CavCom 03-01-2018	1	41%	$ 739.50
41	DH Wireless Solutions/Digital Highway	1102362	DH 1102362	Sierra Wireless, Modem, AirLink GX450 I/O LTE/EVDO/HSPA	Interoperable Communications Equipment	EA	42	1102362	DHW 1102362	EA	Safeware-Mallory_DH Wireless 03-01-2018	1	41%	$ 843.38
42	5.11 INC	56964 019	511 56964 019	BAG, RUSH MOAB 10 Black	Medical and First Aid Supplies	EA	463	56964 019	511 56964 019	EA	Safeware-Mallory_5.11 INC 03-01-2018	107	41%	$ 67.00
43	Physio Control	80427-000134	PHY 80427-000134	Physio-Control LIFEPAK® EXPRESS:	Medical and First Aid Supplies	EA	45	80427-000134	PHY 80427-000134	EA	Safeware-Mallory_Physio-Control 03-01-2018	12	41%	$ 1,066.00
44	ARI	61604	ARI 61604	Insect Repellent, Bug Barrier II, 6oz Ca	Medical and First Aid Supplies	EA	5053	61604	ARI 61604	CN	Safeware-Mallory_ARI 03-01-2018	1	41%	$ 4.55
45	Cardiac Science	9390A1001PSD	CARDI-9390A1001PSD	POWERHEART G3 PLUS AED	Medical and First Aid Supplies	EA	19	9390A-1001P	CSC 9390A-1001P	EA	Safeware-Mallory_Cardiac Science 03-01-2018	6	41%	$ 1,290.12
46	Cardiac Science	G5A-80A-P	CSC G5A-80A-P	Powerheart G5 AED Fully Auto Dual Lang	Medical and First Aid Supplies	EA	33	G5A-80A-P	CSC G5A-80A-P	EA	Safeware-Mallory_Cardiac Science 03-01-2018	12	41%	$ 1,455.00
47	Cardiac Science	9390A-1001	CARDI-9390A-1001	POWERHEART G3 PLUS AUTO, AED, AHA 2010,	Medical and First Aid Supplies	EA	58	9390A-1001P	CSC 9390A-1001P	EA	Safeware-Mallory_Cardiac Science 03-01-2018	6	41%	$ 1,290.12
48	CHINOOK MEDICAL GEAR INC	04640KIT	CHIME-04640KIT	Emergency Preparedness Medical Kit, 22"x14"x5"	Medical and First Aid Supplies	EA	167	04640KIT	CHI 04640	EA	Safeware-Mallory_Chinook Medical Gear 03-01-2018	1	41%	$ 166.70
49	Coretex Products, Inc.	12644	CRX 12644	Bug X Insect Repellent Towelette Box, 50 count	Medical and First Aid Supplies	BX	1137	16644	CRX 12644	CS	Safeware-Mallory_Cortex 03-01-2018	1	41%	$ 28.59
50	H&H Medical Corporation	HH10	SFW HH10	Tactical Operators Response Kit	Medical and First Aid Supplies	EA	467	HH10	SFW HH10	EA	Safeware-Mallory_H&H Medical 03-01-2018	2	41%	$ 134.00
51	H&H Medical Corporation	MET GEN III	H&H MET GEN III	MET Gen III Windless Tourniquet	Medical and First Aid Supplies	EA	2066	MET GEN III	H&H MET GEN III	EA	Safeware-Mallory_H&H Medical 03-01-2018	2	41%	$ 34.81
52	Meridian Medical	11704-370-01	MER 11704-370-01	CYANOKIT 5g Hydroxocobalamin for Inject	Medical and First Aid Supplies	EA	120	11704-370-01	MER 11704-370-01	EA	Safeware-Mallory_Meridian Medical 03-06-2018	1	41%	$ 821.00
53	North American Rescue, LLC	30-0001	NAR 30-0001	Combat Application Tourniquet (CAT)	Medical and First Aid Supplies	EA	3025	30-0001	NAR 30-0001	EA	Safeware-Mallory_North American Rescue 03-01-2018	1	41%	$ 23.40
54	Z-MEDICA	BTK	ZMEDI-BTK	BTK BELT TRAUMA KIT	Medical and First Aid Supplies	EA	133	261	ZME BTK	EA	Safeware-Mallory_Z-Medica 02-26-2018	2	41%	$ 60.35
55	Z-Medica, LLC	200	ZME 200	QuickClot Combat Gauze	Medical and First Aid Supplies	EA	333	200	ZME 200	EA	Safeware-Mallory_Z-Medica 02-26-2018	1	41%	$ 31.00
56	Argus	APH05G/1	ARG APH05G/1	Public Order Helmet, GRP Shell, (Color) (SZ)	Other Non-Listed Public Safety, Law Enforcement and Fire Equipment	EA	22	APH05G/1 (1-5)	ARG APH05G/1 (1-5)	EA	Safeware-Mallory_Gentex Corporation 03-01-2018	2	41%	$ 265.33
57	Argus	017T/3	ARG 017T/3	Public Order Helmet, (T), Black/Blue (Sz)	Other Non-Listed Public Safety, Law Enforcement and Fire Equipment	EA	85	017T/3 (00, 0, 5)	ARG 017T/3 (00, 0, 5)	EA	Safeware-Mallory_Gentex Corporation 03-01-2018	1	41%	$ 211.14
58	Armadillo Merino	21011	ARM 21011	Panther, DK NVY L/S Crew Neck Shirt (SZ)	Other Non-Listed Public Safety, Law Enforcement and Fire Equipment	EA	55	21011-15-(SZ)	ARM 21011-15-(SZ)	EA	Safeware-Mallory_Armadillo Merino 03-01-2018	1	41%	$ 65.12
59	Armadillo Merino	21352	ARM 21352	Johnnies2, (Color) Mens Long John Bottom, (SZ)	Other Non-Listed Public Safety, Law Enforcement and Fire Equipment	EA	64	21352-15-(SZ)	ARM 21352-15-(SZ)	EA	Safeware-Mallory_Armadillo Merino 03-01-2018	2	41%	$ 50.10
60	Gamber Johnson	GJ-7170-0550	CDW GJ-7170-0550	Gamber Johnson 500 Arm w/Shallow Clevis	Other Non-Listed Public Safety, Law Enforcement and Fire Equipment	EA	144	7170-0550	CDW GJ-7170-0550	EA	Safeware-Mallory_Safeware 03-01-2018	1	41%	$ 146.60
61	DMS	SLD1800INT	DMS SLD1800INT	Public Order Interlocking Long 6' shield	Other Non-Listed Public Safety, Law Enforcement and Fire Equipment	EA	35	SLD1800INT	DMS SLD1800INT	EA	Safeware-Mallory_Scorpion PPE 03-07-2016	2	41%	$ 201.66
62	DMS	FTPM	DMS FTPM	Public Order Metatarsal Guard, (SZ)	Other Non-Listed Public Safety, Law Enforcement and Fire Equipment	EA	161	FTPM	DMS FTPM (SZ)	PR	Safeware-Mallory_Scorpion PPE 03-07-2016	1	41%	$ 32.78
63	DMS	SHP/ARM	DMS SHP/ARM	Public Order Shoulder/upper arm guard,(SZ)	Other Non-Listed Public Safety, Law Enforcement and Fire Equipment	EA	164	SHP/ARM	DMS SHP/ARM (SZ)	PR	Safeware-Mallory_Scorpion PPE 03-07-2016	1	41%	$ 91.26
64	DMS	SHN/100	DMS SHN/100	Public Order Knee/shin guard, (SZ)	Other Non-Listed Public Safety, Law Enforcement and Fire Equipment	EA	181	SHN/100	DMS SHN/100 (SZ)	PR	Safeware-Mallory_Scorpion PPE 03-07-2016	1	41%	$ 73.14
65	DMS	THG/050	DMS THG/050	Public Order Thigh guard, (SZ)	Other Non-Listed Public Safety, Law Enforcement and Fire Equipment	EA	186	THG/050	DMS THG/050 (SZ)	PR	Safeware-Mallory_Scorpion PPE 03-07-2016	1	41%	$ 47.03
66	DMS	FRM/040	DMS FRM/040	Public Order Forearm/elbow guard (SZ)	Other Non-Listed Public Safety, Law Enforcement and Fire Equipment	EA	189	FRM/040	DMS FRM/040 (SZ)	PR	Safeware-Mallory_Scorpion PPE 03-07-2016	1	41%	$ 63.50
67	Yaffy	460	YAF 460	460 FR Public Order Pant	Other Non-Listed Public Safety, Law Enforcement and Fire Equipment	EA	74	460 (SM-3X/HEIGHT)	YAF 460 (SM-3X/HEIGHT)	EA	Safeware-Mallory_Yaffy 03-07-2016	1	41%	$ 214.94
68	Yaffy	771	YAF 771	771 FR Public Order Jacket	Other Non-Listed Public Safety, Law Enforcement and Fire Equipment	EA	96	771 (SM-3X/HEIGHT)	YAF 771 (SM-3X/HEIGHT)	EA	Safeware-Mallory_Yaffy 03-07-2016	2	41%	$ 255.88
69	Yaffy	771/460	YAF 771/460	771/460 Mens FR Public Order Jacket/Pant	Other Non-Listed Public Safety, Law Enforcement and Fire Equipment	EA	110	771/460 (SZ)	YAF 771/460 (SZ)	EA	Safeware-Mallory_Yaffy 03-07-2016	3	41%	$ 470.82
70	3M	98009004155	3MCOM-98009004155	Law Enforcement Ballistic Helmet BA3A	Personal Protective Equipment (PPE)	EA	43	98009004155	MMM 98009004155	EA	Safeware-Mallory_3M LE Ceradyne 03-01-2018	1	41%	$ 234.00

71	3M Occupational Health & Safety	RBE-57	MMM RBE-57	Canister RBE-57, Hood 6 EA/Case	Personal Protective Equipment (PPE)	CS	92	70-0712-8776-0	MMM RBE-57	CS	Safeware-Mallory_3M Occupational Health & Safety 03-01-2018	41	41%	$ 286.16
72	Ansell Protective (formerly Trellborg)	47652009X-FOG	TRE 47652009X-FOG	Trellchem VPS Flash VaporSuit w/Anti-fog	Personal Protective Equipment (PPE)	EA	15	SG116354	TRE 47652009X-FOG	EA	Safeware-Mallory_Trellchem - Saint Gobain 03-01-2018	3	41%	$ 2,840.00
73	Armor Express	LTKXT BLACK	ARM LTKXT BLACK	Lighhawk X2 Carrier w/Level Quantum	Personal Protective Equipment (PPE)	EA	31	LTKXT20 BLK	ARM LTKXT BLACK	EA	Safeware-Mallory_Armor Express 03-01-2018	1	41%	$ 428.05
74	Armor Express	PLTARI3+236003	ARM PLTARI3+236003	Aries III A 10x12	Personal Protective Equipment (PPE)	EA	54	PLTARI3+236003	ARM PLTARI3+236003	EA	Safeware-Mallory_Armor Express 03-01-2018	1	41%	$ 488.00
75	ARMORED MOBILITY INC.	MAS3815	ARMMO-MAS3815	SHIELD MOBILE ARMORED 38IN X 15IN	Personal Protective Equipment (PPE)	EA	15	MAS-3815	SFW ARMMO-MAS3815	EA	Safeware-Mallory_Safeware 03-01-2018	11	41%	$ 2,677.00
76	Avon Protection Systems, Inc	70501-555	AVO 70501-555	C50 First Responder Kit	Personal Protective Equipment (PPE)	EA	256	70501-555	AVO 70501-555	EA	Safeware-Mallory_Avon Protection 03-01-2018	53	41%	$ 477.00
77	Avon Protection Systems, Inc	601347	AVO 601347	First Responder Kit includes C50	Personal Protective Equipment (PPE)	EA	627	601347	AVO 601347	EA	Safeware-Mallory_Avon Protection 03-01-2018	2	41%	$ 448.00
78	Avon Protection Systems, Inc	72601-229	AVO 72601-229	FM53 Twinport Spec Responder Kit MD	Personal Protective Equipment (PPE)	EA	214	72601-229	AVO 72601-229	EA	Safeware-Mallory_Avon Protection 03-01-2018	55	41%	$ 1,024.00
79	Avon Protection Systems, Inc	70501-188	AVO 70501-188	C50 Mask Assembly MD	Personal Protective Equipment (PPE)	EA	220	70501-188	AVO 70501-188	EA	Safeware-Mallory_Avon Protection 03-01-2018	53	41%	$ 311.00
80	Avon Protection Systems, Inc	71510-1	AVO 71510-1	CBRNF12B Filter	Personal Protective Equipment (PPE)	EA	697	72602-2	AVO 72602-2	EA	Safeware-Mallory_Avon Protection 03-01-2018	4	41%	$ 48.80
81	BLACKFOX TACTICAL	56GM00BK	BLAHA-56GM00BK	POUCH OMEGA ELITE GAS MASK BLK	Personal Protective Equipment (PPE)	EA	467	56GM00BK	BLA 56GM00BK	EA	Safeware-Mallory_Blackhawk 03-01-2018	64	41%	$ 38.00
82	Blauer MFG Co, Inc	HZ9420FVG	BLA HZ9420FVG 2X TALL	Multi-Threat Suit 2X Tall, Dual-Certified Protection for Hot Zone	Personal Protective Equipment (PPE)	EA	27	HZ9420FVG	BLR HZ9420FVG 2X TALL	EA	Safeware-Mallory_Blauer MFG Co. 02-09-2018	1	41%	$ 2,102.10
83	Blauer MFG Co, Inc	TR9435-A	TR9435-A	XRT TRAINING SUIT W/AVON CLASS 3 SEAL, Extended Du	Personal Protective Equipment (PPE)	EA	67	TR9435AB	BLR TR9435-AB	EA	Safeware-Mallory_Blauer MFG Co. 02-09-2018	4	41%	$ 255.00
84	Blauer MFG Co, Inc	WZ9435AB XRT	WZ9435AB XRT	Airboss glove system	Personal Protective Equipment (PPE)	EA	197	WZ9435AB	BLR WZ9435AB XRT	EA	Safeware-Mallory_Blauer MFG Co. 02-09-2018	5	41%	$ 625.24
85	Blauer MFG Co, Inc	WZ9435AB XL REG GREY	BLR WZ9435AB XL REG GREY	XRT Ensemble, Grey, XL	Personal Protective Equipment (PPE)	EA	215	WZ9435AB	BLR WZ9435AB XL REG GREY	EA	Safeware-Mallory_Blauer MFG Co. 02-09-2018	5	41%	$ 625.24
86	CERADYNE INC. ACO	BA3AC	CERIN-BA3AC	HELMET MAX PRO PASGT STYLE WITH	Personal Protective Equipment (PPE)	EA	133	MMM BA3AC	MMM 98009006762	EA	Safeware-Mallory_3M LE Ceradyne 03-01-2018	3	41%	$ 274.58
87	CERADYNE INC. ACO	DK6H150SHIELD	CERIN-DK6H150SHIELD	SHIELD FACE FIELD MOUNT	Personal Protective Equipment (PPE)	EA	133	DK6H150SHIELD	MMM 98009007240	EA	Safeware-Mallory_3M LE Ceradyne 03-01-2018	4	41%	$ 67.92
88	DuPont Personal Protection	TY120SWH3X002500	DPP TY120SWH3X002500	Tyvek Coverall, Zip Front, White, 3X (case of 25)	Personal Protective Equipment (PPE)	CS	5183	TY120SWH3X002500	DPP TY120SWH3X002500	CS	Safeware-Mallory_Dupont Personal Protection 03-01-2018	121	41%	$ 97.00
89	DuPont Personal Protection	TY120SWHXL002500	DPP TY120SWHXL002500	Tyvek Coverall, Zip Front, White, XL (case of 25)	Personal Protective Equipment (PPE)	CS	6650	TY120SWHXL002500	DPP TY120SWHXL002500	CS	Safeware-Mallory_Dupont Personal Protection 03-01-2018	122	41%	$ 85.75
90	Kappler	Z3H437-92	KAP Z3H437-92 (Size)	Zytron 300 Suit, NFPA certified	Personal Protective Equipment (PPE)	EA	802	Z3H437-92	KAP Z3H437-92 LG/XL	EA	Safeware-Mallory_Kappler 03-07-2018	8	41%	$ 89.78
91	Lion Group, Inc.	CBERSIS-10	LIO CBERSIS-10	Lion ERS Infection Disease Suit	Personal Protective Equipment (PPE)	EA	177	CBERSIS-10	LIO CBERSIS-10	EA	Safeware-Mallory_Lion Apparel 03-01-2018	1	41%	$ 521.34
92	Mine Safety Appliances Company	10026265	10026265	ESP Communications System for Advatage 1000 & Millenium	Personal Protective Equipment (PPE)	EA	67	10026265	MSA 10026265	EA	Safeware-Mallory_MSA Industrial (13401) 03-01-2018	74	41%	$ 278.20
93	Mine Safety Appliances Company	10051287	MSAIN-10051287	GAS MASK MILLENIUM MD	Personal Protective Equipment (PPE)	EA	67	10051287	MSA 10051287	EA	Safeware-Mallory_MSA Industrial (13401) 03-01-2018	98	41%	$ 379.20
94	Mine Safety Appliances Company	10051288	MSAIN-10051288	GAS MASK MILLENIUM LG	Personal Protective Equipment (PPE)	EA	100	10051288	MSA 10051288	EA	Safeware-Mallory_MSA Industrial (13401) 03-01-2018	98	41%	$ 379.20
95	Mine Safety Appliances Company	10046570	10046570	CBRN CANISTER	Personal Protective Equipment (PPE)	EA	1315	10046570	MSA 10046570	EA	Safeware-Mallory_MSA Industrial (13401) 03-01-2018	91	41%	$ 48.45
96	Protective Industrial Products PIP	804-3424	AFR 804-3424	R3 Kiwi USAR Certified Rescue Helmet, Lime Green	Personal Protective Equipment (PPE)	EA	53	804-3424	AFR 804-3424	EA	Safeware-Mallory_PIP Protective Industrial Pdts 03-01-2018	158	41%	$ 267.00
97	Protective Industrial Products PIP	804-3413	AFR 804-3413	R3 Kiwi USAR Certified Rescue Helmet Wht	Personal Protective Equipment (PPE)	EA	71	804-3413	AFR 804-3413	EA	Safeware-Mallory_PIP Protective Industrial Pdts 03-01-2018	158	41%	$ 245.00
98	Revision Military Ltd	4-0501-5236	REV 4-0501-5236	Viper P2 Full Cut Complete System, Black, LG	Personal Protective Equipment (PPE)	EA	24	4-0501-5236	REV 4-0501-5236	EA	Safeware-Mallory_Revision Military 03-01-2018	1	41%	$ 1,248.24
99	SAFARILAND LLC	674RODGRN	SAFAR-674RODGRN	PASGT Ballistic Helmet with Ratchet Retention	Personal Protective Equipment (PPE)	EA	232	1192083	PRO 1192083	EA	Safeware-Mallory_PROTECH Hard Armor 02-01-2017	18	41%	$ 412.00
100	SAFARILAND LLC	774RBLK	SAFAR-774RBLK	Delta 4 Ballistic Helmet with Ratchet Retention	Personal Protective Equipment (PPE)	EA	50	1162027	PRO 1162027	EA	Safeware-Mallory_PROTECH Hard Armor 02-01-2017	6	41%	$ 313.00
101	SAFETY FLAG CO	V041	RIV V041	PVC Safety Vest, 18x27in, Fluor Orange	Personal Protective Equipment (PPE)	EA	14256	CSV-ORG	RIV V041	EA	Safeware-Mallory_MCR Safety 03-01-2018	162	41%	$ 1.59
102	Scott Safety	045135	SCO 045135	CBRN Cap 1 Canister	Personal Protective Equipment (PPE)	EA	690	045135	SCO 045135	EA	Safeware-Mallory_Scott Safety 03-01-2018	2	41%	$ 43.58
103	Super Seer Corporation	S-5024 RK	SEE S-5024 RK	Retro-Fit Kit for Pre CPD 2005 Helmets	Personal Protective Equipment (PPE)	EA	2838	S-5024RK	SEE S-5024 RK	EA	Safeware-Mallory_Super Seer Corporation 03-07-2018	1	41%	$ 79.50
104	U.S. ARMOR CORPORATION	F500408	USARM-F500408	SOFT ARMOR FOR VEST CARRIER XLT III-A	Personal Protective Equipment (PPE)	EA	12	F500408	SFW USARM-F500408	EA	Safeware-Mallory_Safeware 03-01-2018	16	41%	$ 809.41
105	United Shield International, LLC	PST SC650-IIIA-BLKLG	USI PST SC650-IIIA-BLKLG	Helmet, PST SC 650 - Black - Large	Personal Protective Equipment (PPE)	EA	83	PST SC650-IIIA-BLKLG	USI PST SC650-IIIA-BLKLG	EA	Safeware-Mallory_United Shield 03-01-2018	6	41%	$ 244.70
106	United Shield International, LLC	PST SC650-IIIA-BLKMD	USI PST SC650-IIIA-BLKMD	Helmet, PST SC 650 - Black - Medium	Personal Protective Equipment (PPE)	EA	83	PST SC650-IIIA-BLKMD	USI PST SC650-IIIA-BLKMD	EA	Safeware-Mallory_United Shield 03-01-2018	6	41%	$ 244.70
107	United Shield International, LLC	SPA-+RIFLE-7X9	USI SPA-+RIFLE-7X9	Spartan Plate plus 3 rifle threats	Personal Protective Equipment (PPE)	EA	152	SPA-+RIFLE-7X9	USI SPA-+RIFLE-7X9	EA	Safeware-Mallory_United Shield 03-01-2018	7	41%	$ 211.76
108	United Shield International, LLC	PST SC650-IIIA-BLKLG	USI PST SC650-IIIA-BLKLG-DC	Helmet, PST SC650 - Level IIIA - Black, Large	Personal Protective Equipment (PPE)	EA	400	PST SC650-IIIA-BLKLG-DC	USI PST SC650-IIIA-BLKLG-DC	EA	Safeware-Mallory_United Shield 03-01-2018	8	41%	$ 227.05
109	United Shield International, LLC	PST SC650-IIIA-BLKMD	USI PST SC650-IIIA-BLKMD-DC	Helmet, PST SC650 - Level IIIA - Black, Medium	Personal Protective Equipment (PPE)	EA	400	PST SC650-IIIA-BLKMD-DC	USI PST SC650-IIIA-BLKMD-DC	EA	Safeware-Mallory_United Shield 03-01-2018	8	41%	$ 227.05
110	United Shield International, LLC	DK5-H.150S	USI DK5-H.150S	Integrated Riot Face Shield 6"	Personal Protective Equipment (PPE)	EA	1000	DK5-H.150S	USI DK5-H.150S	EA	Safeware-Mallory_United Shield 03-01-2018	3	41%	$ 71.76
111	Angel Armor, LLC	ANGARM-00003	ANG ANGARM-00003	Ballistic Door Panel, Dodge Sedan 1,	Physical Security Enchancement Equipment	EA	20	00003	ANG ANGARM-00003	EA	Safeware-Mallory_Angel Armor 03-01-2018	1	41%	$ 920.00
112	Condor Outdoor Products, Inc	201042-002	CON 201042-002	Sentry Plate Carrier, Black	Physical Security Enchancement Equipment	EA	667	201042-002	CON 201042-002	EA	Safeware-Mallory_Condor Outdoor Pdts 03-01-2018	6	41%	$ 29.80
113	Oil-Dri Corporation of America	IO1140-L50	OIL IO1140-L50	OIL-DRI 40# Oil & Grease Absorbent Bag	Spill Control and Containment	BG	1927	IO1140-L50	OIL I01140-G50-R1	BG	Safeware-Mallory_Oil-Dri Corporation of America 12-14-2017	1	41%	$ 8.89
114	JBC Safety	99095	SAF 99095	Traffic Cone 28In, 2 Refl Collars	Traffic Safety	EA	1087	99095	SAF 99095	EA	Safeware-Mallory_JBC Safety 01-26-2018	5	41%	$ 15.22
115	JBC Safety	RS90045CT3M64 MASSDOT	JBC RS90045CT3M64 MASSDOT	36in 10lb Traffic Cone.	Traffic Safety	EA	2625	RS90045CT3M64 MASSDOT	JBC RS90045CT3M64 LOGO	EA	Safeware-Mallory_JBC Safety 01-26-2018	4	41%	$ 16.65
116	Potters Industries LLC	MSRHB	SAF MSRHB	Mass Spec Regular Highway Beads	Traffic Safety	LB	146667	MSRHB	SAF MSRHB	LBS	Safeware-Mallory_Safeware 03-01-2018	7	41%	$ 0.39
117	Various	30-WIR	30-WIR	30 Minute Flare with Wire Stand	Traffic Safety	EA	26904	9430	30-WIR	EA	Safeware-Mallory_Safeware 03-01-2018	1	41%	$ 2.45

Technical Services Rates

Service Type	Description	Details	Unit Price	Discount	USC Price	Qty
Flow Testing	Posichek Bench Test for the following Manufacturer's; Avon, Draeger, MSA, Scott & Survivair	Repairs & Batteries Not Included, Onsite Service fees may apply	$ 65.00	10%	$ 58.50	ea
Flow Testing-Interspiro	Posichek 3 Bench Test for the following Manufacturer's; Interspiro	Repairs & Batteries Not Included, Onsite Service fees may apply	$ 95.00	10%	$ 85.50	ea
Hydrostatic Testing	Pressure testing up to 4500 psi, includes devalving & o-ring replacement	Excludes refill; Pick-up and delivery fees may apply	$ 27.00	10%	$ 24.30	ea
Cylinder Refill 4500 psi	Breathable air cylinders up to 4500 psi	Hazmat shipping fees apply to refilled cylinders, Pick-up & delivery fees may apply	$ 8.00	10%	$ 7.20	ea
DOT Hydrostatic Testing	Hydrostatic testing 6000 lb	Hydro Testing	$ 75.00	10%	$ 67.50	ea
Cylinder Refill 6000 psi	Breathable air cylinders up to 6000 psi	Hazmat shipping fees apply to refilled cylinders, Pick-up & delivery fees may apply	$ 32.00	10%	$ 28.80	ea
Compressor Service 1 & 50 Maintenance	Comprehensive maintenance service as per manufactures recommendations to include: Bauer, Eagle & Scott models	Operational evaluation, Parts & labor for 50hr preventative maintenance, (1) ea. Air sample, calibration & certification service. Additional repair fees not included.	$ 2,470.00	10%	$ 2,223.00	ea
Compressor Service 4 & 50 Maintenance	Comprehensive maintenance service as per manufactures recommendations to include: Bauer, Eagle & Scott models	Operational evaluations performed quarterly, Parts & labor for 50hr preventative maintenance, (4) ea. Air samples, calibration & certifications service. Additional repair fees not included.	$ 3,895.00	10%	$ 3,505.50	ea
Compressor Service 12 & 50 Maintenance	Comprehensive maintenance service as per manufactures recommendations to include: Bauer, Eagle & Scott models	Operational evaluations performed monthly, Parts & labor for 50hr preventative maintenance , (4) ea. Air samples, calibration & certifications service. Additional repair fees not included.	$ 5,415.00	10%	$ 4,873.50	ea
Air Sample	Breathable Air Testing, Grade D Air Quality	Air Sample Draw	$ 285.00	10%	$ 256.50	ea

Technical Services Rates

Service Type	Description	Details	Unit Price	Discount	USC Price	Qty
Fit Testing , Qualitative	Respiratory Manual fit test service; Bitrex	Per Mask	$ 45.00	10%	$ 40.50	ea
Fit Testing, Quantitative	Respiratory Computer aided fit test service	Per Mask	$ 45.00	10%	$ 40.50	ea
Mask Cleaning	Cleaning & disinfecting of face mask only	Replacement parts not included	$ 50.00	10%	$ 45.00	ea
SCBA Cleaning	Clean, disinfect & inspection service includes Case	Replacement parts not included	$ 95.00	10%	$ 85.50	ea
Fire Hose Testing	Pressure Testing	Price per linear foot up to 4" hose	$ 0.95	10%	$ 0.86	LF
Fire Hose Repair	Nozzle & appliance repair	Call for Quote			$ -	ea
Fire Hose Coupling Repair	Hose recouping	Call for Quote			$ -	ea
Breather Box	Air Systems Breather Box service: Function test	(1) each Air sample certification & Calibration service	$ 350.00	10%	$ 315.00	ea
Level A Suit Testing	Pressure testing with annual certification	A Letter of decontamination certification must be attached to each suit prior to service	$ 105.00	10%	$ 94.50	ea
Evaluation	Evaluation Fee for Gas Detection service only- refused repair	Fee is waived if new instrument is purchased through Safeware	$ 75.00	10%	$ 67.50	ea
Calibration Service	Portable Gas Detection service to include preventative maintenance, calibration & software upgrades	Price based on standard 4 gas mix, Repair parts & labor not included	$ 95.00	10%	$ 85.50	ea
Fixed System Gas Detection	Preventative Maintenance , calibration & software upgrade	Price per sensor site; Onsite Service Fee will apply to this service, Repair parts & labor not included; Call for Quote			$ -	ea
Emergency Shelter Cleaning Small	Clean & disinfect; less then 350 sq foot deployment area	Pick up & delivery fees not included	$ 670.00	10%	$ 603.00	ea
Emergency Shelter Cleaning Medium	Clean & disinfect; 351 to 499 sq foot deployment area	Pick up & delivery fees not included	$ 950.00	10%	$ 855.00	ea
Emergency Shelter Cleaning Large	Clean & disinfect, 500+ sq foot deployment area	Pick up & delivery fees not included	$ 1,170.00	10%	$ 1,053.00	ea
Fixed Fall Protection Systems	Design, install & training service for Horizontal Lifeline/fixed system	Call for Quote			$ -	ea

Technical Services Rates

Service Type	Description	Details	Unit Price	Discount	USC Price	Qty
Labor	Hourly Technician rate	Price per hour; billed in 15 minute increments	$ 95.00	10%	$ 85.50	ea
Rush Charge	Expedited repair service; per unit fee	Service is dependent upon part and technician availability. This charge is in addition to other applicable fees	$ 100.00	10%	$ 90.00	ea
Pick up/Delivery Fee	Per Occurrence Fee	Call for Availability	$ 150.00	10%	$ 135.00	ea
On-Site Service- Daily Rate	Customer site; per occurrence	Travel & accommodation fees not included. Please Call for availability	$ 650.00	10%	$ 585.00	ea
After Hour Response	After standard business hours: Emergency Hourly Response Fee	This charge is in addition to other applicable fees	$ 125.00	10%	$ 112.50	ea
Travel Rate	Hourly Travel Rate	Price per hour, per technician	$ 95.00	10%	$ 85.50	ea
Travel/ Lodging	Lodging Fee	Per night /Per technician	$ 200.00	10%	$ 180.00	ea
TRAVEL MILEAGE	Mileage Charge	Per Mile over 60 mile radius from Service Center	$ 0.62	10%	$ 0.56	ea

PLEASE NOTE THAT ALL SERVICES MAY NOT BE AVAILABLE IN ALL LOCATIONS. ONSITE SERVICE FEES MAY APPLY TO SERVICES LISTED. CONTACT YOUR LOCAL SERVICE CENTER FOR DETAILS.

Standard or Expedited Shipping costs are not included. Some material may require hazardous material shipping. Other rental equipment available, call for information

1. **In Section 20 (Ammunition/Less than Lethal Munitions) you indicate you can provide Less than Lethal Munitions. Do you provide Ammunition as well?**

Yes, we provide ammunition in addition to less than lethal munitions. We see this as a large growth area for the contract. We offer the following manufacturers:

Ammunition
Aguila Ammunition
Armscor
Barnes
Barrett
CCI/Speer
Century Arms
CorBon
Federal
Fiocchi Ammunition
FN America
FN America Law Enf
Frontier Cartridge
G2 Research
Gemtech
Glaser
Gorilla Ammunition Company LLC
Hornady
Magnum Research
Magtech
Nosler
Noveske
PMC
Prvi Partizan
Remington
RWS/Umarex
Sellier & Bellot
Sig Sauer
Silver State Armory
TulAmmo USA
Umarex
Weatherby
Winchester Ammunition

2. **How are the training programs you detail on page 44 provided? Is there a cost associated with these programs?**

The training programs detailed on page 44 & 45 are related to Safeware-Mallory's roll out plan for the contract for our employees and sales team. The vendor training will be for our own suppliers and there will not be a cost associated with these programs. There are training programs that we offer as added value to the contract, such as our nationwide webinars and fentanyl seminars which are all free to the customer.

The training programs on page 40 of the technical document (44 of the PDF) under the "Related Services" product category are detailed in the attached price list. We would like to clarify that all training classes are offered at a 10% discount and any corresponding product is offered at a 41% discount.

3. **Do all 80 sales representatives you mention on page 64 work with U.S. Communities currently? There is a large concentration of sales reps in Portland, OR. What are their roles?**

Yes, all 81 sales representatives currently work with U.S. Communities in some capacity. Safeware and Mallory have different sales structures. Mallory has more overall reps (almost 60), who work in multiple vertical markets, with a few select reps being 100% committed to USC sales. Everyone, however, has responsibility to the contract. Safeware, on the other hand, has a smaller sales force of 24 reps, but every one of our reps has full responsibility for USC customers.

There is a large concentration of sales reps in Portland, OR where Mallory's headquarters is located. The reps here are a mix of local territory reps and inside sales reps that operate a call center contacting smaller agencies in remote locations such as Montana, Idaho, and parts of Utah. We fly in a fully trained outside USC rep to handle the opportunity when we find an agency that has a need.

4. **On page 65 you indicate you are planning to add additional sales people. How many sales people do you plan to add in 2019, 2020, and 2021? Is there a way to better leverage the 80 existing sales people you list?**

There is a great learning curve to teach reps about government procurement and it is not simply a matter of adding bodies to our sales team. As called out in our proposal, we will add reps to dense areas where the contract is being used already in order to support further support contract sales. We expect to add 3-4 new contract specific reps between the two companies in each of the next 3 years in areas such as the Gulf, Florida, Texas, California, and New York. Since the submission of our proposal, Mallory has already hired an ex-LA County Sheriff as a rep for Los Angeles.

This contract is a joint venture of two companies that work extremely well together, but we are very different too. The Mallory sales team is leveraged into their large national industrial contracts with strong government leadership and business development in the government space. Safeware reps have a different role, largely contract focused. We feel that our existing sales reps are currently being utilized to appropriately support each company's business models and additional reps will be carefully chosen for their abilities to support the contract.

5. **On page 68 you indicate PEMA is a customer. Did they choose to utilize the U.S. Communities contract? If not, why not?**

Yes, the Pennsylvania Emergency Management Agency is a current customer, but they did not choose to utilize the USC contract. Their aversion to the contract does not have to do with Safeware as a company, nor with the scope of the contract, but rather dates back to the implementation of current state contracts and the utilization of such. While we have no information to indicate that PEMA will begin to use the contract, it is an ongoing goal of ours to continue to market the contract to them and present the benefits of USC over their state contracts.

6. **You indicate you have a GSA schedule 84 contract now. How does the pricing you've proposed compare to the pricing through that contract? Is the scope similar to what you've proposed?**

Yes, both Safeware and Mallory have small GSA Schedule 84 contracts. We do have to benchmark our pricing to offer the Federal government our best commercial price, but the pricing offered to the GSA and to USC is very similar. The scope is similar to what we have proposed, but much, much smaller. Mallory has items from 6 vendors on contract while Safeware has 11. While our proposed scope for USC includes all items on each of these manufacturer price lists, our GSA contracts contain only select items. We do not actively promote our GSA contracts to our state and local customers as we believe GSA should not be used for grant funded purchases since it is not a competed contract. Safeware's GSA business is mostly with three letter Agencies we already have relationships with and Mallory does most GSA business with the Department of Natural Resources.

7. **You indicate you have a NY HIRE contract now. How does the pricing you've proposed compare to the pricing through that contract?**

Yes, Safeware holds a NY HIRE contract, but it is a relatively small contract for us. It has changed greatly since its inception, and is no longer a multi-state cooperative as it once was, rather is used solely within the state of New York. We recently removed almost half of our offering from HIRE and our goal is to get off of HIRE altogether. We are slowly converting the state of NY to using USC, and New York City remains the main user. Our best public prices are still USC, and we check costs routinely to ensure that it remains so.

8. **How does the pricing you've proposed compare to the pricing through your existing U.S. Communities contract?**

The pricing we have proposed is the same pricing as our current USC contract pricing. Our price proposal represents our current selling prices, and we believe that we can continue to reduce those costs in future years. Over the last 6 ½ years as the contract holder, we have experienced price reductions from many of our vendors which we in turn pass along to our customers by lowering our own price lists.

9. **What changes have you proposed to improve upon the existing U.S. Communities contract?**

We believe that it takes years and years to become contract experts, and with almost 7 years of experience, we are getting great at it. We will bring change and improvement to the existing U.S. Communities contract through our expertise. Change is driven by growth and as we continue to grow, we gain relevance. Our strategic growth plan includes the following:

- *Vertical market penetration in new verticals such as*
  - *Aviation, helicopters!*
  - *Bombs*
  - *Corrections*
  - *Structural Firefighting*
  - *Fixed Systems,*
  - *Industrial Hygiene*
  - *Physical Security*
  - *Traffic Safety – State of Mass adopted USC as Traffic Contract*
  - *Public Works, Water Departments*

  - *Vending – great area of growth!*
- *Purchasing Education*
  - *Education about the contract is a large priority of ours. Multi-pronged approach, we feel comfortable to convert buyers through in-person meetings and presentations.*
    - *NIGP – booth near USC, importance on buyers, revealing benefits of contract.*
    - *Train suppliers, and sales team, so it is not just our company preaching the contract, but utilizing our suppliers to do this for us as well.*
    - *We were early adopters of USC summits, took lead by volunteering to host & speak at these summits.*
    - *Lunch & Learns on our own side to invite purchasers and end users to bridge gap—very effective process.*
- *National Sherriff's Association*
  - *We have recently signed an agreement with the National Sheriffs Association to participate in their new online portal called LE Supply Pro. We are, and will be, the only national distributor to participate. The portal gives us access to 7,000 Sheriffs across the country. In the agreement there is a provision to allow us to offer our U.S. Communities contract as the contract vehicle under the portal. Their plan is to open access to the portal to police and first responders in the future. We hope the portal will give us access to customers in rural areas where we may not have touch at this point.*
- *Horizontal penetration*
  - *We will continue to add resources in dense population areas like North Carolina, Florida, Georgia, and Texas.*
  - *There is tremendous opportunity in sparsely populated areas and we have made some great calls in New York, Tennessee, Kentucky, and Ohio where the contract is just gaining traction.*
- *Marketing and branding (Facebook, twitter, You tube)*
  - *Synergy between USC and our marketing*
  - *Use of social media, you tube videos, webinars, blogs, to aid in the continued focus with program managers on target customers in large areas*
  - *National Stop the Bleed Campaign – example of how we are using social media to advertise our contract through a national industry wide campaign.*
- *More added value content (blogs, seminars)*
- *Continued acceptance in the supply chain*
- *Common sense-word of mouth*
- *Vending – Great opportunity to change the market with this cost savings solution*

10. **What is the cost for the training services you detail on page 90?**

The training services detailed on page 90 are a duplication of the services provided in the Related Services product category of the scope. These classes are offered at a 10% discount off of Safeware-Mallory list price. The price list detailing such is attached.

11. **What is the cost for the consulting services you detail on page 92?**

Our consulting services are free-of charge value added services, such as the expertise and knowledge delivered by our sales reps. We have offered a free public order seminar to end users to educate on the need for proper public order gear. Educational classes will continue to be offered free of charge. Consulting services offered to end users for security solutions are value added and are included in the price of the solution.

Vending – the vending program is offered free to customers, in exchange for a marginal buying commitment. The prices for items within the vending machines would be 41% off of our list price for those items.

12. **What is the cost for the additional services detailed on page 96?**

These services detailed on page 96 such as respiratory repair and annual testing, gas detection calibration and repair, etc. are 10% off list price and are detailed in Attachment 1 of the Cost Proposal, USC Service Pricing.

13. **Do you provide kit creation services? If so, is there a charge for kit creation? How much kitting business is currently done through the U.S. Communities program?**

Yes, we provide kit creation services, but do not charge for kit creation as these costs would be included in our own overhead. Kit creation is an added value on a large purchase and will not be charged to customer. It is hard to provide an amount of kitting business that we currently drive through the U.S. Communities program, but we have done this frequently for many customers.

28. Trainers and Training Equipment

Training Equipment – 41% off List Price

Training Classes – 10% off List Price – see below

30. Related Services

Classroom or Onsite Training	Published Price	Discount	USC Price
Half Day	$ 975.00	10%	$ 877.50
Full Day	$ 1,500.00	10%	$ 1,350.00
Travel Rate Half Day	$ 487.50	10%	$ 438.75
Travel Rate Full Day	$ 750.00	10%	$ 675.00
SET Public Order Training*	$ 788.89	10%	$ 710.00

*SET Public Order Training - Foundation Course for Public Order & Crowd Management Policing (Basic/Intermediate) 4 day class. Price per student, minimum of 32 students per class.

Training Classes:

- Aerial Work/Lift Platforms
- Back Safety
- Bloodborne Pathogens
- Bucket Truck Safety
- Chainsaw Safety
- Confined Space Entry Awareness
- Confined Space Entry Operations
- Confined Space Rescue
- Cranes, Hoists & Lifts
- Crane Safety Awareness
- Defensive Driver (National Safety Council Certification)
- Developing Effective Safety Action Teams
- Do Your Own OSHA Inspection
- Electrical Safe Work Practices
- Emergency Action Plans
- Evacuation Plans that Work
- Ergonomics Hazard Assessment
- Establishing a Safety & Health Committee
- Fall Protection Awareness
- Fall Protection Competent Person
- Fire Prevention & Fire Extinguishers
- First Aid CPR AED (National Safety Council Certification)
- Flagger Certification (National Safety Council Certification)
- Forklift Operator (industrial/warehouse)
- Forklift Train the Trainer
- Hand & Portable Power Tools
- Hazard Communication/Right to Know
- Hazard Identification
- Hazardous Materials Awareness (initial and refresher)
- Hazardous Materials Operations / Spill Response Team (initial and refresher)
- Hazardous Materials 24 Hour Technician (initial and refresher)
- Hazardous Waste Management (initial and refresher)
- Hearing Conservation
- High Voltage Electrical Safety
- Hoists & Overhead Cranes
- Job Safety Analysis/Job Hazard Analysis
- Ladder Safety
- Lead Safety
- Lockout/Tagout Electrical Safety (authorized, affected and other)
- Law Enforcement Public Order Civil Unrest
- Law Enforcement Public Order Command Foundation Course
- Machine Guarding
- Material Handling
- Mobile Cranes & Rigging
- NFPA70E
- OSHA 10-hour General Industry
- OSHA 10-hour Construction
- OSHA 30-hour General Industry
- OSHA 30-hour Construction
- OSHA Overview for HR Managers
- OSHA Recordkeeping Requirements
- Overhead Crane Operator
- Personal Protective Equipment

- Power Tool Safety
- PPE Hazard Assessments
- Respirator Fit-Tester Course
- Respiratory Protection
- Respiratory Protection Program Administrator
- Safe Lifting
- Safety Orientation Programs
- Scaffold User
- Scaffold Competent Person
- Slinging and Rigging
- Spill Response Team Training
- TB & Airborne Pathogens
- Trenching & Excavation Competent Person
- Work Zone Safety Supervisor

Training Classes Terms:
Maximum quantity of student varies with course.
Customized classes available.
Basic Training material included.
Additional equipment may be required and is not included in the rates.
Travel and Accommodations not included.
Half-day minimum.
Training facilities provided by customer.
Some courses may require multiple days.

Safeware®

Ms. Jamie Pun
Fairfax County
Department of Procurement and Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035

April 12, 2018

Subject: RFP 2000002547 Negotiations Response

Dear Ms. Pun:

Safeware, Inc. and Mallory Safety & Supply are delighted to have been selected as one of the top ranked offerors in response to RFP 2000002547, Public Safety and Emergency Preparedness Equipment and Related Services and will gladly address the negotiation issues brought up in the letter dated April 9, 2018. The issues are addressed in the following document.

Thank you again for the opportunity address these negotiation issues and we look forward to working with you further.

Regards,

Karla A Hyatt
Director of Government Contracts
Safeware, Inc.

Enclosures:
AttachmentC_PricingSheet_FINAL_2018-4-12.pdf
AttachmentC_MarketBasket_FINAL_2018-4-12.xlsx

1. **Please provide your firm's best and final offer (BAFO) on all discount rates for all product categories/manufacturers included in your cost proposal. Please provide a revised version of the Market Basket based on your BAFO.**

We are pleased and proud to offer U.S. Communities our best pricing as offered in our initial price proposal. We are confident that this pricing, which is currently available to every registered user of USC, provides end users with significant savings, though we are open to offer better pricing based on specific volumes, with specific items, with specific agencies. Please note the only change from our initial offer is to differentiate Training Equipment and Training Classes in Product Category #28, Trainers and Training Equipment as detailed in our Clarification Question Response dated March 28, 2018. All equipment in this category is offered at a 41% discount off of Catalog List and Training Classes at 10% off Catalog list.

The attached Market Basket remains unchanged from our initial offer. We have a documented history of providing better pricing for large quantity orders and continue to do so. We believe our offer represents our best public pricing but are certainly open to negotiate on specific opportunities.

2. **Does your firm offer any ecommerce rebates?**

Safeware-Mallory would like to propose a rebate program to encourage and incentivize eligible U.S. Communities customers to use electronic ordering and invoicing methods for the purpose of streamlining procurement and reducing transaction costs throughout the supply chain. The proposed program is as follows for each individual agency:

- If 30%-69.99% of total invoiced sales are received by website orders at the conclusion of each contract year, a 0.5% rebate will be provided to the agency on purchases made through ecommerce.
- If 70% or greater of total invoiced sales are received by website orders at the conclusion of each contract year, a 1% rebate will be provided to the agency on purchases made through ecommerce.

Conditions: The agency total purchases for the annual contract period must be greater than $20,000. Ecommerce is defined as any order placed through Safeware or Mallory's website or fully integrated 3rd party marketplace where the customer's orders and Safeware-Mallory's invoices are transacted via EDI, XML or cXML. Ecommerce rebates cannot be combined with other rebates, early payment discounts, or where the buying agency or procurement platform charges an administrative or transaction fee.

3. **Does your firm offer any volume rebates (for one-time large purchases or overall annual sales)?**

Safeware-Mallory routinely offers functional discounts on one-time large purchases. Sales greater than $20,000 may be eligible for additional price discounts from manufacturers and are flagged to indicate that additional price concessions should be sought from the manufacturer.

4. **Are there any other rebates or incentives you'd like to propose for U.S. Communities participants?**

Many Safeware-Mallory customers have their own rebates and incentives based upon customer requirements. Rather than offering a single program for all public agencies, we will continue to follow the incentives provided by individual customers. Such rebates are not formulaic, but we will work with each specific municipality to offer rebates specific to their purchase.

5. **Would any portion of your proposal change in the case of a dual award, such as your sales goals or other commitments made in your proposal?**

In order to better answer this question of how a dual award would affect our sales goals and commitments, we would need to have a better understanding of the type of proposed dual award. Some dual awards would have an extremely negative impact on our sales and projections, while others would have significantly less effect on our business and strategies.

While Safeware-Mallory is engaged in growing our U.S. Communities business across multiple market segments, we recognize that there may be complementary distribution that could potentially be considered in a dual award. For example, an award to an EMS supplier, a uniform company, a car video company, or an AED company would certainly impact our business in some capacity, but would unlikely trigger any change in the business strategy or sales goals made in our initial proposal.

On the other hand, there are some dual awards that could profoundly affect our potential sales and strategy. A company with little experience in state and local sales and no practical sales experience in the municipal space would likely spend the first year of the contract contacting current customers with a history of contract spend, and pursuing a market share of the business that has already been developed by Safeware-Mallory. This situation would force us to reallocate resources we would have directed to new customer outreach towards protecting our current interests and we would likely lose other business in the process. A dual award such as this would cause us to reconsider the sales goals and projections that we are proposing as it would dramatically affect our business. This would not be an issue in the case of a sole award as we can build on the goodwill we have developed with the current contract in the public sector.

By splitting business we have already developed between multiple awardees, our own sales would certainly be affected and contract growth would be discouraged. The lack of a clear sole source provider will potentially create conflict with many customers who currently rely on this justification to satisfy the obligation of their contracts to meet the burden of competition. We are routinely asked to document Safeware-Mallory's status as the sole awardee of this contract and our customers use this to demonstrate the legality of using our cooperative contract. With no sole source justification, many customers would not have the ability, based on their own procurement rules, to utilize the contract from either awardee.

While a dual award may seem to offer greater benefits to public agencies, we believe it could actually trigger some customers to seek additional quotes thus eliminating one of the major benefits of using the contract. There may be a point at which the benefits of a cooperative contract will be called into question, and the result may be a decision to simply compete the purchase in the open market since competition would be required anyway.

We would also like to reiterate the potential benefits of a sole source award to Safeware-Mallory. We have grown the contract over 270% in the public space over the past 6 ½ years and we believe that our forecast of $100 million in contract sales within the next five years is not only realistic, but represents a trajectory that we have already demonstrated. Safeware-Mallory has the following plans for future growth and expansion of U.S. Communities, supported by a well-established foundation.

- **Support of High Density Population Areas**
  - Over the past two years, Safeware began to shift resources to more populated areas. Currently, we have two sales representatives covering Florida and one in Texas but we expect to have several representatives in each state in the coming years. We plan to expand our team into the Gulf States and the heartland in the next few years as well. In general, we pair salespeople with population rather than geography but we plan to resource the contract with touch to more rural customers as well. On the west coast, Mallory has recently added a representative in Los Angeles to support this customer dense area.
- **Contact with Rural Customers**
  - We have historically been received graciously when making calls in rural areas and plan to combine phone sales with field reps closer to these areas to ensure penetration in the market here.

Safeware-Mallory has had success growing the contract based on the combination of several factors including knowledge in the fire, police, and safety/PPE markets as well as a strong knowledge of government procurement. We have two National Account Managers with over eight years of experience each on this contract. This experience has been the backdrop for our current success and we look forward to strong, sustained, and continued growth in the coming years. We would certainly invite and welcome a further dialog about our plans and strategies for growth, and how a dual award could affect those goals.

6. **Please confirm your understanding and agreement that for any software purchase, the County and U.S. Communities participants reserve the right to review and negotiate the license and maintenance terms and conditions prior to purchase and that your firm will provide full support for getting the negotiated license/maintenance agreement(s) executed by the County/U.S. Communities participants and the software publisher. Please confirm your agreement that your firm will obtain agreement from your software publishers that their shrink wrap, browse wrap, click through, or similar processes are for access purposes only, and any terms and conditions offered in or referenced by those procedures will have no force or effect.**

Safeware-Mallory recognizes that Fairfax County and U.S. Communities reserves the right to review the license and maintenance terms and conditions prior to any software purchase. Upon agency request, we will lend our full support towards the agencies wishes. We will, at the request of the agency, make best efforts to obtain agreement from our software publishers that their processes are for access purpose only and agree to pursue agreements that all terms and conditions referencing these processes will have no force or effect.

7. What is your firm's experience in addressing emergency response with public agencies?

We have a been responding to emergencies for customers for over 20 years and have the experiences to help agencies both plan for foreseeable emergencies such as hurricanes and respond to sudden ones like 9/11. Safeware-Mallory is on-call 24/7 to respond with products and solutions ready to rapidly deliver during any type of emergency response.

Our dedicated after hours emergency line puts customers in direct contact with a company officer to initiate emergency response. Recent customers including Federal Agencies, State Law Enforcement, and City Agencies have all utilized this number with requests for immediate supply of emergency equipment and our personnel was able to meet them at our local warehouse to pick up items such as flares, public order gear, and gas monitors. Whether it is after normal business hours, on weekends, or even holidays, our personnel are ready to assist.

One of the most recent disaster responses we were involved in includes the number of destructive hurricanes that devastated the Gulf area in the fall of 2017. Safeware worked closely with many public agencies to source quickly depleting supplies of necessary items to aid in the cleanup. We worked around the clock with county representatives in Miami-Dade to prepare for and handle the aftermath of hurricanes Harvey, Irving, and Maria. In the wake of Harvey, we played an instrumental role in outfitting a response team from Fairfax County. The devastation in the Houston area was so widespread that responders from all over the country were being deployed to aid in the cleanup. We received an email late on a Saturday afternoon from Deputy Chief Paul Ruwe of Fairfax County Fire and Rescue Department inquiring about Safeware's capacity in the Houston area. We quickly put him in touch with our rep in Katy, TX where the chief and other responders from FEMA were positioned and kept in contact all weekend helping him to source dry suits, throw bags, paddles, and more. Emergency response can be difficult for several reasons, including unpredictable circumstances, inter-agency communication, and disruption of normal shipping lines. Safeware understands these complications and worked with Chief Ruwe to meet his constantly changing needs as timelines shifted, delivery locations moved, and equipment supplies ran low. Chief Ruwe's words of gratitude speak volumes to Safeware's emergency response capabilities. He wrote, "I can't thank you enough for responding to my request for assistance on a weekend....Safeware's customer service and professionalism are second to none, thus the reason you were the first call I made."

Our long history of working with state and local agencies to help them quickly respond to all types of emergencies began with another Fairfax County Fire Chief, Chief Gaines, who called Safeware on the night of the Oklahoma City Federal Building Bombing in 1995. That very night, a team of Safeware employees met a team of Fairfax County Firefighters (the original FEMA taskforce) at the warehouse in Landover, MD to load a truck full of equipment being sent to Oklahoma to protect the responders. We still proudly display the letter of gratitude from Chief Gaines on the wall of our office as it is an excellent example of who we are as a company.

We offer the following highlights from our years of emergency response experience, excluding response to commercial and federal customers such as the PEPCO Oil Spill of 2000, Motiva Chemical Spill of 2001, to focus only on emergency responses with public agencies.

- **9/11 Attacks, 2001**
  - Ground Zero – Safeware had personnel and material arriving on site on the evening of September 11, 2001. We set up logistical points outside of the hot zone and provided emergency products around the clock to fire and police customers. We overcame the minimal existing supply chain and set up a conference call with every major respiratory manufacturer in the US at the Mayor's office in NYC resulting in the supply of truckloads of equipment to meet critical needs.
  - Pentagon – We provided the lead agency, Arlington County, with emergency equipment and set up a support team for the response. We worked closely with the Fairfax County USAR Team, and were the only supplier authorized to ship product into the hot zone.
  - Learned a lot about emergency procurement and the constraints of government purchasers in an emergency. We have used this experience to help direct and advise other agencies in all other emergency situations since.
- **Anthrax/Ricin Contamination Attacks, Washington, DC, 2001**
  - While most of our business was federal, we worked nights and weekends to provide emergency products to local responders inundated with white powder calls.
- **Hurricane Katrina, 2005**
  - Before the storm was nationwide news, Safeware received a call from Becky McKinney at Fairfax County alerting us to the severity of the disaster. We set up a logistical point in Columbus, MS where we were able to deliver truckloads of critical supplies such as hip waders, bottled water, propane, portable toilets and service, personal hygiene kits, flashlights, MREs, body bags, and even diapers and baby food which the federal government could not provide.
  - We were a key supplier to FEMA and MEMA during the days following the devastation in Mississippi and Louisiana, where we continued to earn a national reputation as a premier emergency response distributor.
- **Hurricane Sandy, 2012**
  - Many areas drew from existing caches of equipment and used us to replenish their stock. The supply chain was largely in place and we assisted with less emergency purchases and more contract and credit card buys. We received a requirement from FDNY for 55 complete sets of water rescue gear which was fulfilled and delivered in it's entirely to the emergency logistics center in Queens within 24-hours.
- **State of Michigan Flooding, August 2014**
  - State employees from State Emergency Operations Center were tasked with flood cleanup operations. Safeware was contacted after hours on a Saturday with an equipment list needed for clean-up. We sourced emergency shipments of the required kits and dispatched a truck to Michigan by Sunday morning. All purchases were made on the state contract. Local counties then used the same contract to purchase the same emergency equipment for their continued clean-up efforts.
- **Ebola Crisis, 2015**
  - Sent emergency supplies of PPE to customers all over the country, often next day air. Competitors had no inventory of DuPont suits, but due to our high annual volume of sales, we were able to source and supply our customers.
- **Zika Virus, 2016**
  - Miami Dade County procured emergency supplies such as insect repellent, wipes and sprays to protect employees and public

- **Hurricane Season, 2017**
    - Emergency supplies from all sorts of manufacturers were being reserved for Federal Response. Utilizing our widespread supply chain, we were able to source items for local responders, and coordinate shipping to hard to access areas.

On the west coast, Mallory is no stranger to emergency response either. Holding several contracts with various Public Agencies, Mallory pledges 2-hour emergency response, often deploying resources during wind and ice storms. We also have three customized trailers outfitted to both repair critical lifesaving equipment and with the ability to wash 800 respirators every 12 hours.

ATTACHMENT C
PRICING SHEET

DISCOUNT BY PRODUCT CATEGORY

Instructions:

For each category listed, provide pricing using a fixed percentage or margin from a standard index or other objectively verifiable criteria. State methodology for pricing along with a fixed discount percentage or margin. For any Services, provide a separate sheet with price breakdowns for each service/solutions offered.

	Pricing Methodology Used	Discount Percent	or	Margin	or	Other Verifiable Criteria	*State Other Verifiable Criteria if used
Product Categories:							
Personal Protective Equipment (PPE)	Discount off of Catalog List	41%					
Explosive Device Mitigation and Remediation Equipment	Discount off of Catalog List	41%					
Environmental Monitoring	Discount off of Catalog List	41%					
CBRNE Search & Rescue Equipment	Discount off of Catalog List	41%					
Interoperable Communications Equipment	Discount off of Catalog List	41%					
Detection Equipment	Discount off of Catalog List	41%					
Decontamination Equipment	Discount off of Catalog List	41%					
Hazardous Materials Storage	Discount off of Catalog List	41%					
Spill Control and Containment	Discount off of Catalog List	41%					
Physical Security Enhancement Equipment	Discount off of Catalog List	41%					
Surveillance, Warning, Access/Intrusion Control	Discount off of Catalog List	41%					
Explosion Protection	Discount off of Catalog List	41%					
Fire and Emergency Response	Discount off of Catalog List	41%					
Traffic Safety	Discount off of Catalog List	41%					
Facility Safety and Maintenance	Discount off of Catalog List	41%					
Fall Protection and Confined Space	Discount off of Catalog List	41%					
Medical and First Aid Supplies	Discount off of Catalog List	41%					
CBRNE Reference Materials	Discount off of Catalog List	41%					
Automated External Defibrillators (AEDs)	Discount off of Catalog List	41%					

ATTACHMENT C
PRICING SHEET

DISCOUNT BY PRODUCT CATEGORY

Instructions:

For each category listed, provide pricing using a fixed percentage or margin from a standard index or other objectively verifiable criteria. State methodology for pricing along with a fixed discount percentage or margin. For any Services, provide a separate sheet with price breakdowns for each service/solutions offered.

	Pricing Methodology Used	Discount Percent	or	Margin	or	Other Verifiable Criteria	*State Other Verifiable Criteria if used
Ammunition/Less than Lethal Munitions	Discount off of Catalog List	41%					
Civil Disturbance Gear	Discount off of Catalog List	41%					
Dive Gear/Underwater Recovery/Water Safety	Discount off of Catalog List	41%					
Police Fleet Management Products	Discount off of Catalog List	41%					
Law Enforcement Software	Discount off of Catalog List	41%					
Public Safety Aviation - Helicopters	Discount off of Catalog List	41%					
Public Safety Uniforms	Discount off of Catalog List	41%					
Vehicles	Discount off of Catalog List	41%					
Trainers and Training Equipment	Discount off of Catalog List	10% / 41%		Classes - 10%		Equipment/Product 41%	
Vending Solutions	Discount off of Catalog List	41%					
Related Services	Provide separate sheet for Related Services as indicated in Instructions.						
Other Non-Listed Public Safety, Law Enforcement and Fire Equipment	Discount off of Catalog List	41%					

Supplier Name: Safeware, Inc. & Mallory Safety & Supply

Supplier Signature: Kayla Aflyatt

EXHIBIT B

QUOTATION

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Contract No: OMNIA Contract #4400008468

Bill To: **Customer ID:** 132275

City of Sunrise Police Department
10440 West Oakland Park Blvd
Sunrise, FL 33351

Ship To:

City of Sunrise Police Department
10440 West Oakland Park Blvd
Sunrise, FL 33351

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Requested By: Alfonso Gebbia

PO Number	*Taker*	*Email*
Public Safety Genetec ACS 195967.5	Lori Orantes	lorantes@safewareinc.com
Freight Terms	***Phone***	***Fax***
Freight Paid	301-683-1212	301-683-1200
Sales Representative		
Peter Van Kirk		

Quantities					*Item ID* / *Item Description*	*Pricing UOM* / *Unit Size*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* / *Unit Size*	*Disp.*				

Order Note: General Description
Proposal #195967.5 SAFEWARE - Genetec ACS Takeover w/ Server

This scope of work is for the upgrade of the City of Sunrise's Access Control System (ACS), including intercom and biometric reader integrations.

Headend ACS panels will be systematically removed and replaced with Mercury hardware utilizing Genetec Security Center software application for a fully integrated security platform.

A new, rack mounted 2U application server is included and shall be installed in the IT room and configured, tested or full functionality. Existing client workstations and UPS's shall be reused and configured.

- 20 Biometric Readers, including (3) enrollment readers and licensing is included.
- The replacement of ten (10) IN/OUT alarmed keypads will be replaced with multi-class PIN

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Quantities					Item ID / Item Description	Pricing UOM / Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM / Unit Size	Disp.				
					card readers for secure Evidence and Interview Rooms. - A total of 13 intercom devices will be integrated into the Genetec Security Center software application for full integration and functionality. This count includes (5) Master Answering Stations and (8) Door Stations with 2-way communications and remote door release. - Additions to the system (card reader, intercoms, etc.) are not included. - Is it assumed that all existing hardware is functional and is in good working order. Deficiencies will be brought to management's attention as discovered. Scope of Work Access Control Computer Stations ACS Server (Security 101 provided) Software Option #1 - 1 unlimited SDK connection for Entertech with Bioconnect. If this connection is purchased in parallel to Entertech's hardware from Genetec, the SDK connection fee will be waived. (Genetec – gsc-sdk-entertech-Bioconnect) Software Support Agreement - 212 Genetec™ Advantage for 1 Synergis Pro Reader – 1 year (Genetec – ADV-RDR-P-1Y) Software Support Agreement - 13 Genetec Advantage for 1 Sipelia Intercom Connection 1 Year (Genetec – ADV-SIP-1Y) Enrollment Reader - 3 NA Only -Suprema BioLite N2 (Multiclass) Fingerprint Biometric Reader, MultiCLASS SE and Dual RFID (125kHz EM, HID Prox & 13.56M (Genetec – SY-BC-BNA) Access Control Software - 1 Soft Version (Genetec – GSC-5.11) Computer #1 - 1 Streamvault 2040E Series - 1U 6-Bay Multi-Purpose Appliance 1x Xeon E-2436 32GB RAM 2x 480GB M.2 SSD 2x 1GbE RJ45 2x 600W PSU W (Genetec – SV-2040E-R6SD480-436) Enrollment Reader - 3 BioConnect Bio Fixed			

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Quantities					Item ID / Item Description	Pricing UOM / Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM / Unit Size	Disp.				
					Reader or Bio/Adaptive Mobile authenticators (1 Year Term), yearly cost. (Genetec – SY-BC-BIODR-1Y) Access Control Software - 1 Genetec Security Center (GSC) Base Professional Package. Includes Synergis Professional Package with 2 Access Managers, Remote Security Desk, and Badge Designer. Includes Omnicast Professional Package with Archiving support, Media Router, Audio, Remote Security Desk, Camera Sequences, Camera Blocking, Camera Dewarping, Time Zone Edge recording, trickling and archive transfer, Keyboard and Joystick Support. Includes AutoVu Standard Package. Other features included: Threat Level module, Plan Manager Advanced for GIS Map servers with unlimited entities, a Standard package for Restricted Security Area Surveillance, Active Directory Integration, an authentication role, and an Active Directory Federation services connection. Limited to: 256 readers, 2 Access Managers, 10 clients, 250 cameras, 10 clients, and 20 Archivers. (Genetec – GSC-BASE-P) Panel Locations 01. AB - Warehouse S&R 1-212 (x16CR) Both ACS panels below are included in this room. --AB Cluster 1-20 --AB Cluster Edge 1-28 Reader Board Type #1 - 6 Mercury MR52 2-reader interface module Series 3 (8 inputs, 6 relays, PCB only, software connections included) (Genetec – SY-MR52-S3) Control Panel - 1 Mercury Intelligent Controller, Linux Based, 8In/4Out/2Rd (Software Connections included) (Genetec – SY-LP1502) Cabinet / Enclosure - 1 LifeSafety Power -150W power supply, 12A/12V or 6A/24V | 250W power supply, 20A/12V or 10A/24V | 16 relay lock control outputs fused at 3A per output, each output selectable for FAI, failsafe, failsecure | 24 DC auxiliary outputs class 2 power limited at 2.5A per output, each output selectable for Buss 1 or Buss 2 | E8 enclosure size 36H x 30W x 6.5D			

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Quantities					*Item ID* / *Item Description*	*Pricing UOM* / *Unit Size*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* / *Unit Size*	*Disp.*				
					with 16 DR Mercury back plate, Tiewrap, 16 Doors, Mercury MR52 / LP1502 board(s (Genetec – SY-FPO150250-2C8P3D8PE8M2-T16A) Batteries - 4 12V 7AH SLA BATTERY F1 (ULTRATECH – IM-1272F1) Other - 1 Expenses: Misc Expenses provided by Security 101 02. AB - CNU Storage Room 1-192 (x22CR) Both ACS panels below are included in this room. --AB Cluster 1-21 --AB Cluster 1-22 Reader Board Type #1 - 10 Mercury MR52 2-reader interface module Series 3 (8 inputs, 6 relays, PCB only, software connections included) (Genetec – SY-MR52-S3) Control Panel - 1 Mercury Intelligent Controller, Linux Based, 8In/4Out/2Rd (Software Connections included) (Genetec – SY-LP1502) Input Board #1 - 1 Mercury MR16IN 16-input Monitor Module Series 3 (2 relays, PCB only, software connections included) (Genetec – SY-MR16IN-S3) Cabinet / Enclosure - 2 LifeSafety Power -150W power supply, 12A/12V or 6A/24V | 250W power supply, 20A/12V or 10A/24V | 16 relay lock control outputs fused at 3A per output, each output selectable for FAI, failsafe, failsecure | 24 DC auxiliary outputs class 2 power limited at 2.5A per output, each output selectable for Buss 1 or Buss 2 | E8 enclosure size 36H x 30W x 6.5D with 16 DR Mercury back plate, Tiewrap, 16 Doors, Mercury MR52 / LP1502 board(s (Genetec – SY-FPO150250-2C8P3D8PE8M2-T16A) Batteries - 4 12V 7AH SLA BATTERY F1 (ULTRATECH – IM-1272F1) Other - 2 Expenses: Misc Expenses provided by Security 101 04. PSB - 1st Fl Comm Room 1-124A (x35CR) (3) ACS panels below are included in this room.			

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Ordered	*Allocated*	*Remaining*	*UOM* / *Unit Size*	*Disp.*				
					--PS Cluster 1-12 (x13CR) --PS Cluster 1-13 (x14CR) --PS Cluster 1-14 Jail Full (x8CR) Reader Board Type #1 - 17 Mercury MR52 2-reader interface module Series 3 (8 inputs, 6 relays, PCB only, software connections included) (Genetec – SY-MR52-S3) Control Panel - 1 Mercury Intelligent Controller, Linux Based, 8In/4Out/2Rd (Software Connections included) (Genetec – SY-LP1502) Input Board #1 - 1 Mercury MR16IN 16-input Monitor Module Series 3 (2 relays, PCB only, software connections included) (Genetec – SY-MR16IN-S3) Cabinet / Enclosure - 3 LifeSafety Power -150W power supply, 12A/12V or 6A/24V | 250W power supply, 20A/12V or 10A/24V | 16 relay lock control outputs fused at 3A per output, each output selectable for FAI, failsafe, failsecure | 24 DC auxiliary outputs class 2 power limited at 2.5A per output, each output selectable for Buss 1 or Buss 2 | E8 enclosure size 36H x 30W x 6.5D with 16 DR Mercury back plate, Tiewrap, 16 Doors, Mercury MR52 / LP1502 board(s (Genetec – SY-FPO150250-2C8P3D8PE8M2-T16A) Control Panel Accessory - 1 Synergis Cloud Link with 4GB of RAM, 16GB Flash, second generation, installed with Synergis access control firmware, four RS-485 ports, PoE. (Genetec – SY-CLOUDLINK-G2) Batteries - 12 12V 7AH SLA BATTERY F1 (ULTRATECH – IM-1272F1) Other - 3 Expenses: Misc Expenses provided by Security 101 05. PSB - 2nd Comm. Room 2-129A (x23CR) Both ACS panels below are included in this room. --PS Cluster 2-15 --PS Cluster 2-16 Reader Board Type #1 - 21 Mercury MR52 2-reader interface module Series 3 (8 inputs, 6 relays, PCB only, software connections included)			

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Quantities					Item ID / Item Description	Pricing UOM / Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM / Unit Size	Disp.				

(Genetec – SY-MR52-S3)
Control Panel - 1 Mercury Intelligent Controller, Linux Based, 8In/4Out/2Rd (Software Connections included) (Genetec – SY-LP1502)
Cabinet / Enclosure - 2 LifeSafety Power -150W power supply, 12A/12V or 6A/24V | 250W power supply, 20A/12V or 10A/24V | 16 relay lock control outputs fused at 3A per output, each output selectable for FAI, failsafe, failsecure | 24 DC auxiliary outputs class 2 power limited at 2.5A per output, each output selectable for Buss 1 or Buss 2 | E8 enclosure size 36H x 30W x 6.5D with 16 DR Mercury back plate, Tiewrap, 16 Doors, Mercury MR52 / LP1502 board(s (Genetec – SY-FPO150250-2C8P3D8PE8M2-T16A)
Batteries - 8 12V 7AH SLA BATTERY F1 (ULTRATECH – IM-1272F1)
Other - 2 Expenses: Misc Expenses provided by Security 101

03. FD - Fire Station 72 (x9CR)
Both ACS panels below are included in this STATION, broken up into two panel rooms.
--FD 72
--FD Cluster 1-23
Reader Board Type #1 - 4 Mercury MR52 2-reader interface module Series 3 (8 inputs, 6 relays, PCB only, software connections included) (Genetec – SY-MR52-S3)
Control Panel - 2 Mercury Intelligent Controller, Linux Based, 8In/4Out/2Rd (Software Connections included) (Genetec – SY-LP1502)
Cabinet / Enclosure - 1 LifeSafety Power -150W power supply, 12A/12V or 6A/24V | 250W power supply, 20A/12V or 10A/24V | 16 relay lock control outputs fused at 3A per output, each output selectable for FAI, failsafe, failsecure | 24 DC auxiliary outputs class 2 power limited at 2.5A per output, each output selectable for Buss 1 or Buss 2 | E8 enclosure size 36H x 30W x 6.5D with 16 DR Mercury back plate, Tiewrap, 16 Doors, Mercury MR52 / LP1502 board(s

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Ordered	Allocated	Remaining	UOM / Unit Size	Disp.				
					(Genetec – SY-FPO150250-2C8P3D8PE8M2-T16A) Batteries - 4 12V 7AH SLA BATTERY F1 (ULTRATECH – IM-1272F1) Other - 2 Expenses: Misc Expenses provided by Security 101 06. PSB - 3rd Comm. Room 3-125A (x18CR) Reader Board Type #1 - 9 Mercury MR52 2-reader interface module Series 3 (8 inputs, 6 relays, PCB only, software connections included) (Genetec – SY-MR52-S3) Control Panel - 1 Mercury Intelligent Controller, Linux Based, 8In/4Out/2Rd (Software Connections included) (Genetec – SY-LP1502) Cabinet / Enclosure - 2 LifeSafety Power -150W power supply, 12A/12V or 6A/24V | 250W power supply, 20A/12V or 10A/24V | 16 relay lock control outputs fused at 3A per output, each output selectable for FAI, failsafe, failsecure | 24 DC auxiliary outputs class 2 power limited at 2.5A per output, each output selectable for Buss 1 or Buss 2 | E8 enclosure size 36H x 30W x 6.5D with 16 DR Mercury back plate, Tiewrap, 16 Doors, Mercury MR52 / LP1502 board(s (Genetec – SY-FPO150250-2C8P3D8PE8M2-T16A) Batteries - 8 12V 7AH SLA BATTERY F1 (ULTRATECH – IM-1272F1) Other - 2 Expenses: Misc Expenses provided by Security 101 07. PSB - 4th Comm. Room 4-131A (x5CR) ACS panel below is included in this room. PS Cluster 4-18 (x5CR) Reader Board Type #1 - 2 Mercury MR52 2-reader interface module Series 3 (8 inputs, 6 relays, PCB only, software connections included) (Genetec – SY-MR52-S3) Control Panel - 1 Mercury Intelligent Controller, Linux Based, 8In/4Out/2Rd (Software Connections included) (Genetec – SY-LP1502) Cabinet / Enclosure - 1 LifeSafety Power -150W			

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Quantities					Item ID / Item Description	Pricing UOM / Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM / Unit Size	Disp.				
					power supply, 12A/12V or 6A/24V | 250W power supply, 20A/12V or 10A/24V | 16 relay lock control outputs fused at 3A per output, each output selectable for FAI, failsafe, failsecure | 24 DC auxiliary outputs class 2 power limited at 2.5A per output, each output selectable for Buss 1 or Buss 2 | E8 enclosure size 36H x 30W x 6.5D with 16 DR Mercury back plate, Tiewrap, 16 Doors, Mercury MR52 / LP1502 board(s (Genetec – SY-FPO150250-2C8P3D8PE8M2-T16A) Batteries - 4 12V 7AH SLA BATTERY F1 (ULTRATECH – IM-1272F1) Other - 1 Expenses: Misc Expenses provided by Security 101			
					08. PSB - 5th Comm. Room 5-131A (x15CR) ACS panel below is included in this room. PS Cluster 5-19 (x15CR) Reader Board Type #1 - 7 Mercury MR52 2-reader interface module Series 3 (8 inputs, 6 relays, PCB only, software connections included) (Genetec – SY-MR52-S3) Cabinet / Enclosure - 1 LifeSafety Power -150W power supply, 12A/12V or 6A/24V | 250W power supply, 20A/12V or 10A/24V | 16 relay lock control outputs fused at 3A per output, each output selectable for FAI, failsafe, failsecure | 24 DC auxiliary outputs class 2 power limited at 2.5A per output, each output selectable for Buss 1 or Buss 2 | E8 enclosure size 36H x 30W x 6.5D with 16 DR Mercury back plate, Tiewrap, 16 Doors, Mercury MR52 / LP1502 board(s (Genetec – SY-FPO150250-2C8P3D8PE8M2-T16A) Control Panel - 1 Mercury Intelligent Controller, Linux Based, 8In/4Out/2Rd (Software Connections included) (Genetec – SY-LP1502) Batteries - 4 12V 7AH SLA BATTERY F1 (ULTRATECH – IM-1272F1) Other - 1 Expenses: Misc Expenses provided by Security 101			

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Ordered	*Allocated*	*Remaining*	*UOM* / *Unit Size*	*Disp.*				
					09. PSB - Front Desk Kiosk (x1CR) The ACS panel included in this location: -- PS Cluster Edge 1-29 Kiosk Control Panel Accessory - 1 MOUNTING MAGNET 8PK (ALTRONIX CORP. – MM8) Control Panel - 1 Mercury Intelligent Controller, Linux Based, 2In/2Out/2Rd, PoE+ Support (Software Connections included) (Genetec – SY-LP1501) Cabinet / Enclosure - 1 Existing or Customer Supplied Other - 1 Expenses: Misc Expenses provided by Security 101 10. PSB - PS VIN Cluster 1-32 (x1CR) The ACS panel included in this location: -- PS Cluster Edge 1-29 Kiosk Control Panel Accessory - 1 MOUNTING MAGNET 8PK (ALTRONIX CORP. – MM8) Control Panel - 1 Mercury Intelligent Controller, Linux Based, 2In/2Out/2Rd, PoE+ Support (Software Connections included) (Genetec – SY-LP1501) Cabinet / Enclosure - 1 Existing or Customer Supplied Other - 1 Expenses: Misc Expenses provided by Security 101 11. FD - Fire Station 39 (x7CR) Reader Board Type #1 - 3 Mercury MR52 2-reader interface module Series 3 (8 inputs, 6 relays, PCB only, software connections included) (Genetec – SY-MR52-S3) Cabinet / Enclosure - 1 LifeSafety Power -150W power supply, 12A/12V or 6A/24V | 250W power supply, 20A/12V or 10A/24V | 16 relay lock control outputs fused at 3A per output, each output selectable for FAI, failsafe, failsecure | 24 DC auxiliary outputs class 2 power limited at 2.5A per output, each output selectable for Buss 1 or Buss 2 | E8 enclosure size 36H x 30W x 6.5D with 16 DR Mercury back plate, Tiewrap, 16 Doors, Mercury MR52 / LP1502 board(s			

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Ordered	Allocated	Remaining	UOM / Unit Size	Disp.				

(Genetec – SY-FPO150250-2C8P3D8PE8M2-T16A)
Control Panel - 1 Mercury Intelligent Controller, Linux Based, 8In/4Out/2Rd (Software Connections included) (Genetec – SY-LP1502)
Batteries - 4 12V 7AH SLA BATTERY F1 (ULTRATECH – IM-1272F1)
Other - 1 Expenses: Misc Expenses provided by Security 101

12. FD - Fire Station 83 (x7CR)
Reader Board Type #1 - 3 Mercury MR52 2-reader interface module Series 3 (8 inputs, 6 relays, PCB only, software connections included) (Genetec – SY-MR52-S3)
Control Panel - 1 Mercury Intelligent Controller, Linux Based, 8In/4Out/2Rd (Software Connections included) (Genetec – SY-LP1502)
Cabinet / Enclosure - 1 LifeSafety Power -150W power supply, 12A/12V or 6A/24V | 250W power supply, 20A/12V or 10A/24V | 16 relay lock control outputs fused at 3A per output, each output selectable for FAI, failsafe, failsecure | 24 DC auxiliary outputs class 2 power limited at 2.5A per output, each output selectable for Buss 1 or Buss 2 | E8 enclosure size 36H x 30W x 6.5D with 16 DR Mercury back plate, Tiewrap, 16 Doors, Mercury MR52 / LP1502 board(s (Genetec – SY-FPO150250-2C8P3D8PE8M2-T16A)
Batteries - 4 12V 7AH SLA BATTERY F1 (ULTRATECH – IM-1272F1)
Other - 1 Expenses: Misc Expenses provided by Security 101

13. FD - Fire Station 92 (x13CR)
Reader Board Type #1 - 6 Mercury MR52 2-reader interface module Series 3 (8 inputs, 6 relays, PCB only, software connections included) (Genetec – SY-MR52-S3)
Control Panel - 1 Mercury Intelligent Controller, Linux Based, 8In/4Out/2Rd (Software Connections included) (Genetec – SY-LP1502)

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					Cabinet / Enclosure - 1 LifeSafety Power -150W power supply, 12A/12V or 6A/24V | 250W power supply, 20A/12V or 10A/24V | 16 relay lock control outputs fused at 3A per output, each output selectable for FAI, failsafe, failsecure | 24 DC auxiliary outputs class 2 power limited at 2.5A per output, each output selectable for Buss 1 or Buss 2 | E8 enclosure size 36H x 30W x 6.5D with 16 DR Mercury back plate, Tiewrap, 16 Doors, Mercury MR52 / LP1502 board(s (Genetec – SY-FPO150250-2C8P3D8PE8M2-T16A) Batteries - 4 12V 7AH SLA BATTERY F1 (ULTRATECH – IM-1272F1) Other - 1 Expenses: Misc Expenses provided by Security 101			
					14. FD - Fire Station 59 (x8CR) Reader Board Type #1 - 3 Mercury MR52 2-reader interface module Series 3 (8 inputs, 6 relays, PCB only, software connections included) (Genetec – SY-MR52-S3) Control Panel - 1 Mercury Intelligent Controller, Linux Based, 8In/4Out/2Rd (Software Connections included) (Genetec – SY-LP1502) Cabinet / Enclosure - 1 LifeSafety Power -150W power supply, 12A/12V or 6A/24V | 250W power supply, 20A/12V or 10A/24V | 16 relay lock control outputs fused at 3A per output, each output selectable for FAI, failsafe, failsecure | 24 DC auxiliary outputs class 2 power limited at 2.5A per output, each output selectable for Buss 1 or Buss 2 | E8 enclosure size 36H x 30W x 6.5D with 16 DR Mercury back plate, Tiewrap, 16 Doors, Mercury MR52 / LP1502 board(s (Genetec – SY-FPO150250-2C8P3D8PE8M2-T16A) Batteries - 4 12V 7AH SLA BATTERY F1 (ULTRATECH – IM-1272F1) Other - 1 Expenses: Misc Expenses provided by Security 101			

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Contract No: OMNIA Contract #4400008468

Quantities					Item ID / Item Description	Pricing UOM / Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM / Unit Size	Disp.				
					Order Note: Access Controlled Doors 1-190 (biometric reader upgrade) Exit Device - PIR - 1 Existing or Customer Supplied Electric Lock 1 - 1 Existing or Customer Supplied Card Reader In - 1 NA Only -Suprema BioLite N2 (Multiclass) Fingerprint Biometric Reader, MultiCLASS SE and Dual RFID (125kHz EM, HID Prox & 13.56M (Genetec – SY-BC-BNA) Misc Accessories - 1 BioConnect Bio Fixed Reader or Bio/Adaptive Mobile authenticators (1 Year Term), yearly cost. (Genetec – SY-BC-BIODR-1Y) Door Contact - 1 Existing or Customer Supplied 1-210 (biometric reader upgrade) Electric Lock 1 - 1 Existing or Customer Supplied Door Contact - 1 Existing or Customer Supplied Exit Device - PIR - 1 Existing or Customer Supplied Card Reader In - 1 NA Only -Suprema BioLite N2 (Multiclass) Fingerprint Biometric Reader, MultiCLASS SE and Dual RFID (125kHz EM, HID Prox & 13.56M (Genetec – SY-BC-BNA) Misc Accessories - 1 BioConnect Bio Fixed Reader or Bio/Adaptive Mobile authenticators (1 Year Term), yearly cost. (Genetec – SY-BC-BIODR-1Y) 1-215 (biometric reader upgrade) Electric Lock 1 - 1 Existing or Customer Supplied Door Contact - 1 Existing or Customer Supplied Card Reader In - 1 NA Only -Suprema BioLite N2 (Multiclass) Fingerprint Biometric Reader, MultiCLASS SE and Dual RFID (125kHz EM, HID Prox & 13.56M (Genetec – SY-BC-BNA) Misc Accessories - 1 BioConnect Bio Fixed Reader or Bio/Adaptive Mobile authenticators (1 Year Term), yearly cost. (Genetec – SY-BC-BIODR-1Y) Exit Device - PIR - 1 Existing or Customer Supplied			

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Quantities					*Item ID* / *Item Description*	*Pricing UOM* / *Unit Size*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* / *Unit Size*	*Disp.*				
					1-118 (biometric reader upgrade) Exit Device - PIR - 1 Existing or Customer Supplied Electric Lock 1 - 1 Existing or Customer Supplied Card Reader In - 1 NA Only -Suprema BioLite N2 (Multiclass) Fingerprint Biometric Reader, MultiCLASS SE and Dual RFID (125kHz EM, HID Prox & 13.56M (Genetec – SY-BC-BNA) Misc Accessories - 1 BioConnect Bio Fixed Reader or Bio/Adaptive Mobile authenticators (1 Year Term), yearly cost. (Genetec – SY-BC-BIODR-1Y) Door Contact - 1 Existing or Customer Supplied			
					2-130 (biometric reader upgrade) Exit Device - PIR - 1 Existing or Customer Supplied Electric Lock 1 - 1 Existing or Customer Supplied Card Reader In - 1 NA Only -Suprema BioLite N2 (Multiclass) Fingerprint Biometric Reader, MultiCLASS SE and Dual RFID (125kHz EM, HID Prox & 13.56M (Genetec – SY-BC-BNA) Misc Accessories - 1 BioConnect Bio Fixed Reader or Bio/Adaptive Mobile authenticators (1 Year Term), yearly cost. (Genetec – SY-BC-BIODR-1Y) Door Contact - 1 Existing or Customer Supplied			
					2-139 (biometric reader upgrade) Electric Lock 1 - 1 Existing or Customer Supplied Door Contact - 1 Existing or Customer Supplied Exit Device - PIR - 1 Existing or Customer Supplied Card Reader In - 1 NA Only -Suprema BioLite N2 (Multiclass) Fingerprint Biometric Reader, MultiCLASS SE and Dual RFID (125kHz EM, HID Prox & 13.56M (Genetec – SY-BC-BNA) Misc Accessories - 1 BioConnect Bio Fixed Reader or Bio/Adaptive Mobile authenticators (1 Year Term), yearly cost. (Genetec – SY-BC-BIODR-1Y)			
					2-142 (biometric reader upgrade)			

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Ordered	Allocated	Remaining	UOM / Unit Size	Disp.				
					Electric Lock 1 - 1 Existing or Customer Supplied Card Reader In - 1 NA Only -Suprema BioLite N2 (Multiclass) Fingerprint Biometric Reader, MultiCLASS SE and Dual RFID (125kHz EM, HID Prox & 13.56M (Genetec – SY-BC-BNA) Misc Accessories - 1 BioConnect Bio Fixed Reader or Bio/Adaptive Mobile authenticators (1 Year Term), yearly cost. (Genetec – SY-BC-BIODR-1Y) Exit Device - PIR - 1 Existing or Customer Supplied Door Contact - 1 Existing or Customer Supplied 2-150 (biometric reader upgrade) Electric Lock 1 - 1 Existing or Customer Supplied Card Reader In - 1 NA Only -Suprema BioLite N2 (Multiclass) Fingerprint Biometric Reader, MultiCLASS SE and Dual RFID (125kHz EM, HID Prox & 13.56M (Genetec – SY-BC-BNA) Misc Accessories - 1 BioConnect Bio Fixed Reader or Bio/Adaptive Mobile authenticators (1 Year Term), yearly cost. (Genetec – SY-BC-BIODR-1Y) Door Contact - 1 Existing or Customer Supplied Exit Device - PIR - 1 Existing or Customer Supplied 2-151A (biometric reader upgrade) Electric Lock 1 - 1 Existing or Customer Supplied Card Reader In - 1 NA Only -Suprema BioLite N2 (Multiclass) Fingerprint Biometric Reader, MultiCLASS SE and Dual RFID (125kHz EM, HID Prox & 13.56M (Genetec – SY-BC-BNA) Misc Accessories - 1 BioConnect Bio Fixed Reader or Bio/Adaptive Mobile authenticators (1 Year Term), yearly cost. (Genetec – SY-BC-BIODR-1Y) Exit Device - PIR - 1 Existing or Customer Supplied Door Contact - 1 Existing or Customer Supplied 2-153 (biometric reader upgrade) Electric Lock 1 - 1 Existing or Customer Supplied			

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Ordered	*Allocated*	*Remaining*	*UOM* / *Unit Size*	*Disp.*				
					Card Reader In - 1 NA Only -Suprema BioLite N2 (Multiclass) Fingerprint Biometric Reader, MultiCLASS SE and Dual RFID (125kHz EM, HID Prox & 13.56M (Genetec – SY-BC-BNA) Misc Accessories - 1 BioConnect Bio Fixed Reader or Bio/Adaptive Mobile authenticators (1 Year Term), yearly cost. (Genetec – SY-BC-BIODR-1Y) Door Contact - 1 Existing or Customer Supplied Exit Device - PIR - 1 Existing or Customer Supplied 2-156 (biometric reader upgrade) Exit Device - PIR - 1 Existing or Customer Supplied Electric Lock 1- 1 Existing or Customer Supplied Card Reader In- 1 NA Only -Suprema BioLite N2 (Multiclass) Fingerprint Biometric Reader, MultiCLASS SE and Dual RFID (125kHz EM, HID Prox & 13.56M (Genetec – SY-BC-BNA) Misc Accessories - 1 BioConnect Bio Fixed Reader or Bio/Adaptive Mobile authenticators (1 Year Term), yearly cost. (Genetec – SY-BC-BIODR-1Y) Door Contact - 1 Existing or Customer Supplied 2-157 (biometric reader upgrade) Exit Device - PIR - 1 Existing or Customer Supplied Electric Lock 1 - 1 Existing or Customer Supplied Card Reader In - 1 NA Only -Suprema BioLite N2 (Multiclass) Fingerprint Biometric Reader, MultiCLASS SE and Dual RFID (125kHz EM, HID Prox & 13.56M (Genetec – SY-BC-BNA) Misc Accessories - 1 BioConnect Bio Fixed Reader or Bio/Adaptive Mobile authenticators (1 Year Term), yearly cost. (Genetec – SY-BC-BIODR-1Y) Door Contact - 1 Existing or Customer Supplied 3-137 (biometric reader upgrade) Electric Lock 1 - 1 Existing or Customer Supplied Door Contact - 1 Existing or Customer Supplied			

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Quantities					Item ID / Item Description	Pricing UOM / Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM / Unit Size	Disp.				
					Exit Device - PIR - 1 Existing or Customer Supplied Card Reader In - 1 NA Only -Suprema BioLite N2 (Multiclass) Fingerprint Biometric Reader, MultiCLASS SE and Dual RFID (125kHz EM, HID Prox & 13.56M (Genetec – SY-BC-BNA) Misc Accessories - 1 BioConnect Bio Fixed Reader or Bio/Adaptive Mobile authenticators (1 Year Term), yearly cost. (Genetec – SY-BC-BIODR-1Y) 5-103 (biometric reader upgrade) Electric Lock 1 - 1 Existing or Customer Supplied Door Contact - 1 Existing or Customer Supplied Exit Device - PIR - 1 Existing or Customer Supplied Card Reader In - 1 NA Only -Suprema BioLite N2 (Multiclass) Fingerprint Biometric Reader, MultiCLASS SE and Dual RFID (125kHz EM, HID Prox & 13.56M (Genetec – SY-BC-BNA) Misc Accessories - 1 BioConnect Bio Fixed Reader or Bio/Adaptive Mobile authenticators (1 Year Term), yearly cost. (Genetec – SY-BC-BIODR-1Y) 5-105A (biometric reader upgrade) Electric Lock 1 - 1 Existing or Customer Supplied Door Contact - 1 Existing or Customer Supplied Exit Device - PIR - 1 Existing or Customer Supplied Card Reader In - 1 NA Only -Suprema BioLite N2 (Multiclass) Fingerprint Biometric Reader, MultiCLASS SE and Dual RFID (125kHz EM, HID Prox & 13.56M (Genetec – SY-BC-BNA) Misc Accessories - 1 BioConnect Bio Fixed Reader or Bio/Adaptive Mobile authenticators (1 Year Term), yearly cost. (Genetec – SY-BC-BIODR-1Y) 5-105B (biometric reader upgrade) Exit Device - PIR - 1 Existing or Customer Supplied Electric Lock 1 - 1 Existing or Customer Supplied			

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Ordered	*Allocated*	*Remaining*	*UOM* / *Unit Size*	*Disp.*				
					Card Reader In - 1 NA Only -Suprema BioLite N2 (Multiclass) Fingerprint Biometric Reader, MultiCLASS SE and Dual RFID (125kHz EM, HID Prox & 13.56M (Genetec – SY-BC-BNA) Misc Accessories - 1 BioConnect Bio Fixed Reader or Bio/Adaptive Mobile authenticators (1 Year Term), yearly cost. (Genetec – SY-BC-BIODR-1Y) Door Contact - 1 Existing or Customer Supplied 5-133 (biometric reader upgrade) Electric Lock 1 - 1 Existing or Customer Supplied Exit Device - PIR - 1 Existing or Customer Supplied Card Reader In - 1 NA Only -Suprema BioLite N2 (Multiclass) Fingerprint Biometric Reader, MultiCLASS SE and Dual RFID (125kHz EM, HID Prox & 13.56M (Genetec – SY-BC-BNA) Misc Accessories - 1 BioConnect Bio Fixed Reader or Bio/Adaptive Mobile authenticators (1 Year Term), yearly cost. (Genetec – SY-BC-BIODR-1Y) Door Contact - 1 Existing or Customer Supplied 01. 2nd Fl. Interview Room Adult (x2) - KEYPAD/PIN CR REPLACEMENT Card Reader Out - 1 RPK40 MULTICLASS SE REV E LF STD HF STD/SIO/SEOS WIEG BLK PIG STD-1 LED RED FLSH GRN BZR ON CSN 32-BIT MSB KPF (Genetec – 921PTNNEK00000) Card Reader In - 1 RPK40 MULTICLASS SE REV E LF STD HF STD/SIO/SEOS WIEG BLK PIG STD-1 LED RED FLSH GRN BZR ON CSN 32-BIT MSB KPF (Genetec – 921PTNNEK00000) 02. 2nd Fl. Interview Room Children (x2) - KEYPAD/PIN CR REPLACEMENT Card Reader Out - 1 RPK40 MULTICLASS SE REV E LF STD HF STD/SIO/SEOS WIEG BLK PIG STD-1 LED RED FLSH GRN BZR ON CSN 32-BIT MSB KPF (Genetec –			

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Ordered	*Allocated*	*Remaining*	*UOM* / *Unit Size*	*Disp.*				
					921PTNNEK00000) Card Reader In - 1 RPK40 MULTICLASS SE REV E LF STD HF STD/SIO/SEOS WIEG BLK PIG STD-1 LED RED FLSH GRN BZR ON CSN 32-BIT MSB KPF (Genetec – 921PTNNEK00000) 03. SIS Sargent (x2) - KEYPAD/PIN CR REPLACEMENT Card Reader Out - 1 RPK40 MULTICLASS SE REV E LF STD HF STD/SIO/SEOS WIEG BLK PIG STD-1 LED RED FLSH GRN BZR ON CSN 32-BIT MSB KPF (Genetec – 921PTNNEK00000) Card Reader In - 1 RPK40 MULTICLASS SE REV E LF STD HF STD/SIO/SEOS WIEG BLK PIG STD-1 LED RED FLSH GRN BZR ON CSN 32-BIT MSB KPF (Genetec – 921PTNNEK00000) 04. Large Evidence Room (x2) - KEYPAD/PIN CR REPLACEMENT Card Reader Out - 1 RPK40 MULTICLASS SE REV E LF STD HF STD/SIO/SEOS WIEG BLK PIG STD-1 LED RED FLSH GRN BZR ON CSN 32-BIT MSB KPF (Genetec – 921PTNNEK00000) Card Reader In - 1 RPK40 MULTICLASS SE REV E LF STD HF STD/SIO/SEOS WIEG BLK PIG STD-1 LED RED FLSH GRN BZR ON CSN 32-BIT MSB KPF (Genetec – 921PTNNEK00000) 05. Small Evidence Room (x2) - KEYPAD/PIN CR REPLACEMENT Card Reader Out - 1 RPK40 MULTICLASS SE REV E LF STD HF STD/SIO/SEOS WIEG BLK PIG STD-1 LED RED FLSH GRN BZR ON CSN 32-BIT MSB KPF (Genetec – 921PTNNEK00000) Card Reader In - 1 RPK40 MULTICLASS SE REV E LF STD HF STD/SIO/SEOS WIEG BLK PIG STD-1 LED RED FLSH GRN BZR ON			

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Ordered	*Allocated*	*Remaining*	*UOM* / *Unit Size*	*Disp.*				

CSN 32-BIT MSB KPF (Genetec – 921PTNNEK00000)

Additional Items
Intercom

Computer Stations
ACS Server
This location has no equipment

Master Stations
Master Station (x5)
Master intercom station include the following locations:
1. Room 1-140
2. Room 1-149
3. Room 1-212
4. Room 3-159
5. Room 3-161
Accessory 1 - 5 1 Connection to an Intercom Station including failover and bidirectional audio and video recording (Genetec – GSC-SIPELIA-1SIP)
Master Intercom - 5 Existing or Customer Supplied.

Door Stations
Door Stations (x8)
Door stations include the following locations:
1. Employee Gate
2. North Gate
3. Sallyport Entrance
4. Room/Door 1-101A
5. 188 (wall Mounted)
6. 188 (wall mounted)
7. Room/Door 1-212B
8. Room/Door 3-159
Accessory 1 - 8 1 Connection to an Intercom Station including failover and bidirectional audio and video recording (Genetec – GSC-SIPELIA-1SIP)
Door Station - 8 Existing or Customer Supplied

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Ordered	Allocated	Remaining	UOM / Unit Size	Disp.				
					Order Note: Security 101 may adjust prices in this Agreement should costs increase due to new or higher tariffs, duties, or government levies imposed after the Date of Acceptance. Price adjustments must be proportional to Security 101's increased costs and communicated to the Customer in writing with supporting documentation. Billing and Payment Terms Equipment, materials and shipping will be invoiced on order. Labor invoiced as used.			
1.00	0.00	1.00	EA	1.0	SSI ***MARKED SSI (SENSITIVE SECURITY INFORMATION***	EA 1.0	0.00	0.00
1.00	0.00	1.00	EA	1.0	PVANKIRK For questions regarding this proposal Please contact: Peter Van Kirk Safeware, Inc. North American Director-Government Security Solutions (M) 561-262-8343 (O) 561-400-1029 (F) 804-236-0429 (E) pvankirk@safewareinc.com	EA 1.0	0.00	0.00
2.00	0.00	2.00	EA	1.0	SEC MM8 ***Safeware Catalog Price:*** 71.68 ***Contract Discount:*** 41% Mounting Magnet 8 pk	EA 1.0	32.66 ***Your Discount:*** 54.00	65.32
10.00	0.00	10.00	EA	1.0	SEC 921PTNNEK00000 ***Safeware Catalog Price:*** 1,228.29 ***Contract Discount:*** 41% HID iCLASS Reader, RPK40, Multiclass 32 Bit	EA 1.0	562.49 ***Your Discount:*** 54.00	5,624.90
212.00	0.00	212.00	EA	1.0	SEC ADV-RDR-P-1Y ***Safeware Catalog Price:*** 27.54 ***Contract Discount:*** 41% Genetec™ Advantage,1 Synergis Pro Reader	EA 1.0	11.08 ***Your Discount:*** 60.00	2,348.96

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Ordered	Allocated	Remaining	UOM / Unit Size	Disp.				
					1 Year			
13.00	0.00	13.00	EA		SEC ACV-SIP-1Y	EA	34.09	443.17
					Safeware Catalog Price: 84.75 ***Contract Discount:*** 41%		***Your Discount:***	60.00
				1.0	Genetec Advantage for 1 Sipelia Intercom Connection 1 Year	1.0		
1.00	0.00	1.00	EA		SEC GSC-5.11	EA	0.00	0.00
				1.0	Soft Version	1.0		
1.00	0.00	1.00	EA		SEC GSC-BASE-P	EA	1,278.41	1,278.41
					Safeware Catalog Price: 3,177.97 ***Contract Discount:*** 41%		***Your Discount:***	60.00
				1.0	Genetec Security Center (GSC) BaseProPkg	1.0		
					Order Line Notes: Includes Synergis Professional Package with 2 Access Managers, Remote Security Desk, and Badge Designer. Includes Omnicast Professional Package with Archiving support, Media Router, Audio, Remote Security Desk, Camera Sequences, Camera Blocking, Camera Dewarping Time Zone, Edge recording, trickling and archive transfer, Keyboard and Joystick Support. Includes AutoVu Standard Package. Other features included: Threat Level module, Plan Manager Advanced for GIS Map servers with unlimited entities, a Standard package for Restricted Security Area Surveillance, Active Directory Integration, an authentication role, and an Active Directory Federation services connection. Limited to: 256 readers, 2 Access Managers, 10 clients, 250 cameras, 10 clients, and 20 Archivers.			
1.00	0.00	1.00	EA		SEC GSC-SDK-ENTERTECH-BIOCONNECT	EA	213.07	213.07
					Safeware Catalog Price: 529.67 ***Contract Discount:*** 41%		***Your Discount:***	60.00
				1.0	Unlimited SDK Connection for Entertech w/Bioconnect. If this connection is purchased in parallel to Entertech's hardware from Genetec, the SDK connection fee will be waived.	1.0		
13.00	0.00	13.00	EA		SEC GSC-SIPELIA-1SIP	EA	251.42	3,268.46
					Safeware Catalog Price: 625.01 ***Contract Discount:*** 41%		***Your Discount:***	60.00
				1.0	1 Connection ton an Intercom Station	1.0		

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					including failover and bidirectional audio and video recording			
1.00	0.00	1.00	EA		SEC SV-2040E-R6SD480-436	EA	8,039.07	8,039.07
		Safeware Catalog Price:			20,660.50 ***Contract Discount:*** 41%	***Your Discount:***		61.00
			1.0		Streamvault 2040E Series - 1U 6-Bay	1.0		
					Multi-Purpose Appliance 1x Xeon E-2436 32GB RAM 2x 480GB M.2 SSD 2x 1GbE RJ45 2x 600W PSU W			
20.00	0.00	20.00	EA		SEC SY-BC-BIODR-1Y	EA	185.98	3,719.60
		Safeware Catalog Price:			438.07 ***Contract Discount:*** 41%	***Your Discount:***		58.00
			1.0		BioConnect Bio Fixed Reader	1.0		
					or Bio/Adaptive Mobile authenticators (1 Year Term), yearly cost.			
20.00	0.00	20.00	EA		SEC SY-BC-BNA	EA	1,375.43	27,508.60
		Safeware Catalog Price:			3,699.17 ***Contract Discount:*** 41%	***Your Discount:***		63.00
			1.0		NA Only -Suprema BioLite N2 (Multiclass)	1.0		
					Fingerprint Biometric Reader, MultiCLASS SE and Dual RFID (125kHz EM, HID Prox & 13.56M			
1.00	0.00	1.00	EA		SEC SY-CLOUDLINK-G2	EA	1,133.52	1,133.52
		Safeware Catalog Price:			3,944.93 ***Contract Discount:*** 41%	***Your Discount:***		71.00
			1.0		Cloudlink Generation 2	1.0		
17.00	0.00	17.00	EA		SEC SY-FPO150250-2C8P3D8PE8M2-T16A	EA	3,426.36	58,248.12
		Safeware Catalog Price:			7,949.83 ***Contract Discount:*** 41%	***Your Discount:***		57.00
			1.0		LifeSafety Power -150W power supply,	1.0		
					12A/12V or 6A/24V | 250W power supply, 20A/12V or 10A/24V | 16 relay lock control outputs fused at 3A per output, each output selectable for FAI, failsafe, failsecure | 24 DC auxiliary outputs class 2 power limited at 2.5A per output, each output selecta			
2.00	0.00	2.00	EA		SEC SY-LP1501	EA	784.09	1,568.18
		Safeware Catalog Price:			1,898.31 ***Contract Discount:*** 41%	***Your Discount:***		59.00
			1.0		Mercury Intelligent Controller,	1.0		

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Ordered	Allocated	Remaining	UOM / Unit Size	Disp.				
					Linux Based, 2In/2Out/2Rd, PoE+ Support (Software Connections included)			
13.00	0.00	13.00	EA		SEC SY-LP1502	EA	1,585.23	20,607.99
					Safeware Catalog Price: 3,824.15 ***Contract Discount:*** 41%		***Your Discount:*** 59.00	
			1.0		Mercury Intelligent Controller, Linux Based, 8In/4Out/2Rd (Software Connections included)	1.0		
2.00	0.00	2.00	EA		SEC SY-MR16IN-S3	EA	886.36	1,772.72
					Safeware Catalog Price: 2,080.52 ***Contract Discount:*** 41%		***Your Discount:*** 57.00	
			1.0		Mercury MR16IN 16-input Monitor Module Series 3 (2 relays, PCB only, software connections included)	1.0		
91.00	0.00	91.00	EA		SEC SY-MR52-S3	EA	784.09	71,352.19
					Safeware Catalog Price: 1,844.85 ***Contract Discount:*** 41%		***Your Discount:*** 57.00	
			1.0		Mercury MR52 2-reader interface module Series 3 (8 inputs, 6 relays, PCB only, software connections included)	1.0		
64.00	0.00	64.00	EA		SEC IM-1272F1	EA	19.14	1,224.96
					Safeware Catalog Price: 77.99 ***Contract Discount:*** 41%		***Your Discount:*** 75.00	
			1.0		12V 7AH SLA Battery F1	1.0		
1.00	0.00	1.00	EA		SEC 195967.5 INSTALL	EA	102,867.42	102,867.42
					Safeware Catalog Price: 154,740.74 ***Contract Discount:*** 10%		***Your Discount:*** 34.00	
			1.0		Installation	1.0		
1.00	0.00	1.00	EA		SEC 195967.5 MAT	EA	4,740.91	4,740.91
					Safeware Catalog Price: 10,878.75 ***Contract Discount:*** 41%		***Your Discount:*** 56.00	
			1.0		Materials	1.0		
1.00	0.00	1.00	EA		SEC 195967.5 WARR	EA	16,444.17	16,444.17
					Safeware Catalog Price: 37,733.69 ***Contract Discount:*** 41%		***Your Discount:*** 56.00	
			1.0		Warranty	1.0		
1.00	0.00	1.00	EA		SEC 195967.5 SUBCONT	EA	12,926.14	12,926.14
					Safeware Catalog Price: 19,444.44 ***Contract Discount:*** 10%		***Your Discount:*** 34.00	
			1.0		Subcontractors	1.0		
1.00	0.00	1.00	EA		OMNIA	EA	0.00	0.00

QUOTATION

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706-432
USA
301-683-1234
www.safewareinc.com

Order Number	
10123697	
Order Date	Page
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Quote Expires On: 05/31/2025

Contract No: OMNIA Contract #4400008468

Quantities					Item ID / Item Description	Pricing UOM / Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.				
			1.0		OMNIA Contract #4400008468 Lead Agency: Fairfax County, VA Public Safety and Emergency Preparedness Standard freight within continental US is paid, all HAZMAT or expedited freight will be billed. 10/1/2018 - 9/30/2028 *Register with OMNIA at www.omniapartners.com/publicsector	1.0		

******Ask me about the leasing and financing options that Safeware offers!******

Sales Representative **:** pvankirk@safewareinc.com

Total Lines: 25

SUB-TOTAL:	345,395.88
TAX:	0.00
AMOUNT DUE:	**345,395.88**
	U.S. Dollars

EXHIBIT "C"

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)

5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

8. (*Only applicable if purchasing real property*) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 20___ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____ My commission expires: _____

QUOTATION

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706-432
USA
301-683-1234
www.safewareinc.com

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Quote Expires On: 08/21/2025

Contract No: OMNIA Contract #4400008468

Bill To: **Customer ID:** 127810

City of Sunrise City Hall
Accounts Payable
10770 W Oakland Park Blvd
Sunrise, FL 33351

954-746-3217

Ship To:

City of Sunrise - Public Safety Building / PD
10440 West Oakland Park Boulevard
Sunrise, FL 33351

PO Number	*Taker*	*Email*
Add On #1 - ACS Add (x1CR) Int Affairs 264607.1	Kathleen Hammond	khammond@safewareinc.com
Freight Terms	***Phone***	***Fax***
Freight Paid	804-236-0579	
Sales Representative		
Peter Van Kirk		

Quantities					*Item ID* *Item Description*	*Pricing UOM* *Unit Size*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* *Unit Size*	*Disp.*				

Order Note:

Access Control
Security 101 proposes to add an (1) additional card reader door to the Genetec access control system (ACS).
-5-145 Internal Affairs (glass storefront)
The existing ACS panel in the 5th floor Communications Closet (5-131A) shall be utilized to support the newly proposed card reader which will take the (16-door) enclosure to its capacity.
Composite cable will be homerun from the ACS panel to the door where it will be terminated to a new card reader, REX, contact and electric lock, then programmed and tested for full functionality.
-Permitting, standing inspections and PE engineered drawings are not included. Any costs shall be passed through for reimbursement at the close of permit. Drawing must be provide by the city for permit quality markups.

Panel Locations
08. PSB - 5th Comm. Room 5-131A
Control Panel-1 Existing or Customer Supplied

QUOTATION

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706-432
USA
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Quote Expires On: 08/21/2025

Contract No: OMNIA Contract #4400008468

Quantities					Item ID / Item Description	Pricing UOM / Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM / Unit Size	Disp.				
					Reader Board Type #1 -7 Existing or Customer Supplied Access Controlled Doors 5-145 Internal Affairs Locking hardware includes: -Adams Rite electrified deadlatch -Push paddle -Armored door loop -Plates to cover holes as needed Exit Device - PIR -1 IS310 White Request to Exit Sensors (HIS (Honeywell Integrated Security) – 0-000-361-01) Misc Accessories 1 Genetec™ Advantage for 1 Synergis Pro Reader – 1 year (Genetec – ADV-RDR-P-1Y) Card Reader In -1 HID Signo Single Gang with HID Standard Profile - Supports Seos, iCLASS SE, iCLASS SR, iCLASS, HID Prox, Indala Prox, EM4102 Prox, Bluetooth (HID CORP – 40NKS-00-000000) Door Contact -1 REC STL DOOR CONT W/WIRE DPDT (ADI LOCK EXPRESS – 1076D-G) Billing and Payment Terms Payment Terms are Net 30 unless otherwise stated. Report any billing discrepancies within 14 days of receipt. Reference the invoice number on your payment. Interest Fees and Other Penalties will be assessed for unpaid invoices as prescribed under the State Prompt Payment Statute for the site location.			
1.00	0.00	1.00	EA		SSI	EA	0.00	0.00
				1.0	***MARKED SSI (SENSITIVE SECURITY INFORMATION***	1.0		
1.00	0.00	1.00	EA		PVANKIRK	EA	0.00	0.00

QUOTATION

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706-432
USA
301-683-1234
www.safewareinc.com

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Quote Expires On: 08/21/2025

Contract No: OMNIA Contract #4400008468

Quantities					Item ID / Item Description	Pricing UOM / Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM / Unit Size	Disp.				
			1.0		For questions regarding this proposal Please contact: Peter Van Kirk Safeware, Inc. North American Director-Government Security Solutions (M) 561-262-8343 (O) 561-400-1029 (F) 804-236-0429 (E) pvankirk@safewareinc.com	1.0		
1.00	0.00	1.00	EA		SEC 1076D-G	EA	49.70	49.70
			Safeware Catalog Price:		114.05 ***Contract Discount:*** 41%	***Your Discount:***		56.00
			1.0		REC STL DOOR CONT W/WIRE DPDT	1.0		
1.00	0.00	1.00	EA		SEC ADV-RDR-P-1Y	EA	12.00	12.00
			Safeware Catalog Price:		27.54 ***Contract Discount:*** 41%	***Your Discount:***		56.00
			1.0		Genetec™ Advantage,1 Synergis Pro Reader 1 Year	1.0		
1.00	0.00	1.00	EA		SEC 40NKS-00-000000	EA	261.86	261.86
			Safeware Catalog Price:		831.16 ***Contract Discount:*** 41%	***Your Discount:***		68.00
			1.0		SIGNO40 Wall Mount 13.56 MHz & 125 KHz OSDP/WG	1.0		
1.00	0.00	1.00	EA		SEC 0-000-361-01	EA	113.35	113.35
			Safeware Catalog Price:		317.84 ***Contract Discount:*** 41%	***Your Discount:***		64.00
			1.0		IS310 White Request to Exit Sensors	1.0		
1.00	0.00	1.00	EA		SEC 264607.1 INSTALL	EA	3,147.73	3,147.73
			Safeware Catalog Price:		4,735.04 ***Contract Discount:*** 10%	***Your Discount:***		34.00
			1.0		INSTALLATION FEE	1.0		
1.00	0.00	1.00	EA		SEC 264607.1 MAT	EA	277.41	277.41
			Safeware Catalog Price:		636.56 ***Contract Discount:*** 41%	***Your Discount:***		56.00
			1.0		MATERIAL FEE	1.0		
1.00	0.00	1.00	EA		SEC 264607.1 SUBCONTRACTORS	EA	1,328.13	1,328.13
			Safeware Catalog Price:		1,997.86 ***Contract Discount:*** 10%	***Your Discount:***		34.00
			1.0		SUBCONTRACTORS FEE	1.0		
1.00	0.00	1.00	EA		OMNIA	EA	0.00	0.00

QUOTATION

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706-432
USA
301-683-1234
www.safewareinc.com

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Quote Expires On: 08/21/2025

Contract No: OMNIA Contract #4400008468

Quantities					Item ID / Item Description	Pricing UOM / Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM / Unit Size	Disp.				
			1.0		OMNIA Contract #4400008468 Lead Agency: Fairfax County, VA Public Safety and Emergency Preparedness Standard freight within continental US is paid, all HAZMAT or expedited freight will be billed. 10/1/2018 - 9/30/2028 *Register with OMNIA at www.omniapartners.com/publicsector	1.0		

Ask me about the leasing and financing options that Safeware offers!

Sales Representative : pvankirk@safewareinc.com

Total Lines: 10

SUB-TOTAL:	5,190.18
TAX:	0.00
AMOUNT DUE:	**5,190.18**
U.S. Dollars	

QUOTATION

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706-432
USA
301-683-1234
www.safewareinc.com

Order Number	
10230338	
Order Date	Page
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Quote Expires On: 08/21/2025

Contract No: OMNIA Contract #4400008468

Bill To: **Customer ID:** 127810

City of Sunrise City Hall
Accounts Payable
10770 W Oakland Park Blvd
Sunrise, FL 33351

954-746-3217

Ship To:

City of Sunrise - Public Safety Building / PD
10440 West Oakland Park Boulevard
Sunrise, FL 33351

PO Number	*Taker*	*Email*
Add On #2 - ACS(x1CR) Lobby Stairwell 01 264627.0	Kathleen Hammond	khammond@safewareinc.com
Freight Terms	***Phone***	***Fax***
Freight Paid	804-236-0579	
Sales Representative		
Peter Van Kirk		

Quantities					*Item ID* *Item Description*	*Pricing UOM* *Unit Size*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* *Unit Size*	*Disp.*				

Order Note:

Scope of Work
Proposal #264627.0 Add On #2 - ACS Addition - (x1CR) Lobby Stairwell 01

Access Control
Security 101 proposes to add an (1) additional card reader door to the Genetec access control system (ACS).
-1st floor Lobby Stairwell 01
A PoE+ Intelligent Controller and enclosure is included with the intention of running a data drop to Storage Room 1-102 to
power the controller and door devices. This enclosure will be installed above the ceiling with a conduit penetration into the
stairwell to the door devices. Composite cable will be run from the ACS panel to the door where it will be terminated to a new
card reader, REX, contact and electric lock, then programmed and tested for full functionality.
-Permitting, standing inspections and PE engineered drawings are not included. Any costs shall be passed through for
reimbursement at the close of permit. Drawing must be provide by the city for permit quality

QUOTATION

Safeware, Inc.
4403 Forbes Blvd.
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Quote Expires On: 08/21/2025

Contract No: OMNIA Contract #4400008468

Quantities					Item ID / Item Description	Pricing UOM / Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM / Unit Size	Disp.				
					markups. Panel Locations 09. PSB - Front Desk Kiosk Cabinet / Enclosure 1 ENC 8.5HX11WX3D MERC/LNL MNT (LifeSafety Power – E5M) Control Panel -1 MERCURY MP1501 INTELLIGENT CONTROLLER WITH POE+ (1 DOOR, UP TO 2 READERS WITH OSDP) - 2 reader connection licenses included (Genetec – SY-MP1501) Access Controlled Doors Stairwell 01 - Lobby Exit Device - PIR- 1 IS310 White Request to Exit Sensors (HIS (Honeywell Integrated Security) – 0-000-361-01) Misc Accessories -1 Genetec™ Advantage for 1 Synergis Pro Reader – 1 year (Genetec – ADV-RDR-P-1Y) Card Reader In -1 HID Signo Single Gang with HID Standard Profile - Supports Seos, iCLASS SE, iCLASS SR, iCLASS, HID Prox, Indala Prox, EM4102 Prox, Bluetooth (HID CORP – 40NKS-00-000000) Door Contact - 1 REC STL DOOR CONT W/WIRE DPDT (ADI LOCK EXPRESS – 1076D-G) Billing and Payment Terms Payment Terms are Net 30 unless otherwise stated. Report any billing discrepancies within 14 days of receipt. Reference the invoice number on your payment. Interest Fees and Other Penalties will be assessed for unpaid invoices as prescribed under the State Prompt Payment Statute for the site location.			
1.00	0.00	1.00	EA		SSI	EA	0.00	0.00

QUOTATION

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706-432
USA
301-683-1234
www.safewareinc.com

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Quote Expires On: 08/21/2025

Contract No: OMNIA Contract #4400008468

Quantities					Item ID / Item Description	Pricing UOM / Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM / Unit Size	Disp.				
			1.0		***MARKED SSI (SENSITIVE SECURITY INFORMATION***	1.0		
1.00	0.00	1.00	EA		PVANKIRK	EA	0.00	0.00
			1.0		For questions regarding this proposal Please contact: Peter Van Kirk Safeware, Inc. North American Director-Government Security Solutions (M) 561-262-8343 (O) 561-400-1029 (F) 804-236-0429 (E) pvankirk@safewareinc.com	1.0		
1.00	0.00	1.00	EA		SEC 1076D-G	EA	49.70	49.70
		Safeware Catalog Price:			114.05 ***Contract Discount:*** 41%	***Your Discount:***	56.00	
			1.0		REC STL DOOR CONT W/WIRE DPDT	1.0		
1.00	0.00	1.00	EA		SEC ADV-RDR-P-1Y	EA	12.00	12.00
		Safeware Catalog Price:			27.54 ***Contract Discount:*** 41%	***Your Discount:***	56.00	
			1.0		Genetec™ Advantage,1 Synergis Pro Reader 1 Year	1.0		
1.00	0.00	1.00	EA		SEC SY-MP1501	EA	849.43	849.43
		Safeware Catalog Price:			1,949.15 ***Contract Discount:*** 41%	***Your Discount:***	56.00	
			1.0		MERCURY MP1501 INTELLIGENT CONTROLLER MERCURY MP1501 INTELLIGENT CONTROLLER WITH POE+ (1 DOOR, UP TO 2 READERS WITH OSDP) - 2 reader connection licenses included	1.0		
1.00	0.00	1.00	EA		SEC 40NKS-00-000000	EA	261.86	261.86
		Safeware Catalog Price:			831.16 ***Contract Discount:*** 41%	***Your Discount:***	68.00	
			1.0		SIGNO40 Wall Mount 13.56 MHz & 125 KHz OSDP/WG	1.0		
1.00	0.00	1.00	EA		SEC 0-000-361-01	EA	113.35	113.35
		Safeware Catalog Price:			317.84 ***Contract Discount:*** 41%	***Your Discount:***	64.00	
			1.0		IS310 White Request to Exit Sensors	1.0		
1.00	0.00	1.00	EA		SEC E5M	EA	77.33	77.33

QUOTATION

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706-432
USA
301-683-1234
www.safewareinc.com

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Quote Expires On: 08/21/2025

Contract No: OMNIA Contract #4400008468

Quantities					Item ID / Item Description	Pricing UOM / Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM / Unit Size	Disp.				
					Safeware Catalog Price: 208.58 ***Contract Discount:*** 41%	***Your Discount:***		63.00
				1.0	ENC 8.5HX11WX3D MERC/LNL MNT	1.0		
					ENC 8.5HX11WX3D MERC/LNL MNT			
1.00	0.00	1.00	EA		SEC 264627.0 INSTALL	EA	4,284.09	4,284.09
					Safeware Catalog Price: 6,444.44 ***Contract Discount:*** 10%	***Your Discount:***		34.00
				1.0	INSTALLATION FEE	1.0		
1.00	0.00	1.00	EA		SEC 264627.0 MAT	EA	751.98	751.98
					Safeware Catalog Price: 1,725.53 ***Contract Discount:*** 41%	***Your Discount:***		56.00
				1.0	MATERIAL FEE	1.0		
1.00	0.00	1.00	EA		SEC 264627.0 SUBCONTRACTORS	EA	1,250.00	1,250.00
					Safeware Catalog Price: 1,880.34 ***Contract Discount:*** 10%	***Your Discount:***		34.00
				1.0	SUBCONTRACTORS FEE	1.0		
1.00	0.00	1.00	EA		OMNIA	EA	0.00	0.00
				1.0	OMNIA Contract #4400008468	1.0		
					Lead Agency: Fairfax County, VA Public Safety and Emergency Preparedness Standard freight within continental US is paid, all HAZMAT or expedited freight will be billed. 10/1/2018 - 9/30/2028 *Register with OMNIA at www.omniapartners.com/publicsector			

******Ask me about the leasing and financing options that Safeware offers!******

Sales Representative **:** pvankirk@safewareinc.com

Total Lines: 12

SUB-TOTAL:	7,649.74
TAX:	0.00
AMOUNT DUE:	**7,649.74**
	U.S. Dollars

Detail by Entity Name

Foreign Profit Corporation
SAFEWARE, INC.

Filing Information

Document Number	F03000003260
FEI/EIN Number	52-1152883
Date Filed	06/30/2003
State	MD
Status	ACTIVE

Principal Address

4403 Forbes Blvd
Lanham, MD 20706

Changed: 04/10/2020

Mailing Address

4403 Forbes Blvd
Lanham, MD 20706

Changed: 04/10/2020

Registered Agent Name & Address

INCORP SERVICES, INC.
3458 LAKESHORE DRIVE
TALLAHASSEE, FL 32312

Name Changed: 06/19/2019

Address Changed: 03/17/2023

Officer/Director Detail

Name & Address

Title Chairman, Director

Simons, Edward A.
2775 Quarry Rd #273
Bryn Athyn, PA 19009

Title Treasurer, Secretary, Director

Glunz , Derek
601 Waverly Lane #52
Bryn Athyn, PA 19009

Title VP

Nairn Jr., Thomas J.
1657 Baltimore Annapolis Blvd
Arnold, MD 21012

Title VP

Bond, Richard L.
1740 Gunwood Place
Crofton, MD 21114

Title Director

Lee, L. Courtland
4403 Forbes Blvd
Lanham, MD 20706

Title Director

Simons, Hilary
4403 Forbes Blvd
Lanham, MD 20706

Title Director

Yelvington, Roger
4403 Forbes Blvd
Lanham, MD 20706

Title President, Director

Simons, M. Daric
703 Eachann Lane
Millersville, MD 21108

Title VP

Halterman , Darryl
41 Street Road
New Hope, PA 18938

Title Director

Del Monaco, Eric
4403 Forbes Blvd
Lanham, MD 20706

Annual Reports

Report Year	Filed Date
2021	03/19/2021
2022	01/06/2022
2023	04/28/2023

Document Images

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01/12/2004 -- ANNUAL REPORT	View image in PDF format
06/30/2003 -- Foreign Profit	View image in PDF format

Florida Department of State, Division of Corporations

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: Purchasing

Item Title: Equipment

Item Number: 4C **Meeting Date:** 8/12/2025

City Reference Number (C#): C25179

Item Description:

A Resolution of the City of Sunrise, Florida, to Award Bid No. 25-57-04-WL for the purchase of Two (2) Solar Powered Message Trailers to Safety Zone Holdings, Inc d/b/a Safety Zone Specialists; and providing an effective date. City Manager Mark Lubelski. Daniel J. Ransone, Chief of Police.

Funding:

001.21.13.521.506401 - Machines and Equipment

Amount:

$89,596.82

ATTACHMENTS:

ATY Resolution - C25179
Bid Tabulation

Sunbiz - Safety Zone Holdings, Inc
Sunbiz - Safety Zone Specialists

Background:
The Police Department has funding within their current Budget for the purchase of two solar powered electronic message trailers (boards). These electronic message trailers will replace two that are 10 years old and have exceeded their useful life. These boards serve as important messaging tools for the community.

The new message trailers, Silent Messenger II, Model MB-1458, have modern technology, are double sided and are mounted on lift and rotate trailers, which are easily transportable.

The Purchasing Office publicly advertised Bid No. 25-57-04-WL for two Solar Powered Silent Message Trailers, Silent Messenger II, Model MB-1458 with required options, manufactured by Solar Technology, Inc. or equal, which was subsequently opened on June 3, 2025. Two bids were received.

The Police Department and the Purchasing Office staff reviewed the responses and recommend award to the lowest responsive and responsible bidder, Safety Zone Holdings, Inc dba Safety Zone Specialists in the total amount of $89,596.82. It is requested that the City Commission approve award of the bid to Safety Zone Holdings, Inc to allow the Police Department to purchase these messaging trailers. These trailers have a 5-year warranty included with the purchase price.

No Sunrise vendors were solicited because there are no vendors listed in the Business Tax License directory that supply these products.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Wendy Lorenzo, CPPB Phone: 954-572-2485

Department Head Name and Title:
Daniel Ransone, Police Chief

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, TO AWARD BID NO. 25-57-04-WL FOR THE PURCHASE OF TWO (2) SOLAR POWERED MESSAGE TRAILERS TO SAFETY ZONE HOLDINGS, INC D/B/A SAFETY ZONE SPECIALISTS; AND PROVIDING AN EFFECTIVE DATE.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. The award of Bid No. 25-57-04-WL, for the purchase of two (2) solar powered message trailers from Safety Zone Holdings, Inc d/b/a Safety Zone Specialists, in the total amount of $89,596.82, is hereby approved.

Section 2. The Procurement Manager or designee is hereby authorized to issue a Purchase Order or take other action necessary in connection with this award.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

BID NO: 25-57-04-WL

BID TITLE: Solar Powered Message Trailers. MB II Silent Messenger, Model MB-1223048

OPENING DATE: June 3, 2025

TIME: 2:00 PM

COMPANY NAME	GRAND TOTAL BID OFFER
Safety Zone Holdings, Inc d/b/a Safety Zone Specialists	$89,596.82
MOTPlans.com	$89,890.00

BID OPENED BY:
Wendy Lorenzo, CPPB

Detail by FEI/EIN Number

Florida Profit Corporation
SAFETY ZONE HOLDINGS, INC

Filing Information

Document Number	P21000090190
FEI/EIN Number	87-3165409
Date Filed	10/18/2021
Effective Date	10/18/2021
State	FL
Status	ACTIVE

Principal Address

2378 Old Combee Rd
Suite 101
LAKELAND, FL 33805

Changed: 12/18/2024

Mailing Address

PO Box 90764
LAKELAND, FL 33804-0764

Changed: 12/18/2024

Registered Agent Name & Address

MARSH, BRYAN D
3115 W TAMBAY AVE
TAMPA, FL 33611

Officer/Director Detail

Name & Address

Title P

MARSH, BRYAN D
3115 W TAMBAY AVE
TAMPA, FL 33611

Title GENERAL MANAGER

MASON, HOLLY
PO BOX 90764
LAKELAND, FL 33804-0764

Annual Reports

Report Year	Filed Date
2023	04/10/2023
2024	02/27/2024
2025	01/22/2025

Document Images

01/22/2025 -- ANNUAL REPORT	View image in PDF format
02/27/2024 -- ANNUAL REPORT	View image in PDF format
04/10/2023 -- ANNUAL REPORT	View image in PDF format
03/23/2022 -- ANNUAL REPORT	View image in PDF format
10/18/2021 -- Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations

DIVISION OF CORPORATIONS

Previous on List . Next on List . Return to List

No Filing History

Fictitious Name Detail

Fictitious Name

SAFETY ZONE SPECIALISTS

Filing Information

Registration Number	G22000007251
Status	ACTIVE
Filed Date	01/20/2022
Expiration Date	12/31/2027
Current Owners	1
County	HILLSBOROUGH
Total Pages	1
Events Filed	NONE
FEI/EIN Number	87-3165409

Mailing Address

3115 W TAMBAY AVE
TAMPA, FL 33611

Owner Information

SAFETY ZONE HOLDINGS, INC
3115 W TAMBAY AVE
TAMPA, FL 33611
FEI/EIN Number: 87-3165409
Document Number: P21000090190

Document Images

01/20/2022 -- CANCELLATION/RE-REGISTRATION View image in PDF format

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No Filing History

AGENDA ITEM REQUEST

Originating Department: Community Development Department

Item Title: Special Permit

Item Number: 4D **Meeting Date:** 8/12/2025

City Reference Number (C#): 25153

Item Description:

A Resolution of the City of Sunrise, Florida, approving up to Four (4) Additional Special Events at The Faith Center located at 5555 NW 95th Avenue, Sunrise, Florida in Calendar Year 2025; and providing an effective date. City Manager Mark Lubelski. Shannon Ley, Director of Community Development.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

ATY Resolution - C25153
Applicant Letter

Background:
The City has received a request from The Faith Center, Inc. for permission to hold up to four additional special events in calendar year 2025 at The Faith Center located at 5555 NW 95th Avenue, Sunrise, Florida. The Faith Center has stated the demand for special events has grown significantly due to their expanded programming, and anticipate the need for additional events for the Summer and Fall seasons.

In accordance with Section 16-280(c) of the City Code, Commission approval is needed to hold more than six events at any location per calendar year. This resolution permits the property at 5555 NW 95th Avenue to have up to a total of ten events in calendar year 2025.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Aristeus Johns Phone: 954-746-3238

Department Head Name and Title:
Shannon Ley, P.E., Director of Community Development

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING UP TO FOUR (4) ADDITIONAL SPECIAL EVENTS IN CALENDAR YEAR 2025 AT THE FAITH CENTER LOCATED AT 5555 NW 95 AVENUE, SUNRISE, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 16-280(c)(1) of the City Code limits the number of special events per calendar year to six (6) unless approved by the City Commission for good cause and for the public interest of the City; and

WHEREAS, the Applicant, The Faith Center, Inc. has requested approval to hold up to four (4) additional special events in calendar year 2025 at 5555 NW 95th Avenue based on the expansion of The Faith Center's programming and growing demand for special events throughout the year; and

WHEREAS, the City Commission determines that the Applicant has demonstrated good cause and that the additional special events are in the public interest; and

WHEREAS, the City Commission must approve the number of special events exceeding six (6) per calendar year prior to staff reviewing and processing the applications.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. Authorization and Approval. Pursuant to Section 16-280(c)(1) of the Code of Ordinances of the City of Sunrise, Florida, The Faith Center, Inc. is hereby granted special permission to hold up to four (4) additional special events in calendar year 2025, for a total of up to ten (10) special events, at 5555 NW 95th Avenue, Sunrise, Florida. Each special event shall require approval of a special event permit, pursuant to Chapter 16, Article XVIII of the City Code, and may be denied pursuant to Section 16-281 of the City Code. The Applicant is further required to comply with all State of Florida permitting requirements and all City of Sunrise requirements including, but not limited to, Article XVIII of the City Code.

Section 2. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

THE FAITH CENTER
Ordinary People With Extraordinary Faith

The Faith Center
5555 NW 95th Ave
Sunrise, FL 33321
July 8, 2025

City of Sunrise Commission
10770 West Oakland Park Boulevard
Sunrise, FL 33351

SUBJECT: Request for Additional Special Event Permits – 2025 Calendar Year

Dear City of Sunrise Commission,

Thank you in advance for your consideration of our request to host additional special events at The Faith Center that require city permitting.

We have already successfully hosted three special events this year and are grateful for the support and collaboration of the City of Sunrise. As our programming continues to expand—particularly with upcoming summer and fall projects—and with growing demand for services such as food trucks, we respectfully request approval to host up to four additional events. This would allow for a total of ten permitted special events during the 2025 calendar year, including future events that may arise and require city permits but are not yet scheduled or named.

We truly value our continued partnership with the City of Sunrise and appreciate your time and consideration of this request.

Warm regards,

Pastor Kevin M. Tucker
Experience Director
The Faith Center

The Faith Center Board Member Name
Eddie Sims
The Faith Center Board Member Signature

Date: July 8, 2025

AGENDA ITEM REQUEST

Originating Department: Community Development Department

Item Title: Agreement

Item Number: 4E **Meeting Date:** 8/12/2025

City Reference Number (C#): C25180

Item Description:

A Resolution of the City of Sunrise, Florida, approving an "Agreement to Perform Municipal Impact Fee Services" between the City of Sunrise and Raftelis Financial Consultants, Inc.; and providing an effective date. City Manager Mark Lubelski. Shannon Ley, Director of Community Development.

Funding:
001.33.30.515.503130 - Professional Services

Amount:
$103,600.00

ATTACHMENTS:

ATY Resolution - C25180
Impact Fee Agreement

Background:

The City of Sunrise, Community Development Department is responsible for collecting Impact Fees. Impact fees are a method for governments to collect revenue from new development to fund infrastructure improvements needed to accommodate that development. These fees are intended to ensure new development pays its fair share for the public facilities and services it requires, rather than placing the burden solely on existing residents, businesses, and/or customers.

The City continues to experience development and growth that necessitates the expansion of City services to meet the needs of customers and maintain the City's level of service. As part of the Development approval process, impact fee(s) are paid to the City per the current fee schedule during the permitting process.

The current Impact Fees have not been updated since the 1990's and should be updated to reflect current infrastructure delivery costs. Since that time, the cost to provide these services has changed, and an evaluation of the Impact Fee schedule is necessary to ensure adequate funds are collected from development projects to maintain the consistent level of service.

To properly evaluate the existing Impact Fees for Parks, Fire and EMS, and Police, a study by a Financial Consultant is required. To complete the Impact Fee Study, City staff recommend entering into an agreement with Raftelis Financial Consultants, Inc. (Raftelis). Raftelis has satisfactorily provided financial consulting services for the City for many years.

The study's scope of work includes Data Acquisition and Review, Service Area Forecast and Functional Population Analysis, Review of Level of Service Standards, Cost Allocations, Design of Impact Fees, Impact Fee Comparison, Review of Impact Fee Ordinance, and presentation to stakeholders for Police, Fire and EMS, and Park Fees.

Additionally, the scope of services will include an optional scope to perform optional extraordinary services in the event this is required due to provisions of the Florida Impact Fee Act. The "extraordinary circumstances" provision within the Florida Impact Fee Act allows local governments to exceed the standard limitations on impact fee increases, but only under specific, documented conditions. The additional services would increase the base fee of $84,350 by $19,250, for an adjusted total of $103,600.

Raftelis provided a scope of work and fee for the study, which are considered fair and reasonable for the required effort to complete these services. These services are adequately budgeted for within the FY 2024/2025 budget. Staff is also requesting approval for the City Manager and the Director of Community Development to approve change orders in excess of the total price provided the aggregate amount of any change orders does not exceed $10,000.

Because this Agreement is for financial advisory services, and pursuant to Section 5-173(c)(6) of the Code of Ordinances of the City of Sunrise, Florida, these services are exempt from the competitive bidding requirement.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Meghan Kaufold Phone: 954-746-3292

Department Head Name and Title:
Shannon Ley, P.E., Director of Community Development

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING AN "AGREEMENT TO PROVIDE MUNICIPAL IMPACT FEE SERVICES – CITY OF SUNRISE" BETWEEN THE CITY OF SUNRISE AND RAFTELIS FINANCIAL CONSULTANTS, INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sunrise Community Development Department is responsible for collecting impact fees for police, fire, and park services as part of the development-approval and permitting process; and

WHEREAS, continued growth and development necessitates expansion of City services to meet the needs of residents and customers; and

WHEREAS, the City's impact fees have not been updated since the 1990's and the cost to provide the services has changed. An evaluation of the Impact Fee Schedule is necessary to ensure adequate funds are collected from development projects to maintain a consistent level of service; and

WHEREAS, to properly evaluate the existing Impact Fee Schedule, the City requires a qualified financial consulting firm to analyze the impact fees and make recommendations to the City.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. The foregoing recitals and hereby ratified and incorporated as the legislative intent of this Resolution.

Section 2. An "Agreement to Provide Municipal Impact Fee Services – City of Sunrise" (Agreement) between the City of Sunrise and Raftelis Financial Consultants, Inc. is hereby approved. A copy of the Agreement is attached hereto and made a part of this Resolution as Exhibit A.

Section 3. The Mayor is hereby authorized to execute the Agreement.

Section 4. The City Manager and the Director of Community Development are hereby authorized to approve change orders in excess of the total price provided the aggregate amount of the change orders does not exceed $10,000.00.

Section 5. Pursuant to Section 5-173(c)(6) of the Code of Ordinances of the City of Sunrise, Florida, the City's formal bidding procedures are hereby waived for financial advisor services.

Section 6. City staff are hereby authorized to perform all acts required for the full performance of the Agreement, including modification of the project schedule as set forth in the approved Agreement; however, any material amendments to the Agreement require approval of the City Commission.

Section 7. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

RAFTELIS

July 15, 2025

Mr. Mark Lubelski, P.E.
City Manager
City of Sunrise
10770 W. Oakland Park Blvd.
Sunrise, FL 33351

Subject: **Agreement to Provide Municipal Impact Fee Services – City of Sunrise**

Dear Mr. Lubelski:

Raftelis Financial Consultants, Inc. ("Raftelis") is pleased to submit this agreement to provide consulting services associated with the development of a Municipal Impact Fee Study (Agreement) to the City of Sunrise (City). The municipal services to be included as a part of this impact fee study will be police, fire, and parks and recreation. We are committed to providing the City with the highest quality service and expertise to develop proposed impacts fees.

This Agreement presents: i) the Raftelis project team and primary contact of our management team; ii) the scope of services to be performed by Raftelis; iii) the estimated project schedule based on our discussions to date and understanding of the scope to perform such services; and iv) the estimated contract price or fee for consideration by the City.

Based on our understanding of the Project, Raftelis proposes the following:

PROJECT TEAM

With respect to the performance of the Project, Mr. Thierry Boveri will serve as Project Director and Mr. Shawn Ocasio will serve as Project Manager involved in the daily supervision of the Project and will be the primary contact between the City and Raftelis. Raftelis may utilize other employees to perform the Project as needed.

SCOPE OF SERVICES

The scope of services to be performed by Raftelis relative to this Project is included herein as Attachment A, which is made a part of this Agreement.

COMPENSATION AND BILLING

Based on the scope of services included in Attachment A, Raftelis proposes a not-to-exceed contract amount of **$84,350** to perform the Municipal Impact Fee study on behalf of the City. This budget amount includes the direct cost of personnel anticipated to be assigned to the project as well as any other direct costs such as telephone, reproduction, printing, and shipping charges.

The project will be lump sum based on each task identified in Attachment A, which will be invoiced on a percentage of completion of each task and deliverables rendered. It is proposed that Raftelis will bill monthly for services provided to the City associated with this Agreement. Raftelis does not anticipate the need for subconsultant services to complete the scope of services as summarized on Attachment A. To the extent that Raftelis determines a need for sub consulting services, Raftelis will notify the City of such need and will not employ or use any subconsultant without the prior approval of the City. No additional services above the proposed project budget will be performed without the prior written authorization by both the City and Raftelis.

To the extent that the Project is completed at a cost less than budget, Raftelis will not invoice the City for any amounts remaining (unbilled).

PROJECT SCHEDULE

The term of this Agreement shall be through the completion of the services identified in this Agreement or no less than 240 days from notice to proceed unless mutually extended by the parties in writing. Upon receiving notice to proceed by the City, Raftelis will provide the utility rate and financial due diligence consulting services as identified in Attachment A of this Agreement. Raftelis will not start the Connection Fee study until we receive from the City a formal notice to proceed. It is anticipated that the scope of services will be completed in order to present the findings to the City Commission in April 2026. Accordingly, the project schedule as identified above may be modified to the extent that the information, studies, and assumptions to be provided by the Raftelis extend beyond the City's anticipated timeline to perform the evaluation.

TERMS AND CONDITIONS

Standard terms and conditions, which are made part of this Agreement, are set forth in Attachment C.

DISCLOSURE

As a registered Municipal Advisor under the Dodd-Frank Act, Raftelis is required to inform our clients of any existing or potential conflicts of interest that may be relevant to any proposed scope of services that may include providing "advice" as that term is defined in the Dodd-Frank Act. As of the date of this engagement letter, no conflicts of interest are known to exist. Under the Dodd-Frank Act the definition of "advice" includes providing any opinion, information or assumptions related to the size, timing and terms of possible future debt issues or borrowing. This type of information may be integrated into the capital and financial planning components of a rate model update. This definition is applicable regardless of whether this information is developed and used solely for planning and decision-making purposes. For the services addressed in the scope of work identified for this engagement, any information that is developed by Raftelis that falls under this definition of municipal advice is not intended to represent a recommendation that the respective Parties should issue debt based on analyses and evaluations performed associated with this Agreement. The information developed as part of our preliminary financial due diligence analyses and evaluations of the Town System are intended only to provide information useful in evaluating the potential service and acquisition strategies of the City. If the City decides at some future date to issue debt, the City will engage its independent, registered Financial Advisor (also a member of the City Acquisition Team) to assist in evaluating the availability of different types of debt, and the specific terms, conditions, and the timing for issuing debt, which will be affected by market conditions and the City's credit rating at the time of issuance. At that time, as a registered Municipal Advisor, RFC can also provide

additional assistance related to a specific bond or debt issue, such as preparing a bond disclosure report or financial forecast for inclusion in bond documents, without requiring additional oversight or supervision by the Financial Advisor.

By signing this Agreement indicating its approval and acceptance of the of the proposed scope of work and fees, the City also explicitly acknowledging that Raftelis has provided the necessary disclosures addressing conflicts of interest and any limitations on the scope of Municipal Advisory services to be provided by Raftelis as part of this engagement.

The Municipal Securities Rulemaking Board ("MSRB") provides significant protections for municipal entities and obligated persons that are clients of a municipal advisor. To understand the protections provided and how to file a complaint with an appropriate regulatory authority, visit the MSRB web site at www.msrb.org.

NOTIFICATION

The primary contacts concerning an interpretation of the terms of the Agreement, including the scope of services as delineated in this Agreement, and for the rendering of invoices for services provided by Raftelis under this Agreement shall include the following:

For City of Sunrise:

Mr. Mark Lubelski
City Manager
City of Sunrise
10770 W. Oakland Park Blvd.
Sunrise, FL 33351
Phone Number: 954-746-3430
Email: MLubelski@sunrisefl.gov

With a copy to:

City Attorney
City Attorney's Office
City of Sunrise
10770 West Oakland Park Boulevard
Sunrise, FL 33351

For Raftelis:

Mr. Thierry A. Boveri
Vice President
Raftelis Financial Consultants, Inc.
341 N. Maitland Avenue, Suite 300
Maitland, FL 32751
Phone Number (Office): 407-628-2600
Phone Number (Cell): 407-421-1400
Email: TBoveri@raftelis.com

Mr. Shawn Ocasio
Senior Manager
Raftelis Financial Consultants, Inc.
341 N. Maitland Avenue, Suite 300
Maitland, FL 32751
Phone Number (Office): 407-628-2600
Phone Number (Cell): 407-492-9596
Email: SOcasio@raftelis.com

SEVERABILITY

If any term or provision of this Agreement or its application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such terms or provisions to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

We are providing two copies of this Agreement for the City's approval. If this Agreement is acceptable to the City, please execute both copies and return one to our offices. The other copy is for the City's records. We appreciate the opportunity to continue providing utility and financial consulting services to the City.

IN WITNESS WHEREOF, the parties hereto have made and execute this Agreement on the respective dates under each signature: The City, signing by and through its Mayor, attested to by its City Clerk, duly authorized to execute same, and by Raftelis Financial Consultants, Inc., by and through its Executive Vice President, duly authorized to execute same.

CITY OF SUNRISE, FLORIDA

By: _____
Michael J. Ryan
Mayor

____day of _____, 2025.

RAFTELIS FINANCIAL CONSULTANTS, INC.

By: _____
Thierry A. Bover
Vice President

__15__ day of __July__, 2025.

AUTHENTICATION:

By: _____
Felicia M. Bravo
City Clerk

(SEAL)

APPROVED AS TO FORM FOR THE CITY:

By: _____
Thomas P. Moss, City Attorney

ATTACHMENT A

CITY OF SUNRISE, FLORIDA
MUNICIPAL IMPACT FEE SERVICES
SCOPE OF SERVICES

The Scope of Services to be performed by Raftelis Financial Consultants, Inc. (Raftelis) relative to the preparation of an evaluation and update to the existing municipal impact fees to recover the capital investment allocable to new growth (collectively, the "Project"), on behalf of the City of Sunrise (the "City") is summarized below by primary scope phase and task:

1. Data Acquisition and Review – Raftelis will prepare a written data request outlining the necessary information that will need to be compiled by the City in order to complete the Municipal Impact Fee Study. The data requested will include, but not be limited to, the following: a) listing of all capital assets currently owned by the various departments; ii) listing of the various department's planned capital improvement projects; iii) population and development statistics; iv) service call information; v) listing of funded personnel positions; v) listing of park lands and open space currently in service; and vi) any other data and information considered necessary to adequately perform the study. Raftelis will attend one (1) virtual project kickoff meeting with City staff to obtain direction and guidance on issues and objectives of the study and to collect and review information associated with the study.

2. Service Area Forecast and Functional Population Analysis – An evaluation of the current service area demographics and property uses as well as a forecast of the service area needs will be reviewed based on data made available to Raftelis. This task will include a review of service area demographics and property uses including any projections of service area population and new development by type of residential development (e.g., single-family and multi-family). Additionally, population projections and other service area demographics as contained in the City's Comprehensive Land Use Plan; Florida Statistical Abstract; other information provided by the Bureau of Economic and Business Research, University of Florida; data made available by the City; and other such information may be relied upon. The purpose of this task is to identify the future service area demands for service and to estimate the capital requirements (level of service relationship) required for the fair share cost apportionment of such costs to future growth. Additionally, an analysis to estimate future non-residential growth and demand by land use will be developed. This analysis will also require using data obtained from the Institute of Transportation Engineers (ITE) to develop factors to estimate nonresidential demands for services.

3. Review of Level of Service Standards – Based on available information, Raftelis will work with City staff to identify the level of service standards (LOS) for the various municipal services. This will include a review of existing population, parks related open space, currently funded police personnel positions, fire/rescue call service times, and other factors.

4. Cost Allocation – The capital costs associated with providing the various municipal services will be identified and allocated between existing and future properties where appropriate to support the overall determination of the fees. The allocation of such costs will be based on the service area demographics, level of service standards and development characteristics of the City and other factors as deemed appropriate by Raftelis and the City.

5. Design of Impact Fees – Raftelis will design the municipal impact fees based on the capital cost allocable to future growth and the level of service standards. Additionally, Raftelis will identify any external funding credits that should be recognized in developing the impact fees. During the development of the impact fee analysis, it has been assumed that Raftelis will attend two (2) virtual meetings with City staff to discuss the fee development and fee application methodology.

6. Impact Fee Comparison – A comparison of the proposed Municipal Service Impact Fees will be made with similar fees charged by other neighboring public jurisdictions.

7. Review of Impact Fee Ordinance – Raftelis will assist the City in reviewing the proposed impact fee ordinances as drafted by the City's Attorney. The review of the ordinances may include issues such as the level of rates charged and methodology for application, allowance for alternative methods of calculation, and establishment of a fund for the use of monies as considered necessary for the adoption of the proposed fees.

8. Presentation of Findings – A detailed report and briefing document will be prepared by Raftelis detailing the data relied upon in the development of the proposed municipal impact fees, the assumptions and analyses performed relative to the derivation of such fees, and our conclusions and recommendations for consideration by the City. It is anticipated that a draft report will be prepared for consideration and review by City Staff prior to presentation to the City Council for adoption and implementation. This task will include attendance at two (2) public meetings to present the study results.

Meeting Recap – During the course of this phase of the Project, it is anticipated that Raftelis will attend a total of up to:

- One (1) virtual meeting for Kick-off / Data Compilation and Review;
- Two (2) Meeting with City Staff and City Administration During Project Analysis to Review Results (In Person and Virtual); and
- Two (2) Presentation of Recommendations to the Council at a Public Hearing (In Person).

OPTIONAL EXTRAORDINARY SERVICES

In the event that the City elects to pursue proposed fee implementation using the extraordinary circumstance provisions of the Florida Impact Fee Act for any of the impact fees evaluated as a part of this study, Raftelis will then be requested by the City (in writing) to perform certain additional services. These services will include: i) the development of a demonstrated need study letter report to detail the extraordinary circumstances requiring the City to implement the fees using this methodology; and ii) attendance at two (2) additional public meetings associated with the procedural requirements for proposed fee implementation under the extraordinary circumstance provisions (as prescribed by the Florida Impact Fee Act). These additional services will increase the base project cost estimate by **$19,250** for an adjusted total project cost of **$103,600**.

ADDITIONAL SERVICES

During the study, the City may request additional services from Raftelis. Examples of such additional services would include additional meetings above and beyond the meetings identified in the scope of services. Other examples of additional services include providing services relating to meeting with third parties regarding the derivation of the rates and fees, providing litigation support services in the event of a challenge of the rates or fees, performance of impact fee negotiations and the preparation of developer agreements for the payment of

such impact fees with potential large developments within the City limits, updating of fee calculations and briefing documents associated with inaccurate data provided by the City, requests for updated impact fee scenarios after substantial completion of the initial work, Delays in the Project schedule at no fault to Raftelis, which may have impacts on analyses performed, and which would affect the budget for the scope of services reflected herein and other related issues not contemplated in the above scope of services. No additional services are contemplated at this time and such services will not be conducted until authorized by the City and as mutually agreed upon between the City and Raftelis.

ATTACHMENT B

CITY OF SUNRISE, FLORIDA
AGREEMENT TO PROVIDE UTILITY CONSULTING SERVICES

SCHEDULE OF DIRECT LABOR HOURLY RATES AND STANDARD COST RATES

DIRECT LABOR HOURLY RATES

Project Team Title	Direct Labor Hourly Rates [*]
Executive Vice President / Senior Principal	$425
Senior Vice President	$400
Vice President	$370
Senior Manager	$330
Senior Consultant	$255
Consultant	$230
Associate	$195
Analyst	$150
Clerical and Administration	$100

[*] Direct labor hourly rates effective twelve months after the date of execution of the Agreement; rates will be adjusted by not more than the net percentage change (but not less than 0%) in the Consumer Price Index – Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between the parties for invoices rendered after each anniversary date of each year thereafter until project completion or termination of the Agreement between the parties.

STANDARD COST RATES

Expense Description	Standard Rates [*]
Mileage Allowance – Personal Car Use Only	Not-to-exceed per City Code – Currently, IRS Reimbursement Rate
Reproduction (Black and White) (In-house)	$0.05 per Page
Reproduction (Color) (In-house)	$0.25 per Page
Reproduction (Contracted)	Actual Cost
Computer Time	$0.00 per Hour
Telephone Charges	Actual Cost Billed
Delivery Charges	Actual Cost Billed
Lodging/ Other Travel Costs	Per City Code
Meals	Not-to-Exceed per Raftelis Employee per City Code; Currently: $11.00 – Breakfast $19.00 – Lunch $36.00 – Dinner
Subconsultant Services	Sum of i) Actual Direct Labor Cost plus 5.0%; and ii) Actual Indirect Costs as Billed by Subconsultant Not-to-Exceed City Code, Where Applicable
Other Costs for Services Rendered	Actual Cost Billed

[*] Travel costs and per diem shall be paid for in accordance with the City of Sunrise Code, for a Category 3 employee. Other direct costs not specifically addressed in the City of Sunrise Code shall be billed to the City based on the Standard Cost Rates as shown above. Any Standard Rate adopted by City Policy subsequent to the date of this Agreement will be substituted for the rates shown above, where applicable.

I. SCOPE

Raftelis Financial Consultants, Inc. ("Raftelis") agrees to perform the professional consulting services described in the agreement (the "Work") that incorporates these standard terms and conditions. Unless modified in writing by the parties hereto, the duties of Raftelis shall not be construed to exceed those services specifically set forth in the agreement. These terms and conditions and the agreement, when executed by the City of Sunrise (Client), shall constitute a binding agreement on both parties (hereinafter the "Agreement").

II. COMPENSATION

The Client, as defined in the Agreement, agrees to pay for the services as billed within thirty (30) days of receiving the invoice. Other indirect expenses and subcontractor services as may be adjusted for the service mark-up, if any, will be billed in accordance with the standard unit cost rates and billing provisions as referenced in the Agreement or, if no reference is provided, at the actual cost as incurred by Raftelis.

III. RESPONSIBILITY

Raftelis is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the Work. Raftelis shall perform analyses, provide opinions, make factual presentations, and provide professional advice and recommendations. Raftelis does not expressly warrant or guarantee its services.

IV. RELIANCE UPON INFORMATION PROVIDED BY OTHERS

If Raftelis' performance of services hereunder requires Raftelis to rely on information provided by other parties (excepting Raftelis' subcontractors), Raftelis shall not independently verify the validity, completeness or accuracy of such information unless otherwise expressly engaged to do so in writing by Client.

V. INDEMNIFICATION

Raftelis agrees to indemnify, defend, and hold Client harmless from and against any liability arising out of the negligent errors or negligent omissions of Raftelis, its agents, employees, or representatives, in the performance of duties set forth in Article I. Regardless of any other term of this Agreement, in no event shall Raftelis be responsible or liable to Client for any incidental, consequential, or other indirect damages.

Client agrees to hold Raftelis harmless from and against any liability arising out of the negligent errors or negligent omissions of Client, its agents, employees, or representatives, in the performance of duties set forth in Article I. Notwithstanding anything set forth in the Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the Client beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the Client for damages, regardless of the number or nature of claims in tort, equity, or Agreement, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the Client, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

VI. INSURANCE

Raftelis shall maintain during the life of the Agreement the following minimum insurance:

1. Commercial general liability insurance, including hired and non-owned automobiles, with the following limits:

Each Occurrence	$1,000,000
Damage to Rented Premises (Each Occurrence)	$500,000
Medical Expense (Any One Person)	$15,000
Personal and Advertising Injury	$1,000,000
General Aggregate	$2,000,000
Products – Completed/Operation General Aggregate	$2,000,000

2. Statutory worker's compensation and employers' liability insurance as required by state law.

3. Professional liability insurance at a limit of liability of not less than $5,000,000 aggregate.

VII. SUBCONTRACTS

Raftelis shall obtain Client's written consent before subcontracting any portion of the Work to be performed under this Agreement.

VIII. ASSIGNMENT

These terms and conditions and the Agreement to which they are attached are binding on the heirs, successors, and assigns of the parties hereto. This Agreement may not be assigned by Client or Raftelis without prior, written consent of the other.

IX. INTEGRATION

These terms and conditions and the Agreement to which they are attached represent the entire understanding of Client and Raftelis as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The agreement may not be modified or altered except in writing signed by both parties.

X. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Florida. Except as set forth in the indemnification section of the Contract, should the Parties be involved in legal action arising under, or connected to, this Contract, each party will be responsible for their own attorneys' fees and costs. The venue for any litigation will be Broward County, Florida. Both Parties hereby agree to waive a jury trial, and will proceed to a trial by judge if necessary.

XI. SEVERABILITY

If any part of the Agreement is found unenforceable under applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

XII. FORCE MAJEURE

Raftelis shall not be responsible for delays in performing the scope of services that may result from causes beyond the reasonable control or contemplation of Raftelis. Raftelis will take reasonable steps to mitigate the impact of any force majeure.

XIII. NO BENEFIT FOR THIRD PARTIES

The services to be performed by Raftelis hereunder are intended solely for the benefit of Client, and neither right nor benefit is conferred on, nor any contractual relationship intended or established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on Raftelis' performance of its services hereunder.

XIV. WORK PRODUCT

Raftelis and Client recognize that Raftelis' Work product submitted in performance of this Agreement is intended only for the Client's benefit and use. Change, alteration, or reuse on another project by Client shall be at Client's sole risk, and Client shall hold harmless and indemnify Raftelis against all losses, damages, costs, and expenses, including attorneys' fees, arising out of or related to any such unauthorized change, alteration, or reuse.

XV. SUSPENSION OF WORK

Client may suspend, in writing, all or a portion of the Work under the agreement in the event unforeseen circumstances beyond Client's control make normal progress of the Work impossible. Raftelis may request that the Work be suspended by notifying Client, in writing, of circumstances that are interfering with the normal progress of Work. Raftelis may suspend Work on the project in the event Client does not pay invoices when due. Raftelis shall be compensated for its reasonable expenses resulting from such suspension including mobilization and de-mobilization. The time for completion of the Work shall be extended by the number of days Work is suspended. In the event that the period of suspension exceeds 90 days, the

terms of the agreement are subject to renegotiation and both parties are granted the option to terminate Work on the suspended portion of the project.

XVI. TERMINATION OF WORK

Client may terminate all or a portion of the Work covered by the Agreement for its convenience. Either party may terminate Work if the other party fails to perform in accordance with the provisions of the Agreement. Termination of the agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

This Agreement may be terminated by Raftelis: a) for cause, if Client breaches this Agreement through no fault of Raftelis and Client neither cures such material breach nor makes reasonable progress toward cure within 15 days after Raftelis has given written notice of the alleged breach to Client; or b) upon five days' notice if Work under this Agreement has been suspended by either Client or Raftelis in the aggregate for more than ninety (90) days.

In the event of termination, Raftelis shall perform such additional Work as is necessary for the orderly filing of documents and closing of the project. The time spent on such additional Work shall not exceed five percent (5%) of the time expended on the terminated portion of the project prior to the effective date of termination. Raftelis shall be compensated by the client for Work actually performed prior to the effective date of termination plus the Work required for filing and closing as described in this Article.

XVII. NOTICES

All notices required under this Agreement shall be by personal delivery, facsimile or mail to the Raftelis Project Manager and to the City Manager with copies to the City Attorney as indicated in the Notification Provision of the Agreement and shall be effective upon delivery to the address stated in the Agreement by certified mail.

XVIII. ADDENDUM

This Attachment C incorporates and includes the Addendum to Attachment C as if fully set forth herein. In the event of a conflict among the documents, the conflict shall be resolved in the following order of priority: 1) Addendum to Attachment C, 2) Client's purchase order, 3) the body of the Agreement, and 4) the Attachments to the Agreement.

ADDENDUM TO ATTACHMENT C

a. Discriminatory Vendor List. Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Agreement, Raftelis certifies that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

b. Public Entity Crimes. Pursuant to Section 287.133, Florida Statutes, 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 Raftelis under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of this Agreement, Raftelis certifies that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

c. Scrutinized Company.

1. Pursuant to Section 287.135, Florida Statutes, Raftelis certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

2. Pursuant to Section 287.135, Florida Statutes, in the event the Agreement is for one million dollars or more, Raftelis certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sector List created pursuant to Section 215.473, Florida Statutes; and Raftelis further certifies that it is not engaged in business operations in Cuba or Syria.

3. Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Agreement if Raftelis is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List; has been placed on the Scrutinized Companies with Activities in the Iran List created pursuant to Section 215.473, Florida Statutes; or has been engaged in business operations in Cuba or Syria.

d. Public Records. Raftelis shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that Raftelis and the Agreement are subject to the

requirements in Section 119.0701, Florida Statutes, Raftelis shall:

1. Keep and maintain public records required by the City to perform the services provided hereunder.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, 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 the term of the Agreement and following completion of the Agreement if Raftelis does not transfer the records to the City.

4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in the possession of Raftelis or keep and maintain public records required by the City to perform the service. If Raftelis transfers all public records to the City upon completion of the Agreement, Raftelis shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Raftelis keeps and maintains public records upon completion of the Agreement, Raftelis shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Raftelis fails to comply with the requirements in this Public Records Section, the City may enforce these provisions in accordance with the terms of this Agreement. If Raftelis fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF RAFTELIS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO RAFTELIS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, RAFTELIS SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE ((954) 746- 3333), E-MAIL (CITYCLERK@SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).

e. Electronic Recordkeeping. Raftelis certifies that its products and services meet all recordkeeping requirements of the State of Florida, including but not limited to those in Chapter 119, Florida Statutes and Rule 1B-26.003(6)(g), Florida Administrative Code.

f. Non-Discrimination. Raftelis warrants and represents that all of its employees are treated equally during employment without regard to race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status.

g. Compliance with Laws. Raftelis and its services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

h. E-Verify – Employment Eligibility

1. Raftelis warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. Raftelis (1) has registered with and uses the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) has verified that all of the Raftelis' subcontractors performing the duties and obligations of this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

2. Raftelis shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. Raftelis shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

3. City shall terminate this Agreement if it has a good faith belief that Raftelis has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If City has a good faith belief that Raftelis' subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, City shall notify Raftelis to terminate its contract with the subcontractor and Raftelis shall immediately terminate its contract with the subcontractor.

4. If City terminates this Agreement pursuant to the subsection 3 above, Raftelis shall be barred from being awarded a future contract by City for a period of one (1) year from the date on which this Agreement was terminated. In the event of such Agreement termination, Raftelis shall also be liable for any additional costs incurred by City as a result of the termination.

i. Foreign Gifts and Contracts. Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, Raftelis shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of $50,000 or more that was

received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Raftelis represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to City before execution of this Agreement, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Agreement.

j. Waiver Of Jury Trial. Both parties hereby waive a jury trial and will proceed to a trial by judge if necessary.

k. Prohibited Telecommunications Equipment. Raftelis represents and certifies that it and all its subcontractors do not use any equipment, system, or service 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 such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Raftelis represents and certifies that it and all its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of this Agreement.

l. Antitrust Violations. Raftelis has a continuous duty to disclose to the City if it or any of its affiliates (as defined by Section 287.137(1)(a), Florida Statutes) are placed on the Antitrust Violator Vendor List. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, Raftelis certifies that neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the City consistent with Section 287.137, Fla. Stat. as amended.

m. Entities of Foreign Concern. The provisions of this section apply only if Raftelis or any Subcontractor will have access to an individual's personal identifying information under this Agreement. Raftelis represents and certifies: (i) Raftelis is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Raftelis; and (iii) Raftelis is not organized under the laws of and does not have its principal place of business in a foreign country of concern. On or before the Effective Date, Raftelis and any Subcontractor that will have access to personal identifying information shall submit to the City under Section XVII, Notices (and the Notification provision of the Agreement), executed Attachment E Affidavit of Compliance with Foreign Entity Laws, under penalty of perjury, to the City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 2. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

(Remainder of page intentionally left blank)

ATTACHMENT D

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. (*Only applicable if purchasing real property*) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 2025 Signed: _____

Entity: _____ Name: _____

Title: : _____

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____as identification.

Date: _____, 2025 Signed: _____

Entity: _____ Name: _____

Title: : _____

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____ My commission expires: _____

ATTACHMENT E

City of Sunrise, Florida

Cost Estimate for Municipal Impact Fee Study

Line No.	Activity	Vice President	Senior Manager	Senior Consultant	Administrative	Totals
1	**Project Billing Rates ($/Hr.) [*]**	$370.00	$330.00	$255.00	$100.00	
	Scope of Services - Base Tasks					
2	Data Acquisition and Review	1	4	14	0	19
3	Virtual Project Kickoff Meeting x 1	1	2	2	0	5
4	Service Area Forecast and Functional Population Analysis	1	4	16	0	21
5	Review Level of Service Standards	1	4	16	0	21
6	Cost Allocation	1	12	26	0	39
7	Design Impact Fees	2	16	40	0	58
8	Impact Fee Comparison	0	1	8	0	9
9	Review Impact Fee Ordinance	2	2	4	0	8
	Presentation of Findings:					
10	Prepare Presentation Briefing Document and Report Section	2	12	24	8	46
11	Onsite Presentation of Findings and Recommendations x 2	10	20	10	0	40
12	Virtual Project Status Meetings x 2	4	4	4	0	12
13	**Project Management**	3	8	0	2	13
14	Total Project Hours	28	89	164	10	291
15	Total Direct Labor Cost - All Tasks	$ 10,360	$ 29,370	$ 41,820	$ 1,000	$ 82,550
16	Average Hourly Billing Rate					$283.68
	Allowance for Other Direct Costs					
17	Travel Expenses (2 Trips - Rental Vehicles, Hotels, Meals, Other)					$ 1,740
18	Miscellaneous Expense Allowance (Delivery, Reproduction, etc.)					60
19	Total Allowance for Other Direct Costs					$ 1,800
20	Total Estimated Project Cost					**$ 84,350**
	Additional Tasks - Extraordinary Circumstance Implementation					
21	Demonstrated Need Study Letter Report	1	4	8	2	15
22	Required Public Meetings on Extraordinary Circumstances x2	10	20	10	0	40
23	Project Management	1	1	0	0	2
24	Total Project Hours	12	25	18	2	57
25	Total Direct Labor Cost - All Tasks	$ 4,440	$ 8,250	$ 4,590	$ 200	$ 17,480
26	Travel Expenses (2 Trips - Rental Vehicles, Hotels, Meals, Other)					$ 1,740
	Miscellaneous Expense Allowance (Delivery, Reproduction, etc.)					30
27	Total Allowance for Other Direct Costs					$ 1,770
28	Total Estimated Project Cost					**$ 19,250**
29	**Total Project Cost for Base Tasks and Additional Tasks**					**$ 103,600**

Detail by Entity Name

Foreign Profit Corporation
RAFTELIS FINANCIAL CONSULTANTS, INC.

Filing Information

Document Number	F05000000923
FEI/EIN Number	20-1054069
Date Filed	02/10/2005
State	NC
Status	ACTIVE

Principal Address

227 West Trade Street
Suite 1400
Charlotte, NC 28202

Changed: 02/09/2017

Mailing Address

227 WEST TRADE STREET
SUITE 1400
CHARLOTTE, NC 28202

Changed: 07/06/2016

Registered Agent Name & Address

HAIRSTON, ANTHONY
463 Wilford Avenue
Longwood, FL 32750

Name Changed: 01/23/2015

Address Changed: 01/23/2015

Officer/Director Detail

Name & Address

Title CORPORATE SECRETARY

McIntyre, Christine
227 West Trade Street
Suite 1400
Charlotte, NC 28202

Title President, CEO

BRANDT, PEIFFER A.
227 West Trade Street
Suite 1400
Charlotte, NC 28202

Title Chairman

Burns, Bernard
227 West Trade Street
Suite 1400
Charlotte, NC 28202

Title Executive Vice President

Conti, Elaine V, EVP
227 West Trade Street
Suite 1400
Charlotte, NC 28202

Annual Reports

Report Year	Filed Date
2023	02/23/2023
2024	02/08/2024
2025	01/15/2025

Document Images

01/15/2025 -- ANNUAL REPORT	View image in PDF format
02/08/2024 -- ANNUAL REPORT	View image in PDF format
02/23/2023 -- ANNUAL REPORT	View image in PDF format
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01/29/2020 -- ANNUAL REPORT	View image in PDF format
02/27/2019 -- ANNUAL REPORT	View image in PDF format
02/22/2018 -- ANNUAL REPORT	View image in PDF format
02/09/2017 -- ANNUAL REPORT	View image in PDF format
07/06/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
05/06/2016 -- ANNUAL REPORT	View image in PDF format
12/10/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
01/23/2015 -- ANNUAL REPORT	View image in PDF format
04/21/2014 -- ANNUAL REPORT	View image in PDF format
04/16/2013 -- ANNUAL REPORT	View image in PDF format
01/03/2012 -- ANNUAL REPORT	View image in PDF format
01/03/2011 -- ANNUAL REPORT	View image in PDF format
01/31/2010 -- ANNUAL REPORT	View image in PDF format
02/13/2009 -- ANNUAL REPORT	View image in PDF format

02/29/2008 -- ANNUAL REPORT	View image in PDF format
02/25/2007 -- ANNUAL REPORT	View image in PDF format
07/19/2006 -- ANNUAL REPORT	View image in PDF format
02/10/2005 -- Foreign Profit	View image in PDF format

Florida Department of State, Division of Corporations

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: Finance and Administrative Services

Item Title: Agreement

Item Number: 4F **Meeting Date:** 8/12/2025

City Reference Number (C#): C25172

Item Description:

A Resolution of the City of Sunrise, Florida, approving Benefits Administration Software with Ant Farm II, LLC ("AntFarm") for the initial contract period of August 12, 2025 through September 30, 2030, including five (5) one (1) year renewal extensions; authorizing the Risk Manager, or designee, to execute all necessary documents to effectuate services and renewal extensions pursuant to resolution; providing for funding; and providing an effective date. City Manager Mark Lubelski. Susan Nabors, Director of Finance and Administrative Services.

Funding:
505.55.10.519.503407 Self-Funded Health – Software Support

Amount:
$91,000.00
Annual recurring cost of this software is estimated at $71,000.00, based upon the number of participants

ATTACHMENTS:

ATY Resolution - C25172
AntFarm Contract
Sunbiz

Background:
Risk Management is responsible for administering all employee benefits, which involves manual/paper processes for all new hire enrollments, retiree off-boarding, pension deduction updates, qualified life events, demographic updates, and open enrollment changes. Manual processes take a significant amount of time to implement and could lead to clerical errors given the volume of changes that are made for all 1,100 employees plus retirees. It is recommended to shift to an automated benefits administration software to streamline and modernize the benefits process for all employees and retirees.

Risk Management, Information Technology Department and City's benefits consultant interviewed and tested five leading benefits administration software vendors in the industry: PlanSource, Bentek, Employee Navigator, Munis Tyler, and AntFarm. Following the comprehensive evaluation of the software systems, the Team unanimously determined that Ant Farm II, LLC (AntFarm) was the best software solution for the City and entered into negotiations with the company using a recently awarded contract with Brevard County to ensure competitive pricing, a thorough scope of services plus additional automated services, which were unmatched by other vendors evaluated.

The annual cost of the software is based on a monthly fee multiplied by the number of employees and retirees with at least one line of coverage ("PEPM"). The negotiated PEPM fee is $4.20 and guaranteed for the initial contract period. The City has approximately 1,400 employees and retirees electing at least one line of coverage. The initial contract period will be August 12, 2025 through September 30, 2030, and include five optional one-year renewal extensions. AntFarm agreed to performance guarantees and included electronic data interchange fees and payroll integration fees in the fee at no additional cost. Implementation will take approximately two months, which will allow time for implementation prior to the next open enrollment period. Staff checked references for similar contracts for Ant Farm II, LLC and all references were favorable, including Cobb County School District, which also uses Tyler Munis.

Staff further requests that the City Commission waive the City's competitive bid requirements for good cause pursuant to Section 5-173(c)(5) of the Code of the City of Sunrise for the following reasons:

- **Best-in-class Benefits Administration Software** - This software platform has modern and efficient cutting-edge features that will transform the City's benefits administration processes, providing a superior experience for all users.
- **Integration with Tyler Munis:** AntFarm's bi-directional feed is capable of pushing and pulling live data on scheduled basis or on demand with the City's current ERP, Tyler Munis.
- **Affordable Care Act (ACA) Compliance:** AntFarm agreed to provide the City with both fully automated measurement tracking, eligibility assessments, and online IRS form

reporting. with this capability, the City can discontinue its existing contract with the current Affordable Care Act (ACA) vendor, which will result in a savings of $15,000 annually.

- **Guaranteed Pricing, discounted Implementation fee and performance Guarantees:** AntFarm agreed to provide the City with PEPM price guarantee of $4.20 and a $5,000 discount on implementation fees. AntFarm's pricing includes all electronic data interchange fees, payroll integration fees, carrier/plan change fees, and performance guarantees.

The proposed contract with Ant Farm II, LLC includes some unconventional terms negotiated between the City and AntFarm; however, the customer service and automation benefits of providing this cloud-based benefits administration software-as-a-service far exceed the contractual provisions agreed upon.

Staff recommends approving the contract for Benefits Administration Software with guaranteed pricing and performance guarantees from Ant Farm II, LLC for the initial contract period August 12, 2025, through September 30, 2030, including five one-year renewal extensions, and requests that the City Commission waive the City's competitive bid requirements for good cause pursuant to Section 5-173(c)(5) of the Code of the City of Sunrise, Florida, as outlined above.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Bill Mason, Risk Manager Phone: (954) 572-2496

Department Head Name and Title:
Susan Nabors, Director of Finance & Administrative Services

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "STANDARD CONTRACT BETWEEN THE CITY OF SUNRISE, FLORIDA AND ANT FARM II, LLC" FOR BENEFITS ADMINISTRATION SOFTWARE; AUTHORIZING THE CITY'S RISK MANAGER TO EXECUTE DOCUMENTS TO EFFECTUATE SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sunrise seeks to modernize and streamline its employee benefits administration through the acquisition of a high-performance software solution that enhances accuracy, compliance, and user experience; and

WHEREAS, Ant Farm II, LLC (AntFarm) has been identified by the City's Risk Manager, Information Technology Department, and the City's benefits consultant as the exclusive provider of software services that include both bi-directional data feed integration with the City's Tyler-Munis enterprise financial system and full Affordable Care Act (ACA) reporting and measurement services; and

WHEREAS, based on AntFarm's unique software services providing bi-directional feed integration with Tyler-Munis, full ACA reporting and measurement services, guaranteed pricing with electronic data interchange and payroll integration included, fifty percent (50%) discounted implementation fee, and performance guarantees for implementation and system uptime access, City staff recommends waiving competitive bidding for good cause; and

WHEREAS, the City and AntFarm negotiated an initial contract for the period of August 12, 2025, through September 30, 2030, including five (5) one-year extensions, providing guaranteed initial fees, performance guarantees, unique technical integration, complete ACA compliance capabilities, and favorable pricing.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. The foregoing recitals are hereby ratified and incorporated as the legislative intent of this Resolution.

Section 2. The "Standard Contract between the City of Sunrise, Florida and Ant Farm II, LLC" (Contract) for benefits administration software is hereby approved. A copy of the Contract is attached hereto and made a part of this Resolution as Exhibit A.

Section 3. Pursuant to Section 5-173(c)(5) of the Code of Ordinances of the City of Sunrise, Florida, the City's formal bidding procedures are waived for good cause for the reasons set forth in this Resolution and accompanying Agenda Item Request.

Section 4. The City's Risk Manager, or designee, is hereby authorized to execute the Contract.

Section 5. The City's Risk Manager, or designee, is further authorized to take all actions necessary for the full performance of the Contract, including executing any business associate agreements, applications, regulatory forms, and other documents necessary to effectuate the scope of service. The Risk Manager is further authorized to approve additional fees related to increased taxes, regulatory fees, and software engineering services for development improvements, provided such fees do not exceed two thousand five hundred dollars ($2,500) in any one fiscal year, subject to budget approval. The Risk Manager is further authorized to extend or renew the Contract, as provided in the approved Contract, subject to approval of the City Attorney. The Risk Manager shall provide an executed copy of any extension or renewal to the City Clerk. Except as set forth herein, the City Commission shall approve any amendments to the Contract.

Section 6. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ___
GUZMAN: ___
KERCH: ___
SCUOTTO: ___
RYAN: ___

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

STANDARD CONTRACT
BETWEEN THE CITY OF SUNRISE, FLORIDA
AND ANT FARM II, LLC

THIS CONTRACT between the City of Sunrise, a municipal corporation of the State of Florida whose address is 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351 (hereinafter referred to as "the City") and Ant Farm II, LLC, a Foreign Limited Liability Company licensed to do business in Florida, (hereinafter referred to as the "AntFarm"), whose address is 291 Heritage Walk, Woodstock, GA 30188 and whose Federal Identification Number is 88-2231983. Exhibits #1 through #6 are incorporated into and made a part of this Contract as if fully set forth herein. For convenience the term "Contractor" shall have the same meaning as "AntFarm" when used through this Contract and Exhibits.

Wherever the number of days are used in this Contract it is intended for those to be calendar days unless specifically stated otherwise.

In consideration of the mutual terms and promises set forth below, the City and AntFarm agree as follows:

1. Services

AntFarm's responsibility under this Contract is to deliver its cloud-based benefits administration software-as-a-service offering as set forth in this Contract and stated in the Scope of Services as attached hereto in **Exhibit #2 Scope of Services** (hereinafter referred to as "Services") and **Exhibit #6 City of Sunrise Presentation** which are attached and incorporated as part of this Contract.

The City's representative during the performance of this Contract shall be Bill Mason, Risk Manager, or designee, telephone number (954) 572-2496, cell (954) 292-8300, or email bmason@sunrisefl.gov

AntFarm's representative/liaison during the performance of this Contract shall be Corrie Smith, Director, Client Services and Growth, telephone number (404) 895-5369 or email csmith@antfarmservices.com, or Teddy Smith, President, (405) 225-6197 tsmith@antfarmservices.com

2. Payments

AntFarm will bill the City at the completion of each job for Services rendered toward the completion of the work defined herein at the rates listed in **Exhibit #1 Pricing with COBRA & ACA**. AntFarm shall submit electronic invoices to:

City of Sunrise
Attn: Risk Management Division
10770 West Oakland Park Blvd., 4th Floor

Sunrise, FL 33351
riskmanagement@sunrisefl.gov

Invoices received from AntFarm pursuant to this Contract will be reviewed and approved by the City's representative, indicating that Services have been rendered in conformity with the Contract and then will be sent to the Finance and Administrative Services Department for payment. For purposes of this Section, an invoice is 'in conformity with the Contract' if it (a) references the correct purchase order or contract number, (b) itemizes the Services delivered during the billing period as set out in Exhibit #1, and (c) is submitted in the format that clearly indicates invoice number and billing period, and lists Ant Farm II, LLC as payee with a remittance address that matches the W9 Form on file with the City. Following the City representative's approval, invoice payments will be made by the City in accordance with the Florida Prompt Payment Act, Florida Statutes Section 218.70. The City will review each invoice within ten (10) business days of receipt. If the City cannot meet this period due solely to a declared state of emergency that materially disrupts City operations, the review period is tolled for the duration of the declared emergency. If the City believes an invoice is non-conforming, it must give AntFarm a written notice describing the specific deficiency within the applicable review period. If no notice is given, the invoice is deemed accepted. The City shall pay AntFarm for work performed in accordance with §218.70, et seq., Florida Statutes, the Local Government Prompt Payment Act, after receipt of AntFarm's proper invoice. To be deemed proper, each invoice must comply with all statutory terms and all requirements specified by the City in its contract and / or purchase order. If a payment request or invoice does not meet the contract / agreement / purchase order requirements, the City will reject the payment request or invoice as specified in accordance with §218.70, et seq., Florida Statutes. The rejection will be written and will specify the deficiency and the action necessary to make the payment request or invoice proper. The City will not require invoice documentation beyond the Contract, the purchase order, or the City's written invoicing policy provided to AntFarm; any change to invoice requirements applies prospectively only and becomes effective thirty (30) days after written notice.

The City will pay all undisputed amounts when due even if a dispute exists as to another portion of the same invoice. The City may withhold only the disputed portion pending resolution. Alternatively, the City may pay the full invoice and, upon mutual written resolution of the dispute, AntFarm will issue a credit memo or supplemental invoice, as applicable, in the next billing cycle. The City shall endeavor to make payments to AntFarm within thirty (30) calendar days or less upon receipt of invoice for Services rendered, unless a budget amendment is necessary, then in which case the City shall have up to ninety (90) calendar days to make payment to allow for additional time to transfer funds. Any payment not made when due and not properly disputed as outlined herein may be subject to accrued interest to the extent allowed, the Florida Local Government Prompt Payment Act, Part VII, Chapter 21, Florida Statues, as amended.

Final Invoice: In order for both parties herein to close their books and records, AntFarm will clearly state "Final Invoice" on AntFarm's final/last billing to the City at the end of the

Initial Contract Period. This certifies that all Services have been properly performed, and all charges and costs have been invoiced to the City. Since this account will thereupon be closed, any and other further charges not included in the Final Invoice must be submitted in a supplemental invoice within thirty (30) calendar days after the Final Invoice date and payment is subject to budget approval and written City approval. Charges submitted after that period or not otherwise authorized by Contract Renewal or Risk Manager per City Resolution, are waived by AntFarm.

3. Initial Contract Period and Contract Renewal

The initial Contract period shall be for five (5) years, four (4) months and twenty (20) days, commencing on August 12, 2025, and ending December 31, 2030. In addition, contingent upon Budget approval, the City reserves the right, but not the obligation, to renew the Contract for five (5) additional one (1) year periods pursuant to City resolution by written notification to AntFarm by the City's Risk Manager. The City shall give the Contractor no fewer than ninety (90) days' written notice of its intent to exercise or decline any renewal option. For the sake of clarity, lack of budget approval does not relieve the City of its obligation to pay AntFarm for Services already performed under this Contract.

In the event the Services are scheduled to end either by Contract expiration or by termination by the City of Sunrise, the City in its sole discretion may require AntFarm to continue the Services until new services can be completely operational. The City Manager, or designee, may extend the Contract for a period not to exceed six (6) months subject to the same terms and conditions set forth in the initial Contract. AntFarm will be reimbursed for Services at the rate in effect when this transitional period clause is invoked by the City. Any additional extensions shall be subject to City Commission approval. AntFarm is not obligated to provide transitional Services beyond six (6) months, and any requested Services delivered past that point will be billed at one-hundred fifteen percent (115%) of the then-current fees and may be subject to budget or City Commission approval. Any further extension beyond six (6) months requires City Commission approval and a mutually executed written amendment within thirty (30) days of the City's request; if approval is not obtained in that window, AntFarm's obligation to continue Services ends at the original six-month extension.

4. Terms Relating To Price

The cost of all services shall remain firm and guaranteed per **Exhibit #1 Pricing with COBRA & ACA** for the initial Contract period of August 12, 2025, through September 30, 2030. No cost increases shall be accepted during this initial Contract term. Thereafter, any extensions shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be equal to the greater of (three percent (3%) over the prior year's pricing; or (ii) the latest yearly percentage change in the Employment Cost Index (ECI) for the most recent 12-month period, as published by the Bureau of Labor Statistics, U.S. Department of Labor, but in no case shall any increase exceed five percent (5%) without City Commission approval.

The yearly increase or decrease in the CPI for extension terms shall be that latest index published and available ninety (90) days prior to the end of the Contract year then in effect, as compared to the index for the comparable month, one (1) year prior.

Notwithstanding any of the foregoing AntFarm may add to its invoices any new or increased taxes or regulatory fees that (i) are imposed after the Effective Date and (ii) directly relate to the Services. Ant Farm will provide supporting documentation upon request. Any increased fees related to third-party license or platform costs will apply only if the third-party is identified in the Contract or Exhibit 2 or is directed by the City in writing and will be subject to prior written approval. Any increased costs in this section exceeding $2,500 in a Contract Year shall be subject to budget or City Commission approval and will take effect on the first day of the month following approval. If a tax or regulatory fee becomes effective by law earlier than approval can be obtained, AntFarm may begin charging the increase on the statutory effective date and will credit or true-up as needed after approval.

If the City requests Services outside the Scope in Exhibit 2, the parties will execute a written amendment specifying the additional fees before work begins. Any requested cost increase shall be fully documented and submitted to the City at least ninety (90) days prior to the end of the initial Contract term, and, for extension terms, at least ninety (90) days prior to the end of the Contract year then in effect. Any approved cost adjustments shall become effective upon the beginning date of the approved Contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. Any requested cost adjustment for extension terms shall be fully documented and submitted to the City at least ninety (90) days prior to the end of the Contract Year then in effect. The City may, after examination, refuse a requested adjustment if not properly documented or considered excessive. The City will deliver any such refusal in writing within sixty (60) days of AntFarm's request; failure to object within that period constitutes acceptance. If the City timely rejects an adjustment, the parties will negotiate in good faith for sixty (60) days to agree revised pricing. If no agreement is reached within that period, either party may terminate the affected Services on one hundred twenty (120) days' written notice, with the City paying for all Services rendered through the termination date; unaffected Services continue at then-current pricing.

5. Access and Audits

AntFarm shall maintain adequate records directly related to the Services, including all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The City shall, no more than once in any 12-month period, on at least fifteen (15) business days prior written notice, have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at AntFarm's place of business. The City bears all audit costs and will use the records solely to verify

compliance with this Contract. The City has no right to inspect AntFarm's corporate financials, trade secrets, or third-party agreements that are not directly related to the Services.

6. Truth-In-Negotiation Certificate

Signature of this Contract by AntFarm shall also act as AntFarm's truth-in-negotiation certificate certifying that the subscription fees and other charges stated in Exhibit 1 reflect AntFarm's standard commercial pricing for a customer purchasing the same or substantially similar volume, term, and scope of Services as of the Effective Date. Pricing is value-based, not cost-plus, and may vary among customers because of differences in volume, contract length, configuration, implementation effort, or promotional programs. If the City reasonably believes that the rates and costs charged under this Contract are materially higher than AntFarm's then-current publicly advertised list price for a materially similar volume and scope of Services, the City may, no more than once in any twelve (12)-month period, request written confirmation of that list price. AntFarm will provide the requested confirmations within twenty (20) business days. Any adjustment under this clause is limited to reducing the City's fees prospectively to match such list price and does not entitle the City to any refund of the amounts already paid. The City must deliver any request for adjustment within twelve (12) months after the invoice date in question; any claim made after that period is waived.

7. Insurance Requirements

7.1 AntFarm agrees at its sole expense to maintain on a primary basis, non-contributory basis during the life of this Contract the following insurance coverages, limits, including endorsements described herein. Coverage shall be maintained with carriers rated A- or better by AM Best and may be provided through any combination of insurance and self-insured retention. The requirements contained herein, as well as City's review or acceptance of insurance maintained by AntFarm is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by AntFarm under the Contract. Any coverage maintained by the City shall apply excess of, or contingent upon the absence of, insurance required or maintained by AntFarm.

7.2 Professional Liability. AntFarm Consultant agrees to maintain Professional (Errors & Omissions) Liability at a limit of liability not less than **$1,000,000** per claim, **$1,000,000** annual aggregate, or a **$1,000,000** combined single limit. When a self-insured retention (SIR) or deductible exceeds **$10,000**, Upon request, AntFarm will provide the City a certificate from its broker confirming AntFarm's ability to satisfy the retention. For policies written on a "Claims-Made" basis, AntFarm agrees to maintain a retroactive date prior to or equal to the effective date of this Contract. Professional Liability and Cyber Liability may be combined on one coverage form to satisfy this requirement.

7.3 Cyber and Privacy Liability Insurance. AntFarm agrees to maintain Information Security/Cyber and Privacy Liability at a limit of liability not less than $1,000,000 Per Claim, $1,000,000 Annual Aggregate, or a $1,000,000 Combined Single Limit. For policies written on a "Claims-Made" basis, AntFarm agrees to maintain a Retroactive Date prior to or equal to the effective date of this Contract. Cyber Liability and Professional Liability may be combined on one coverage form to satisfy this requirement.

7.4 Waiver of Subrogation. AntFarm will obtain a Waiver of Subrogation for each required policy herein, to the extent commercially available and enforceable by law, limited to claims paid under the applicable policy. When required by the insurer or should a policy condition not permit AntFarm to enter into a pre-loss agreement to waive subrogation without an endorsement, then AntFarm 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 endorsement, or voids coverage should AntFarm enter into such an agreement on a pre-loss basis. This waiver does not apply to losses that are self-insured or to amounts within a deductible or retention.

7.5 Certificate(s) of Insurance. AntFarm agrees to provide City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall either (i) include at least thirty (30) days' prior written cancellation notice to the City, or (ii) if the insurer will not give such notice, AntFarm will give the City notice as soon as practicable, when a manuscript notice endorsement is available by AntFarm's insurer. If AntFarm receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, AntFarm agrees to notify the City by fax or email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder(s) address shall read:

Electronic Copy to:

City of Sunrise
Attn: Risk Manager
Risk Management Division
10770 W. Oakland Park Blvd., 4th Floor
Sunrise, Florida 33351
riskmanagement@sunrisefl.gov

Electronic ACORD certificate forms are acceptable evidence of coverage.

7.6 Right to Revise or Reject. The City may request revisions to the insurance requirements only (a) when mandated by a change in applicable law or (b) when such revisions are uniformly imposed on similarly situated vendors providing comparable services to the City. Any requested change that increases AntFarm's premium, deductible, or self-insured retention will trigger a good-faith negotiation to equitably adjust the Contract pricing. If the parties do not reach agreement within thirty (30) days after AntFarm receives the City's request, either party may terminate this Contract on sixty (60) days' written notice. Additionally, the City may review and request replacement of any insurer providing coverage **if** the insurer's AM Best rating falls below A- or the insurer is no longer authorized to transact insurance in Florida.

8. Performance and Payment Bond □ Applicable X Not Applicable

AntFarm shall furnish a separate performance and payment bond covering 100% of the amount of award to the City within ten (10) calendar days after receipt of written Notice of Intent to Award Contract. The performance and payment bond furnished by AntFarm shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such performance and payment bond. The performance and payment bond furnished by AntFarm shall be in a form acceptable to the City and shall be executed by a surety, or sureties, reasonably suitable to the City.

9. Termination for Governmental Non-Appropriations

The City is a bona fide governmental entity of the State of Florida with a fiscal year ending on September 30 of each calendar year. If the City does not appropriate sufficient funds to purchase the Services or quantities required under this Contract for any of the City's fiscal years subsequent to the one in which the Contract is executed and entered into, then this Contract shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of the City's obligation under this Contract were last appropriated by the City; provided, however, that (i) the City shall endeavor, but is not obligated, to give AntFarm not less than sixty (60) days' prior written notice of its intent not to appropriate funds; (ii) the City shall remain liable for all amounts due for Services rendered through the end of fiscal year ending September 30th of each calendar year; and (iii) upon the City's written request AntFarm will provide transition assistance as outlined in Section 3 of this Contract. The City shall not, in this sole event be obligated to make any further purchases beyond said fiscal year. Notwithstanding any of the foregoing, termination for non-appropriation does not relieve the City of its obligation to pay for Services actually rendered through the effective date of termination, or for any non-cancellable, pass-through third-party costs incurred by AntFarm prior to notice, provided such costs cannot be mitigated through commercially reasonable efforts.

10. Termination for Cause

This Contract may be terminated by either party upon thirty (30) calendar days' written notice to the other party, should such other party fail substantially to perform in accordance with the material terms of the Contract and fail to cure such breach within the 30-day period. In the event that the City terminates the Contract for cause hereunder and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 11 below and the provisions of Section 11 shall govern.

11. Termination for Convenience

This Contract may be terminated by the City without cause upon a minimum one-hundred twenty 120 days' written notice to AntFarm. In the event of such a termination without cause, AntFarm Upon such termination without cause, the City shall pay:

i. All undisputed fees and reimbursable expenses pursuant to **Exhibit #1 Pricing with COBRA & ACA** incurred through the effective date of the termination under this section;

ii. Costs reasonably incurred by AntFarm, requested and approved in writing by City in transitioning the Services, provided AntFarm has first advised the City in writing of such costs.

AntFarm shall promptly submit its invoice for final payment and reimbursement under the terms of this Contract to the City.

12. Indemnification and Limitation of Liability

12.1 Indemnification by AntFarm: AntFarm agrees to indemnify, defend and hold harmless the City of Sunrise, its officers and agents, from and against third-party claims, losses, and expenses (collectively, "Claims") to the extent caused by AntFarm's sole professional negligence, error or omission, or material breach of this Contract. Indemnifiable expenses include reasonable attorneys' fees not to exceed an hourly rate of two-hundred and fifty dollars ($250), court costs not to exceed one-thousand ($1,000), or other alternative dispute resolution costs, and actual consumer-notice or credit monitoring costs required by law, ("Costs") provided that any such Costs result directly from (i) AntFarm's failure to implement commercially reasonable security measures or (ii) AntFarm's sole professional or negligent act or omission. The City reserves the right, but not the obligation, to participate in the defense without relieving AntFarm of any obligation hereunder provided there is no conflict of interest between both parties. This indemnity obligation shall survive the completion or termination of this Contract for one (1) year. AntFarm's maximum aggregate liability obligation under this entire section shall not exceed the greater of (i) one-hundred thousand dollars ($100,000) or the aggregate fees paid to AntFarm during the twelve (12) month preceding the claim, whichever is greater.

12.2 Indemnification by City: To the fullest extent permitted by law, the City agrees to indemnify, defend and hold harmless AntFarm from and against third-party Costs to the extent cause by the sole negligence, error or omission of the City, its employees or its agents arising out of or resulting from the performance of Services under this Contract. AntFarm reserves the right, but not the obligation, to participate in the defense without relieving City of any obligation hereunder provided there is no conflict of interest between both parties. City agrees this indemnity obligation shall survive the completion or termination of the Contract for one (1) year. The city's maximum aggregate liability obligation under this entire section shall not exceed one-hundred thousand dollars ($100,000) or the aggregate fees paid to AntFarm during the twelve (12) months preceding the claim, whichever is greater.

12.3 No Consequential Damages. Except for (i) damages resulting from a party's gross negligence or willful misconduct, neither party will be liable to the other (or to any third party) for any lost profits, loss of revenue, loss of data, business interruption, cost of cover, or for any indirect, special, incidental, exemplary, punitive, or consequential damages of any kind arising out of or related to this Contract, however caused and under any theory of liability even if advised of the possibility of such damages and even if any limited remedy fails of its essential purpose.

13. Independent Contractor

AntFarm is an independent contractor under this Contract. Personal services provided by AntFarm shall be by employees of AntFarm who are subject to supervision by AntFarm, and who shall not be officers, employees, or agents of the City. Personnel policies, tax responsibilities, purchasing policies and other similar administrative procedures applicable to Services rendered under this Contract shall be those of AntFarm.

14. Authority to Practice

AntFarm hereby represents and warrants that it has and will continue to maintain all licenses and approvals then required by applicable law to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

15. Severability

If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

16. Governing Law/Jurisdiction/Venue

This Contract shall be construed in accordance with and governed by the law of the State of Florida. Venue for any action arising out of or relating to this Contract shall lie in Broward County, Florida. Both parties hereby agree to waive a jury trial and will proceed to a trial by judge, if necessary. Hearings or conferences may be conducted by videoconference or similar technology if mutually agreed or ordered by the court. Before filing suit, the parties shall attempt in good faith to resolve any dispute through informal discussion for up to thirty (30) days after written notice of the dispute, unless injunctive relief is required sooner to avoid irreparable harm.

17. Successors and Assigns

The City and AntFarm bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. AntFarm shall not assign this Contract without written consent of the City. Notwithstanding the foregoing, AntFarm may assign this Contract, in whole or part, (i) to an affiliate controlled by, controlling, or under common control with AntFarm provided the federal employer identification number remains the same; or (ii) in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets/liabilities provided the federal employer identification number remains the same, otherwise an assumption and assignment amendment will need to be approved by the City Commission.

18. Subcontracting

The City reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the service in a timely fashion, AntFarm shall promptly do so, subject to acceptance of the new subcontractor by the City.

19. Conflict of Interest

AntFarm represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of Services required hereunder, as provided for in Section 112.311, Florida Statutes. AntFarm further represents that no person having any such interest shall be employed for said performance.

20. Contingent Fees

AntFarm warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for AntFarm to solicit or secure this Contract

and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for AntFarm, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

21. Nondiscrimination

AntFarm warrants and represents that all of its employees are treated equally during employment without regard to race, color, national origin, sex, gender identify, sexual orientation, age, disability/handicap, religion, family or income status.

22. Public Entity Crimes

Pursuant to Section 287.133, Florida Statutes, 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of this Contract, AntFarm represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

23. Modifications of Work

If the City requires miscellaneous additional work, Services or materials not delineated in AntFarm ’s Proposal but within the general Scope of Service, AntFarm shall submit a detailed written proposal to the authorized City representative. If the proposal is approved, AntFarm shall receive authorization to proceed by receipt of a purchase order incorporating AntFarm ’s proposal.

The City reserves the right to make changes in the Scope of Service, including alterations, reductions therein or additions thereto. Upon receipt by AntFarm of the City's notification of a contemplated change, AntFarm shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the City of any estimated change in the completion date, and (3) advise the City if the contemplated change shall affect AntFarm's ability to meet the completion dates or schedules of this Contract. The parties agree to negotiate in good faith changes in the Scope of Service that may occur.

If the City instructs in writing, AntFarm shall suspend work on that portion of the Scope of Service affected by a contemplated change, pending the City's decision to proceed with the change. If the City elects to make the change, the City shall initiate a Contract Amendment and AntFarm shall not commence work on any such change until such

written amendment is signed by AntFarm and approved and executed by the City's representative and Procurement Manager.

If the City directs a change or suspension under this Section, the parties will execute a written amendment granting (i) an equitable fee adjustment that covers AntFarm's additional costs (including demobilization/remobilization and idle labor); and (ii) a reasonable extension of any affected milestones.

24. Notice

All written notices required in this Contract shall be sent by email, hand delivery, overnight mail, or certified mail, return receipt requested, and if sent to the City, shall be mailed to:

Risk Manager
City of Sunrise, Risk Management Division
10770 West Oakland Park Blvd., 4th Floor
Sunrise, FL 33351
riskmanagement@sunrisefl.gov

cc: City Attorney
City of Sunrise, City Attorney Office
10770 West Oakland Park Blvd., 4th Floor
Sunrise, FL 33351
cityattorney@sunrisefl.gov

If sent to AntFarm, shall be mailed to:

Ant Farm II, LLC
Attn: Teddy Smith, President
291 Heritage Walk
Woodstock, GA 30188
tsmith@antfarmservices.com

cc: Patti Barnard, Fractional General Counsel | Principal Attorney
Patricia Salas Barnard, PLLC
8501 Tidal Bay Lane
Tampa, FL 33635
patti.barnard@psbesq.com

25. No Damages for Delay

If the performance of either party is delayed or prevented by an event beyond its reasonable control, including acts of God, natural disasters, war, terrorism, labor disputes, supply-chain disruptions, or government action (each, a "Force Majeure Event"), the affected party shall be excused from timely performance for the period of

the delay. If the delay is unnecessarily caused by either party, the sole remedy will be (i) a mutually agreed upon schedule extension and (ii) mutually agreed upon reimbursement of reasonable, documented out-of-pocket costs attributable to the delay.

26. Public Records Law

AntFarm shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that AntFarm and this Contract are subject to the requirements in Section 119.0701, Florida Statutes, AntFarm shall: (a) keep and maintain public records required by the City to perform the Services provided hereunder; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Contract and following completion of this Contract if AntFarm does not transfer the records to the City; and (d) upon completion of the Contract, transfer, at no cost, to the City all public records in the possession of AntFarm or keep and maintain public records required by the City to perform the service. The City will reimburse Ant Farm for the reasonable, documented cost of locating, reviewing, and producing records, not otherwise in possession of the City, at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. If AntFarm transfers all public records to the City upon completion of the Contract, AntFarm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If AntFarm keeps and maintains public records upon completion of the Contract, AntFarm shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. If AntFarm fails to comply with the requirements in this Section 26, the City may enforce these provisions in accordance with the terms of this Contract. If AntFarm fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF ANTFARM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ANTFARM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE ANTFARM SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954/746-3333), E-MAIL (CITYCLERK@SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).

27. Entirety of Contract

The City and AntFarm agree that this Contract sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto with the same formality as this Contract. This Contract contains the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, expressed or implied, oral or written. Any material changes to this Contract's **Exhibit #2 Scope of Services** or per employee per month (PEPM) rates must be made by written amendment, subject to budget approval, resolution authority, and/or Commission approval. This Contract shall be attached and made part of the resolution approved by the City Commission. The City's Risk Manager shall have the authority to execute the Contract, forms, and amendments pursuant to resolution approved by the City Commission.

28. Discriminatory Vendor List

Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Contract, AntFarm represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

29. Scrutinized Companies

Pursuant to Section 287.135, Florida Statutes, AntFarm certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

Pursuant to Section 287.135, Florida Statutes, in the event the Contract is for one million dollars or more, AntFarm certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List created pursuant to Section 215.473, Florida Statutes; and AntFarm further certifies that it is not engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Contract if AntFarm is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List; has

been placed on the Scrutinized Companies with Activities in the Iran List created pursuant to Section 215.473, Florida Statutes; or has been engaged in business operations in Cuba or Syria.

30. Order of Precedence

In the event the terms of this Contract conflict with any attached Exhibit, the conflict shall be resolved by giving the documents the following order of priority:

1. **Contract**
2. **Exhibit #4 Affidavit of Compliance with Foreign Entity Laws**
3. **Exhibit #3 Business Associate Agreement**
4. **Exhibit #1 Pricing with COBRA & ACA**
5. **Exhibit #2 Scope of Services**
6. **Exhibit #7 Service Level Agreement**
7. **Exhibit #5 Affidavit of Extended Dependents Eligibility**
8. **Exhibit #6 City of Sunrise Presentation**

31. Compliance with Laws

AntFarm and the Services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

32. Electronic Recordkeeping

AntFarm certifies their services and products meet all recordkeeping requirements of the State of Florida, including but not limited to those in Chapter 119, Florida Statutes and Rule 1B-26.003(6)(g), Florida Administrative Code.

33. E-Verify – Employment Eligibility

33.1 AntFarm warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. AntFarm (1) has registered with and uses the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) has verified that all of AntFarm ’s subcontractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

33.2 AntFarm shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. AntFarm shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the

subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

33.3 City shall terminate this Contract if it has a reasonably substantiated determination that AntFarm has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If City has a good faith belief that AntFarm 's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, City shall notify AntFarm to terminate its contract with the subcontractor and AntFarm shall immediately terminate its contract with the subcontractor.

33.4 If City terminates this Contract pursuant to the subsection 32.3 above, AntFarm shall be barred from being awarded a future contract by City for a period of one (1) year from the date on which this Contract was terminated. In the event of such Contract termination, AntFarm shall also be liable for any additional costs incurred by City as a result of the termination.

34. Foreign Gifts and Contracts

Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is one-hundred thousand dollars ($100,000.00) or more, AntFarm shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of fifty thousand ($50,000) or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. AntFarm represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to City before execution of this Contract, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Contract.

35. Prohibited Telecommunications Equipment

AntFarm represents and certifies that it and all its subcontractors do not use any equipment, system, or service 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 such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. AntFarm represents and certifies that it and all its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of this Contract.

36. Antitrust Violations

AntFarm has a continuous duty to disclose to the City if it or any of its affiliates (as defined by Section 287.137(1)(a), Florida Statutes) are placed on the Antitrust Violator Vendor List. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract

with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Contract, AntFarm certifies that neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Contract. False certification under this paragraph or being subsequently added to that list will result in termination of this Contract, at the option of the City consistent with Section 287.137, Fla. Stat. as amended.

37. Entities of Foreign Concern

The provisions of this section apply only if AntFarm or any Subcontractor will have access to an individual's personal identifying information under this Agreement. AntFarm represents and certifies: (i) AntFarm is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in AntFarm ; and (iii) AntFarm is not organized under the laws of and does not have its principal place of business in a foreign country of concern.

On or before the Effective Date, AntFarm and any Subcontractor that will have access to personal identifying information shall submit to City under Section 24, Notices, executed **Exhibit #4 Affidavit of Compliance with Foreign Entity Laws**, under penalty of perjury, to the City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 2. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

38. Confidential Information.

AntFarm must separately submit and conspicuously label as "Restricted Material – Do Not Produce" any material (a) that AntFarm contends is a trade secret under Chapter 688, Florida Statutes, or (b) AntFarm asserts is exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, "Confidential Material"). If AntFarm later discovers that a document was not properly labelled, it may mark and resubmit that document within ten (10) business days of discovery without waiving the protections of this Section. Upon request by City, AntFarm must within five (5) business days identify the specific applicable statutory bases for withholding any Confidential Material. If a third party submits a request to City for records designated by AntFarm as Confidential Material, City shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Contractor, or the claimed exemption is waived. Notwithstanding the foregoing, neither party will not release Confidential Material in response to a public-records request without first giving other written notice and at least ten (10) business days to seek a protective order or other appropriate relief. Each party indemnifies the other from third-party claims, damages, and expenses that result from its own reckless or willful

disclosure of “Restricted Material – Do Not Produce”, with aggregate liability under this paragraph capped at the greater of one-hundred thousand dollars ($100,000) or the fees paid under this Contract during the twelve (12) months preceding the event.. The indemnity obligation in this section does not apply to a party’s sole negligence or to disclosures required by law after the notice period above expires without court intervention.

Except as otherwise provided herein, information and materials provided by either party shall be treated as confidential and be used only as permitted by this Contract, unless provided to the City Commission during the approval process. This provision includes this Contract and its terms, conditions, negotiations, rate information, client lists and any administrative manuals. Neither party will disclose such information and materials or use them except as may be required to carry out its respective obligations under this Contract or as permitted by law. Each party shall comply with all applicable laws and regulations regarding maintenance and disclosure of medical records and any other Protected Health Information (PHI). In particular, each party shall be compliant with the applicable provisions of the Health Insurance Portability and Accounting Act of 1996 (HIPAA), as amended periodically, as well as 42 CFR Part 2, and maintain compliance with all other applicable Privacy Laws. Nothing in this paragraph limits either party’s ability to comply with Section 26 (Public Records Law). AntFarm and City agree to execute **Exhibit #3 Business Associate Agreement**.

38. Non-Discrimination

AntFarm warrants and represents that all of its employees shall be treated equally during employment without regard to race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SIGNATURES FOLLOW ON NEXT PAGE WITH EXIHIBITS #1 THROUGH #7 ATTACHED. STANDARD CONTRACT IS 19 PAGES AND EACH EXHIBIT IS SEPARATELY NUMBERED]

IN WITNESS WHEREOF, the Risk Manager, authorized to execute same by City Commission, has made and executed this Contract on behalf of the City the day and year below written and AntFarm has hereunto set its hand the day and year below written.

CITY OF SUNRISE ("City")

By:_____

Print: Bill Mason

Title: Risk Manager

Date: _____

Resolution: _____

CONTRACTOR

ANT FARM II, LLC ("AntFarm")

By:_____

Print Name: Theodore Smith

Title: President

Date:_____

antfarm...

EXHIBT #1 - Pricing with COBRA & ACA

Services	PlanSource	Notes
Training & Implementation	$5,000	One-Time Fee Only
Benefit Administration/Carrier EDI (PEPM)	$2.85	Per Employee Per Month (PEPM)
COBRA Administration	$0.60	Per Employee Per Month (PEPM) *Includes postage, printing, and banking lockbox fees.*
QLE Management	$0.00	Included in Benefit Administration
Evidence of Insurability Management	$0.00	Included in Benefit Administration
Overage Dependent Management	$0.00	Included in Benefit Administration
QMSCO Management	$0.00	Included in Benefit Administration
Renewal EDI Feeds	$0.00	Included
Custom Payroll Exchanged Process-OTF (any payroll system up to 1 exchange per week)	$0.00	Included in Implementation Fee
ACA Annual Flat Fee	$1,000	Annual Fee **Individual state ACA filing or transmittal fees are excluded and will be invoiced at cost.*
ACA Services (includes efiling up to 3 EINS and total applicable lives)	$0.75	Per Employee Per Month (PEPM) Additional EIN filing beyond three will be billed at $.25 per EIN annually

* This pricing is an estimate based on the City's current census and Scope of Services. Pricing excludes applicable taxes, and any new regulatory fees. Plan changes or renewals that do not require new development are included; all other changes or new third-party integrations require a written approval or amendment. Development or custom work outside this specification (e.g., customized SSO, custom reports beyond standard EDI outputs, additional EIN filings, additional ACA state filings) will be billed at $150/hour after mutual written approval. If the active employee/retiree census increases or decreases by more than ten percent (10%) from the initial baseline, PEPM fees may be adjusted prospectively as permitted under the Contract renewal/adjustment clause. Annual fee adjustments for renewal terms will apply per Section 3 of the Contract. PEPM" means active full-time employees and retirees with at least one line of coverage, consistent with Exhibit #2, and excludes COBRA-only participants.

EXHIBIT #2

BENEFITS ADMINITRATION SOFTWARE
SCOPE OF SERVICES

Ant Farm, LLC ("AntFarm") shall offer the City of Sunrise, Florida ("City") the following Scope of Services for annual and ongoing online enrollment, new hire enrollment, qualifying life event (QLE), and/or special enrollment to all eligible employees, retirees, and/or surviving dependents.

All Services below are contingent on the City's timely provision of complete and accurate data, specifications, and access credentials. AntFarm is not responsible for delays, errors, penalties, or compliance failures caused by inaccurate or late City or third-party information. Material changes or new third-party vendors not identified at the Effective Date may require a written change order, amendment and additional fees mutually agreed are subject to budget or City Commission approval if not otherwise provided in the Contract.

1. Scope of Services

Benefits Administration

- New group implementation and project management.
- Initial site, company branding setup.
- Automated eligibility processing (defined during implementation)
- Enrollment tool entry and placement i.e. video, content, etc.
- Open enrollment rollovers (3-week notice of documented changes)
- Ongoing support and account maintenance
- Scheduled reports
- Review of system issues to investigate and provide solutions for identified issues
- Virtual education and training to go through all things needed to manage the day-to-day of the client. Recorded training provided on specific topics as needed.
- Training provided to broker and group.
- Documents for "How Tos" included.
- Qualifying life events setup
- Email communication setup

Changes to communication will be modified and managed throughout the year as needed.

Payroll Integration

- Document gathering for payroll requirements
- Assessment of documentation and configuration
- Data extraction and coding

- Production
- One exchange per week for one payroll system
- Open enrollment annual changes (includes special open enrollments as needed)

Affordable Care Act ("ACA") Support
- Maintenance and review of 1094 & 1095 forms
- Setup of all periods of measure
- Loading hours worked in the system
- Electronic file for all employee & employer files directly to the IRS
- Assisting with the overall upkeep and maintenance
- Troubleshooting and resolving issues and errors
- Does not include printed forms

ACA Fulfillment Services
- Employee 1095c forms will be sent electronically
- Print, and distribute 1095 C via US Mail directly to employees, if necessary.

EDI
- Automation of adds (new hires), changes, and terms.
- File feed setup for up to 6 and includes full file, change file, 834 formats, and proprietary/custom formats. May include carriers, COBRA, ACA, payroll, etc.- (feeds to be listed out specifically for SLA)
- Troubleshooting of technical file errors.

2. Required Administrative Services:

a. Secure, end-user-friendly website with online enrollment capability, available 24/7 via secure login.

b. Reporting and statistical capabilities that provide common data retrieval and advanced capabilities that provide for selective reporting by entity, member, dependent, provider, plan, option, and/or cost.

c. The ability to interface with a variety of third-party vendors (e.g. COBRA, ACA), with the capability to send and receive data feeds to/from carriers. Integration with any new or replacement third-party vendor after the Effective Date will be performed on a mutually agreed timeline and may be subject to a separate development fee as provided in this Contract.

d. Provide each vendor with a weekly eligibility file using the most recent carrier's file specifications supplied in writing by the CIty, as those have been provided to the

Contractor. AntFarm has no liability for carrier rejection where specifications or data supplied by the City are inaccurate or outdated.

e. Provide the City with a weekly payroll file or change file detailing any enrollment changes, including changes in payroll deductions, based solely on data entered or approved by the City. The City remains responsible for loading the file to its payroll system.

f. The ability for the City and/or the vendor to add, change, or delete announcements, forms, and plan documents on the enrollment website.

g. The ability for the City and/or the vendor to add, change or delete website links on the enrollment website.

h. **Bi-Directional Feed Capability Services:** The flexibility to interface with bi-directional feeds to and from Tyler-Munis, provided the City maintain the Tyler-Munis API environment, accessible shared database, and test credentials. Primary bi-directional feed capability that provides customized reports and file downloads based on the reporting needs of the City. Bi-directional feed capability for the benefits administration software shall enable secure, automated, and near real-time data exchange between the client's Tyler-Munis enterprise system and AntFarm's underlying platform. This will involve developing, testing, and deploying integration interfaces to support inbound and outbound data feeds for employee eligibility, enrollment updates, deductions, and status changes. The vendor will ensure data mapping, transformation, and error handling are in place, with ongoing support for feed maintenance and performance monitoring. Development, testing, deployment and ongoing maintenance assume City supplies timely mapping documents, test data and acceptance sign-off. "Near real-time" refers to processing within commercially reasonable batch windows and excludes force-majeure or City/third-party outages. AntFarm will provide City with secondary File Transfer Portal (FTP) capability backup when bi-directional feed capability is not available or temporarily disrupted. Both types of capability will be included at no additional cost. Secondary FTP backup is provided on an "as-is" basis; persistent use beyond thirty (30) consecutive days will require mutual written agreement.

i. Work with the City on long-term solutions to interface with City's broker of record servicing AFLAC individual policies for billing and payroll deductions. This phase of the Scope of Services may be subject to additional development fee negotiated between AntFarm and City.

j. Secure email capability.

k. Cybersecurity and data breach safeguards are further defined in the **Exhibit #3 Business Associate Agreement**; no separate obligations are created by this item.

l. Dedicated account representative.

m. Dedicated technology support during normal work hours (Monday–Friday 9:00 a.m.–5:00 p.m. ET, excluding City and federal holidays) and emergency support capability during non-working hours, weekends and holidays on a commercially reasonable efforts basis. Emergency support beyond root-cause stabilization may be billed under **Exhibit #1 – Pricing with COBRA & ACA**.

n. Ability to set-up login and full access credentials for all risk management staff. Risk Management staff is presently composed of Risk Manager, Assistant Risk Manager, Employee Benefits Specialist, and Risk Management Analyst. Other City staff may have access but only upon written request from City's Risk Manager, or designee, and approval by AntFarm. Email requests shall satisfy written requirements. City is responsible for (i) provisioning and de-provisioning its users and (ii) all actions taken under City-issued credentials.

o. System should limit enrollment of any individual to only those benefits eligible to enroll and should calculate premiums based on specific employee or retiree demographics.

p. Assistance in conducting dependent eligibility audits consisting of system reports and configuration support; AntFarm does not provide legal or compliance determinations.

q. Administer enrollment in specific plans based on coverage tiers. AntFarm agrees to add additional tiers to existing coverage plans at no additional development cost for configuration changes achievable within existing data structures. Material redesign or new coverage line by a new carrier will be negotiated prior to development. New coverage line provided by a new carrier shall be negotiated between AntFarm and City prior to development.

r. Ability to set future effective dates of coverage changes, including varying effective dates.

s. Ability to split benefit deductions into pre- or post-tax categories based on defined parameters (e.g. an overage dependent not eligible for a pre-tax deduction or disability insurance offered post-tax-bases).

t. Ability to calculate different premium levels based on City ordinances, collective bargaining agreements or law. Premium levels and eligibility rules shall be provided and maintained by the City; AntFarm is entitled to rely on them without independent verification. Some coverage premiums are paid 100% for management employees and City Commissioners. Retirees pay full premiums with no contributions unless provided by

City ordinance. Non-management employee contributions are determined by collective bargaining agreements.

u. Ability to administer annual incentives such as HRA contributions, premium discounts, and enhanced plan options based on wellness program completion upon request. New qualified tax incentive plans may be subject to additional development fees negotiated between City and AntFarm. The City will provide written incentive parameters at least 30 days before the effective date.

v. Display per pay period deduction calculations for employee review throughout the enrollment process.

w. Support spousal and overage dependent and eligibility affidavit process, if applicable.

x. Manage enrollment into benefits that may require evidence of insurability and subject to guaranteed issue limits (e.g. group life insurance plans).

y. Ability to assign default plans and track affirmative waivers to be in compliance with the Affordable Care Act, if applicable.

z. System should be user-friendly and include a “save and return” feature.

aa. The Administrator and any designees must have access to the reporting portal to generate ad hoc eligibility, enrollment, census, and other reports necessary to manage the benefit plans.

bb. **PEPM Fees:** Proposers must disclose all costs that the City may be subject to incur beyond the proposed Per Employee Per Month (PEPM) fees (e.g., initial set-up, annual renewal, new vendor set-up, hourly rate for ad hoc reporting, etc). PEPM shall mean active full-time employees and retirees with at least one line of coverage. The initial guarantee PEPM rate of $4.20 (Benefit admin/EDI, COBRA and ACA services) shall not change unless there is a material change in total census amount more than ten percent (10%) delta. Example, if initial enrollment is 1,404 there would have to be more than 141 additional employees/retirees added to the 1,404 in order for material change to occur. Census will be measured quarterly using the City’s payroll reports. Upon a material change, the parties will adjust the PEPM prospectively effective on the first day of the next calendar month.

cc. **Confirmation Statements:** Ability to provide employees with a confirmation statement following enrollment summarizing their elections and payroll deductions, including electronic signature.

dd. **COBRA administration services:**

i. Provide participants with required COBRA notices, including Initial Notification, Qualifying Event, and other applicable plan participant COBRA notifications.
ii. Track and monitor COBRA enrollment and premium payments.
iii. Periodically verify participants' eligibility as defined by regulation.
iv. Monitor election time periods and participant timeframes.
v. Maintain necessary participant reporting and monthly activity.
vi. Notification of annual open enrollment election periods.

City will timely provide all required qualifying life event data and employee information; AntFarm has no liability for penalties arising from late or inaccurate City data

ee. **Affordable Care Act (ACA) Sections 6055 and 6056 reporting and measurement services**:

i. Tracking measurement & stability periods for variable-hour employees.
ii. Populating and producing Forms 1094-C and 1095-C (for Applicable Large Employers)
iii. Online Form 1095-C printing and fulfillment services on demand from City, employee, retirees.
iv. Electronic transmittal of the applicable 1094-C or 1094-B forms with the accompanying 1095 employee statements to the IRS.
v. Electronic versions of 1095-C forms for recordkeeping and distribution to employees.
vi. Error reporting back to the City.

City will timely provide all required qualifying life event data and employee information; AntFarm has no liability for penalties arising from late or inaccurate City data

ff. **Retiree Premiums:** With respect to the retiree population, the City makes no contribution to retiree premiums unless required City ordinance, by settlement agreement or first-responder presumptive catastrophic loss statutes. The City shall notify AntFarm of any such settlement agreements or first-responder presumptive catastrophic disability losses statutes.

3. Desired Administrative Services:

a. Smartphone and/or mobile app capability.

b. Ability to interface with third-party wellness program administrators upon request. This may be subject to additional development fee negotiated between City and AntFarm.

c. A customizable communication/education portal or microsite that provides mandatory notices, important messages, videos, forms, and policies.

d. The ability to provide enhanced services, such as sharing information with members via email, text messaging, push notifications.

e. Employee education and communication tools to compare plan options side-by-side; estimate out-of-pocket costs for each plan; customize targeted messages to or instructions; and Artificial intelligence (AI) plan decision support.

f. Total compensation/ coverage statement available for employee to view at any time along with ACA forms.

4. Deadlines and milestones: AntFarm agrees to implement roll out of the new system no later than November 1, 2025 provided City cooperates in full with access to all necessary databases. Live system is necessary for open enrollment providing coverage effective January 1, 2026, and QLEs providing coverage effective November 1, 2025, and new hires providing coverage effective December 1, 2025. Dates are estimates only and will extend day-for-day for any City, carrier, or third-party delay, force majeure event, or approved change order. No liquidated damages apply to schedule slippage. Development, implementation, creation and testing of file feeds would be conducted over the months of August, September and October of 2025. Annual enrollment in the fall of 2026 would be advertised as "mandatory" for employees. However, any employee who does not log onto the system to re-enroll would be defaulted to whatever benefits are currently reflected in the system for them as of January 1, 2027.

5. New Hire Enrollment Process: Newly eligible employees must enroll through the internet website – available 24/7.

6. Beneficiary Data: Employees and retirees have the ability to define beneficiary status online, up to and including individual and trust status. Printed confirmation or email confirmation should be available once changes are processed.

7. Overage (Age 26-30) Dependents: The City offers individual overage dependent coverage per Section 627.6562, Florida Statutes for medical coverage. Overage dependents must provide the City with written affidavit attesting that the dependent meets the eligibility criteria. That affidavit must be available online for downloading and/or integrated submission. The Affidavit is included in the Contract as **Exhibit #5 Affidavit of Extended Dependents Eligibility**. Premiums for dependents over the age of 26 must come out on a post-tax basis. This eligibility class will be set up by AntFarm and City along with other classes for employees, COBRA and retirees.

8. Enrollment Tracking: The Plan requires enrollment or waiver of coverage for 100% of eligible employees. It includes an electronic signature confirming acknowledgment of certain plan enrollment guidelines, the ability to push out reminders, and the ability to report enrollment progress to administrators.

9. Data Ownership: Employee enrollment data in the care, custody and control of AntFarm is owned by City. AntFarm will transfer employee enrollment data back to the City in a reasonable commercial format (i.e. Excel) utilized in the benefits administrative software industry. The transfer of data will be included at no additional charge. AntFarm may retain and internally use de-identified aggregate statistics for security, analytics, and product improvement.

10. Software As A Service Agreement (SAAS): AntFarm will not require City to execute a SAAS agreement with AntFarm, Plan Source, or any other partner of AntFarm relied upon to effectuate the Scope of Services.

11. Business Associate Agreement (BAA): AntFarm and City will execute the necessary BAA as required by law to effectuate the Scope of Services. BAA is attached as Exhibit #3 to Contract.

12. Development Requests: AntFarm and City may mutually agree on special development requests outside of the above specification based on the hourly rate in **Exhibit #1 – Pricing with COBRA & ACA**. If this occurs, both parties will discuss and come to an agreed upon work effort and engage forward if approved. Proposals and acceptance of special development requests must be made in writing (email is acceptable) between the parties.

13. Underlying Platform: AntFarm is solely responsible for providing the centralized underlying software platform (e.g. PlanSource, Bentek, Employee Navigator) including replacing any underlying software platform to avoid disruptions in Scope of Services. There shall be no charges to City from AntFarm to replace new centralized underlying software platform. Replacement may require reasonable maintenance windows; AntFarm will give City at least ten (10) days' prior written notice of a planned platform change. There shall be no charges to City from AntFarm to replace the centralized underlying software platform. Any planned platform changes shall include training to City staff at no additional charge.

14. Cloud-based data storage: AntFarm will safely store City's data on a virtual server that runs in a cloud computing environment enabling flexibility, remote access to software and data without the need to manage physical infrastructure.

15. Data Access and Sharing: AntFarm will cooperate with all reasonable requirements from City's Information Technology Department (IT) in order to access City's network and/or share folders. Main point of contact for IT will be Erin Johnson ejohnson@sunrisefl.gov office (954) 746-3348. AntFarm agrees to use the shared data only for the agreed-upon purpose in this Scope of Services. Any software agent or network change requested by City IT will be mutually agreed and documented. AntFarm will not install software that violates its security policies. AntFarm will implement

commercially reasonable and appropriate technical and organizational measures to protect data from unauthorized access, loss, or breach, and define clear procedures for **reporting, managing, and mitigating data breaches**, including notification obligations to City. Data-breach procedures are governed by the **Exhibit #3 Business Associate Agreement**. AntFarm and City agree to execute any documents or forms necessary or required by law to effectuate data access and sharing.

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EXHIBIT #3

BUSINESS ASSOCIATE AGREEMENT
BETWEEN
THE CITY OF SUNRISE, A MUNICIPAL CORPORATION
&
ANT FARM II, LLC ("AntFarm")

This BA Agreement by and between the Covered Entity and the Business Associate is made and entered into effective August 12, 2025, and is governed by the Contact.

To the extent that Covered Entity discloses Protected Health Information ("PHI") to Business Associate (or Business Associate handles PHI on Covered Entity's behalf) in connection with services or products provided to Covered Entity, or as otherwise required or allowed by the Health Insurance Portability and Accountability Act of 1996, as amended, and the rules and regulations promulgated thereunder ("HIPAA"), and only to the extent required by law, Covered Entity and Business Associate (each individually, a "Party" and together, the "Parties") agree to the following terms and conditions, which are intended to comply with HIPAA; the Health Information Technology for Economic and Clinical Health Act of 2009 and the regulations promulgated thereunder ("HITECH Act"); the HIPAA Omnibus Final Rule published in the Federal Register at 78 Fed. Reg. 5566 (January 25, 2013), and effective on March 26, 2013; and the final regulations concerning standard transactions and code sets codified at 45 C.F.R. Parts 160 and 162 ("Electronic Transaction Rule").

1. General Terms and Conditions

(a) "BA Agreement" shall mean this Business Associate Agreement.

(b) "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. §160.103, and in reference to the Party to this BA Agreement, shall mean II, LLC. AntFarm

(c) "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. §160.103, and in reference to the Party to this BA Agreement, shall mean City of Sunrise, a municipal corporation.

(d) "HIPAA Rules" shall mean the HIPAA Privacy Rule codified at 45 C.F.R. Parts 160 and 164, Subparts A and E, as may be amended; the HIPAA Security Rule codified at 45 C.F.R. Part 160 and 164, Subpart C, as may be amended; the Breach Notification Rule codified at 45 C.F.R. Part 164, Subpart D, as may be amended; and the Enforcement Rule codified at 45 C.F.R. Part 160, Subparts C and D, as may be amended.

(e) "Service Agreement" shall mean that certain Contract effective August 12, 2025 between the City of Sunrise, Florida and Ant Farm II, LLC (including all exhibits, statements of work, and duly executed amendments).

(f) Other definitions: The following terms used in this BA Agreement shall have the same meaning as those in the HIPAA Rules and HITECH Act: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, PHI (to the extent such PHI is received, used, disclosed, accessed or maintained

by Business Associate), Required By Law, Secretary, Security Incident, Subcontractor, Unsecured PHI, and Use. Other terms shall have the definitions set forth in this BA Agreement.

2. Obligations and Activities of Business Associate

(a) Business Associate agrees to not Use or Disclose PHI other than as permitted or required by this BA Agreement, as Required by Law, or as contemplated by the Service Agreement. If Business Associate has knowledge of any use or disclosure of PHI not provided for by this Agreement, then Business Associate shall promptly notify Covered Entity's primary Privacy Official or secondary Privacy Official.

(b) Business Associate agrees to use appropriate safeguards, including compliance with the HIPAA Rules with respect to electronic PHI, to prevent Use or Disclosure of the PHI other than as provided for by this BA Agreement. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI that it creates, receives, maintains, or transmits to or on behalf of Covered Entity. Business Associate will document and keep these safeguards current, and maintain, at all times, documentation of a current and completed security risk assessment. Business Associate shall provide evidence of any third-party security certifications or respond to security questionnaires regarding such safeguards as Covered Entity may from time-to-time request to evidence compliance with these requirements.

(c) Business Associate agrees to promptly report to either the Covered Entity's primary Privacy Official or secondary Privacy Official listed below any Use or Disclosure of PHI not provided for by this BA Agreement of which it becomes aware, including Breaches of Unsecured PHI as required by 45 C.F.R. §164.410, and any Security Incident of which it becomes aware. For reports of incidents constituting a Breach, the report shall include, to the extent available, the identification of each individual whose Unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or Disclosed during such Breach. The report shall be made without unreasonable delay and in no case later than ten (10) calendar days following the discovery of the breach. Changes to titles of Privacy Official will not affect this section. For the purpose of this BA Agreement, the Covered Entity's primary and secondary Privacy Officials shall include:

(i) Bill Mason, Risk Manager, or successor, as primary Privacy Official
(ii) Joyce Lara, Employee Benefits Specialists, or successor, as secondary Privacy Official
(iii) Petyah Triche, Assistant Risk Manager, or successor, as secondary Privacy Official

Business Associate will reimburse Covered Entity for reasonable, documented costs the City actually incurs responding to a Breach of Unsecured PHI to the extent the Breach was caused by Business Associate's negligence or willful misconduct, provided such reimbursement will not exceed the aggregate liability cap in Section 12 of the Contract.

Notwithstanding the foregoing, this Section 2(c) constitutes notice by Business Associate of the ongoing existence and occurrence of routine attempted but unsuccessful Security

Incidents for which no additional notice to Covered Entity is required, including but not limited to pings, broadcast attacks on Business Associate's firewalls, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above, as long as no such incident results in the circumvention of any security control, in an unauthorized access, use, or disclosure of Covered Entity's PHI or in degradation or non-availability of services and effects to service level obligations pursuant to the Contract. For clarity, unavailability or delay of the Services caused by a Force-Majeure Event (as defined in Section 25 of the City Contract) shall not, by itself, constitute a Security Incident or Breach under this Agreement. However, to the extent Business Associate becomes aware of an unusually high number of such unsuccessful Security Incidents resulting from the repeated acts of a single party, where the same IP block generates more than one-hundred (100) failed log-in attempts within any rolling twenty-four-hour period, Business Associate shall notify Covered Entity of these attempts and provide reasonably available header or log information without forensic investigation . Any forensic investigation, data recovery, or e-discovery work that exceeds the provision of such reasonably available logs shall be performed at Covered Entity's expense, unless the Breach or Security Incident is determined to have resulted from Business Associate's negligence or willful misconduct. At the written request of Covered Entity, Business Associate shall inform Covered Entity of the date of the Security Incident, the scope of the Security Incident, Business Associate's response to the Security Incident, and the identification of the party responsible for causing the Security Incident, if known. If a Security Incident constitutes a suspected or actual Breach of Unsecured PHI, the Business Associate shall also comply with the reporting requirements set forth in in this Section 2(c).

(d) Business Associate shall require that subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions and requirements that apply through this BA Agreement to Business Associate with respect to such information.

(e) To the extent Business Associate has PHI in a Designated Record Set, and only to the extent required by HIPAA, Business Associate agrees to make available PHI in a Designated Record Set, to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. §164.524. Such access shall be provided by Business Associate in the time and manner designated by Covered Entity, including, where applicable, access by electronic means pursuant to Section 13405(e) of the HITECH Act.

(f) Business Associate agrees to make any amendment(s) to PHI in its possession contained in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. §164.526 or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. §164.526.

(g) Business Associate agrees to make internal practices, books, and records relating to the Use and Disclosure of PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.

(h) Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. §164.528.

(i) To the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164 or other provisions of the HIPAA Rules, Business Associate agrees to comply with the requirements of Subpart E and other provisions of the HIPAA Rules that apply to Covered Entity in the performance of such obligation(s).

(j) Business Associate agrees to make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

(k) Except as otherwise allowed in this BA Agreement and HIPAA and the HITECH Act, Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual unless the Individual has provided a valid authorization compliant with HIPAA and state law.

(l) To the extent Business Associate conducts standard transactions under the Electronic Data Interchange rules on behalf of Covered Entity, Business Associate must comply with the administrative simplification rules applicable to those transactions.

(m) Business Associate will not store PHI outside the United States. Controlled remote access from an overseas support location is permitted if (i) the PHI remains on encrypted U.S. servers and (ii) access occurs over a TLS-encrypted session. In this context, a "transfer outside the United States" occurs if Business Associate's workforce members, agents, or subcontractors physically located outside the United States are able to access, Use, or Disclose PHI.

(n) Business Associate shall not use or disclose Genetic Information, as defined in 45 C.F.R. § 164.103 for underwriting or any other purpose in violation of the HIPAA Rules.

3. Permitted Uses and Disclosures of PHI by Business Associate

(a) Business Associate may only Use or Disclose PHI as necessary to perform the services set forth in the Service Agreement and as permitted in this BA Agreement.

(b) Business Associate agrees to make Uses, Disclosures, and requests for PHI consistent with Covered Entity's Minimum Necessary policies and procedures. Covered Entity represents and warrants to Business Associate that Covered Entity's Minimum Necessary policies and procedures are consistent with, and are not more stringent than, the requirements of the HIPAA Rules. To the extent that Covered Entity's Minimum Necessary policies and procedures impose additional particular restrictions on Business Associate, Covered Entity agrees to provide such policies to Business Associate in writing prior to requesting that Business Associate perform a particular function or activity on behalf of Covered Entity that would be affected by such policies and procedures.

(c) Business Associate may create de-identified information that may be Used and Disclosed by Business Associate as Business Associate deems appropriate, provided that the information

is de-identified in accordance with the HIPAA Rules. Notwithstanding anything in this BA Agreement to the contrary, Business Associate shall not, directly or indirectly, receive remuneration in exchange for or otherwise sell de-identified information that Business Associate derives from PHI received from Covered Entity, provided that Business Associate may, however, create and internally use aggregated, de-identified statistics for product improvement, benchmarking, and analytics. Business Associate is prohibited from Using or Disclosing the de-identified information for its own purposes without the prior written permission of Covered Entity.

(d) Business Associate may Use PHI to provide Data Aggregation services to Covered Entity.

(e) Business Associate may Use and Disclose PHI to report violations of law to appropriate Federal and State authorities, in a manner consistent with the HIPAA Rules.

(f) Business Associate shall not Use or Disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth below.

(g) Business Associate may Use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

(h) Business Associate may Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that the Disclosures are Required By Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as Required By Law for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

4. Obligations of Covered Entity

(a) Covered Entity shall notify Business Associate, in writing and in a timely manner, of any limitation(s) in the Notice of Privacy Practices of Covered Entity under 45 C.F.R. §164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of PHI.

(b) Covered Entity shall notify Business Associate, in writing and in a timely manner, of any changes in, or revocation of, permission by Individual to Use or Disclose PHI, if such changes may affect Business Use or Disclosure of PHI.

(c) Covered Entity shall notify Business Associate, in writing and in a timely manner, of any restriction on the Use and/or Disclosure of PHI to which Covered Entity has agreed or is required to abide by under 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

(d) Covered Entity agrees to comply with all applicable state and federal privacy and security laws and regulations, including the HIPAA Rules. Covered Entity agrees to obtain any patient authorizations or consents that may be required under state or federal law in order

to transmit PHI to Business Associate and to enable Business Associate to Use and Disclose PHI as contemplated by this BA Agreement and any underlying agreement.

(e) Covered Entity may not ask Business Associate to Use or Disclose PHI in any manner that would not be permissible under applicable laws and rules, including the HIPAA Rules, if done by Covered Entity.

5. Mutual Indemnification

(a) Indemnification by Covered Entity

To the extent permitted by Florida Statutes, Section 768.28, and notwithstanding anything in this BA Agreement or the Service Agreement to the contrary, Covered Entity agrees to indemnify and hold harmless Business Associate and Business Associates' officers, agents, or employees from and against any and all losses, liabilities, third-party claims, fines, penalties, costs, and expenses, including reasonable attorneys' fees, consultants' fees, court costs breach notification costs and credit monitoring fees (collectively, "Losses" in Section 5.(a) and (b)) to the extent that such Losses arise from, or may be in any way attributable to, any negligent act or omission by Covered Entity or Covered Entity's officers, or employees while within the course and scope of employment that constitutes or that is otherwise asserted by any regulatory agency or third party to be (i) a breach of this BA Agreement, (ii) negligence, (iii) a violation of the HIPAA Rules, HIPAA and/or the HITECH Act; and/or (iv) any Security Incident or Breach involving PHI in Business Associate's possession, custody or control, or for which Business Associate is otherwise responsible. Business Associate has the option to select defense counsel or to ask Covered Entity to provide a defense. The provisions of this paragraph shall survive the expiration or termination of this BA Agreement for any reason. Nothing in this section shall constitute a waiver of Covered Entity's sovereign immunity, or the limits of Section 768.28, Florida Statutes nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement. Notwithstanding any of the foregoing, each party's aggregate liability under this Section 5 shall not exceed the greater of one-hundred thousand dollars ($100,000) or the fees paid under the Contract during the twelve (12) months preceding the claim.

(b) Indemnification by Business Associate

Notwithstanding anything in this BA Agreement or the Service Agreement to the contrary, Business Associate agrees to indemnify and hold harmless Covered Entity and Covered Entity's officers, agents, or employees from and against any and all Losses to the extent that such Losses arise from, or may be in any way attributable to, any negligent act or omission, or professional error or omission, by Business Associate or Business Associate's officers, agents, or employees while within the course or and scope of employment that constitutes or that is otherwise asserted by any regulatory agency or third party to be (i) a breach of this BA Agreement, (ii) negligence, (iii) a violation of the HIPAA Rules, HIPAA and/or the HITECH Act; and/or (iv) any Security Incident or Breach involving PHI in Business Associate's possession, custody or control, or for which Business Associate is otherwise responsible. Covered Entity has the option to select defense counsel or to ask Business

Associate to provide the defense. The provisions of this paragraph shall survive the expiration or termination of this BA Agreement for any reason. Notwithstanding any of the foregoing, each party's aggregate liability under this Section 5 shall not exceed the greater of one-hundred thousand dollars ($100,000) or the fees paid under the Contract during the twelve (12) months preceding the claim.

Business Associate shall obtain and maintain in effect cyber liability insurance in an amount no less than one ($1,000,000) million per loss, including without limitation, third party and contractual liability coverage for the following: (a) defense and indemnity for alleged liability due to a cyber or privacy incident or electronic data loss including, without limitation, regulatory coverage, class action administration costs, and judgments and settlements; (b) investigating and mitigating a cyber or privacy incident, including, without limitation, costs of electronic discovery, breach notification, and credit or identity theft monitoring services; (c) business interruption due to a cyber-incident; and (d) responses to threats to harm a network, or release, prevent access to, destroy, or otherwise exploit PHI ("Policy"), at Business Associate's sole cost and expense, provided by an insurance company authorized to do business in all applicable states. Business Associate shall provide a certificate of insurance evidencing the existence of the above Policy at least annually, and at any time Covered Entity reasonably requests. If the Policy is written on a claims-made policy form, the Policy shall have no retroactive date, or the retroactive date shall be no later than the Effective Date of this Contract. . If available, Business Associate agrees to endorse Covered Entity as an additional insured. Such additional insured status shall be noted on the certificate of insurance. The Policy shall be primary and not in excess of or contributing with any insurance maintained by Covered Entity. The insurance requirements stated herein are separate and apart from non-renewal, or cancellation of the Policy shall affect the obligations hereunder to maintain the insurance coverage set forth above. This requirement may only be modified or waived in writing or email by the Covered Entity's Risk Manager.

Survival and Termination

(a) Term and Survival

Except as otherwise provided herein, the term of this BA Agreement shall coincide with the Service Agreement and shall be terminable in accordance with the termination provisions of the Service Agreement, or the date either Party terminates for cause, as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause

Upon a Party's receipt of knowledge of a material breach by the other, the non-breaching Party shall provide written notice to the breaching Party and may terminate this BA Agreement if the breaching Party does not cure the breach or end the violation within thirty (30) days. A Party may immediately terminate this BA Agreement if the other Party has breached a material term of this BA Agreement and cure or ending the violation is not possible.

(c) Effect of Termination

(i) Except as provided below in Subsection 6(c)(ii) of this BA Agreement, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the PHI. At Covered Entity's written request, Business Associate will maintain PHI for up to thirty (30) calendar days after termination to allow orderly migration to another vendor.

(ii) If Business Associate believes that it is not feasible to return or destroy the PHI as described above, Business Associate shall notify Covered entity in writing. The notification shall include: (i) a written statement that Business Associate has determined that it is infeasible to return or destroy the PHI in its possession, and (ii) the specific reasons for such determination. If the Parties agree that Business Associate cannot feasibly return or destroy the PHI, Business Associate shall ensure that any and all protections, requirements and restrictions contained in this BA Agreement shall be extended to any PHI retained after the termination of this BA Agreement, and that any further Uses and/or Disclosures shall be limited to the purposes that make the return or destruction of the PHI infeasible. Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI.

(iii) Business Associate's obligations under this Section 6 shall survive the termination of this BA Agreement.

7 Interpretation and Amendment of this BA Agreement

A regulatory reference in this BA Agreement to a section of the HIPAA Rules means the section as in effect or as amended. Any ambiguity or inconsistency in this BA Agreement shall be interpreted to permit compliance with the HIPAA Rules. This BA Agreement supersedes any and all prior representations, understandings, or agreements, written or oral, concerning the subject matter herein. The Parties hereto agree to negotiate in good faith to amend this BA Agreement from time to time as is necessary for compliance with the requirements of HIPAA or any other applicable law and for Business Associate to provide services to Covered Entity. Business Associate further agrees to promptly attempt to amend its agreements with its subcontractors and agents to conform to the terms of this Agreement. In the event Business Associate is unable to amend this Agreement or its agreements with its subcontractors in a way that is sufficient to satisfy the requirements under HIPAA or any other applicable law, Covered Entity may terminate this Agreement in accordance with Section 6 upon thirty (30) days' written notice.

However, no change, amendment, or modification of this BA Agreement shall be valid unless it is set forth in writing and signed by both Parties.

8 No Third Party Rights/Independent Contractors

The terms and conditions of this BA Agreement are intended for the sole benefit of Business Associate and Covered Entity and do not create any third party rights. The Parties declare that

they are independent contractors and not agents of each other, except as otherwise required by law or regulation.

9 Notices

Any notice required or permitted by this BA Agreement to be given or delivered shall be in writing and shall be deemed given or delivered if delivered in person, or sent by courier or expedited delivery service, or sent by registered or certified mail, postage prepaid, return receipt requested, or sent by facsimile (if confirmed), to the address set forth below. Each Party may change its address for purposes of this BA agreement by written notice to the other Party.

If to Covered Entity:

Risk Manager
City of Sunrise, Risk Management Division
10770 West Oakland Park Blvd., 4th Floor
Sunrise, FL 33351
riskmanagement@sunrisefl.gov

cc: City Attorney
City of Sunrise, City Attorney Office
10770 West Oakland Park Blvd., 4th Floor
Sunrise, FL 33351
cityattorney@sunrisefl.gov

If to Business Associate:

Ant Farm II, LLC
Attn: Teddy Smith, President
291 Heritage Walk
Woodstock, GA 30188
tsmith@antfarmservices.com

cc: Patti Barnard, Fractional General Counsel | Principal Attorney
Patricia Salas Barnard, PLLC
8501 Tidal Bay Lane
Tampa, FL 33635
patti.barnard@psbesq.com

10 Governing Law

To the extent not preempted by federal law, the BA Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof or any canon, custom or rule of law requiring construction against the drafter. Venue of any action will be in Broward County, Florida, notwithstanding any conflicts of law provisions that would require the application of the law of a different state. Except as set forth in the

indemnification provisions above, should the Parties be involved in legal action arising under, or connected to this BA Agreement, each Party will be responsible for their own attorney's fees and costs. Both Parties hereby agree to waive a jury trial, and will proceed to a trial by judge, if necessary.

11. **Binding Nature and Benefits**

This BA Agreement binds and benefits the Parties, and their respective successors, and their permitted assigns.

12. **Severability**

Whenever possible, each provision of this BA Agreement shall be interpreted so as to be effective and valid under applicable law. If any provision of this BA Agreement should be prohibited or found invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the other of such provision or the remaining provisions of this BA Agreement; provided, however, that if any such invalid provision is material to an extent that a Party would not have entered into the BA Agreement absent such provision, then that Party may terminate the BA Agreement upon ninety (90) calendar days' prior written notice to the other Party.

IN WITNESS WHEREOF, the Parties have executed this BA Agreement, effective August 12, 2025.

Covered Entity: City of Sunrise

By: Bill Mason
Title: Risk Manager
Date: _____, 2025
Address: City of Sunrise, Risk Management Division
10770 W. Oakland Park Blvd, 4th Floor
Sunrise, FL 33351
Email: riskmanagement@sunrisefl.gov

_____
Signature

Business Associate: Ant Farm II, LLC

By: Teddy Smith
Title: President
Date: _____, 2025
Address: 291 Heritage Walk
Woodstock, GA 30188
Email: tsmith@antfarmservices.com

_____
Signature

Resolution No. _____

EXHIBIT #4
Affidavit of Compliance with Foreign Entity Laws

The undersigned, on behalf of the entity listed below ("Entity"), after reasonable inquiry, hereby attests under penalty of perjury and to the best of his or her knowledge that :

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

5. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

6. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

7. These statements are true as of the execution date below. Entity will notify the City in writing within thirty (30) days after becoming aware of any change that would make a statement inaccurate.

8. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 20___ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Georgia at Large (Seal)

Print Name: _____ My commission expires: _____

EXHIBIT #5

AFFIDAVIT OF EXTENDED DEPENDENT ELIGIBILITY

I,_____, hereby swear or affirm that I am the legal parent of
(Subscriber's Name)

_____ . _____
(Child's Name) (AvMed Member ID#)

I further swear or affirm that the child named above is under the age of thirty (30) and:

- Is unmarried and does not have a dependent of his/her own; and
- Is a resident of Florida or a full-time or part-time student; and
- Is not provided coverage as a named subscriber, insured, enrollee, or covered person under any other health plan or insurance policy and is not entitled to benefits under Medicare.

I understand that I have provided this information for use by AvMed for the purpose of determining eligibility for participation in my group health plan by the dependent named herein. I further understand that AvMed reserves the right to request proof of child's status.

I affirm that the information in this Affidavit is true to the best of my knowledge and belief. I understand that any intentional misrepresentation in this Affidavit may result in retroactive termination of coverage under the Group Health Plan and retroactive denial of claims previously processed for my child, in which case I will be responsible for the cost of all claims incurred.

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree. F.S. Section 817.234 (1)(b).

_____
Subscriber's Signature

Subscribed and Sworn/Affirmed personally before me, a Notary Public,

on this ____ day of _____ , 20__ by _____ (Subscriber's Name),

who is personally known to me or who has provided satisfactory proof of identification.

_____
Notary Public

My Commission Expires_____

City of Sunrise

EXHIBIT #6

antfarm...

07.03.25

Government Experience

LAGRANGE
GEORGIA

PRATTVILLE
Alabama

CITY OF
BONZ, ALABAMA
1897

Oconee County Schools
ACADEMICS • ARTS • ATHLETICS
COMMITTED TO STUDENT SUCCESS
Watkinsville, Georgia

COBB COUNTY
SCHOOL DISTRICT

CHARLOTTE
COUNTY Public Schools

GULF SHORES
CITY SCHOOLS

FREMONT COUNTY
SCHOOL DISTRICT 25
EDUCATE
EMPOWER
INSPIRE

HCS
Huntsville
CITY SCHOOLS
Innovative • Imaginative • Inclusive

MUSCOGEE COUNTY SCHOOL DISTRICT
COLUMBUS, GA

Bentonville
Schools

Nassau District Schools
"character, conscience, competence"

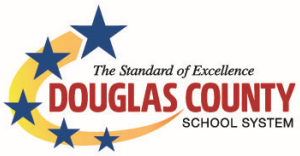
HENRY
COUNTY SCHOOLS

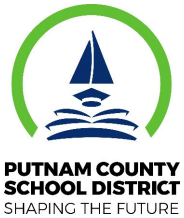
POLK SCHOOL DISTRICT
EXCELLENCE IN EDUCATION

ARKANSAS
VIRTUAL ACADEMY℠
POWERED BY K12

NEFEC
NORTH EAST FLORIDA
EDUCATIONAL CONSORTIUM

PAEC
Panhandle Area
Educational Consortium


The Standard of Excellence
DOUGLAS COUNTY
SCHOOL SYSTEM


PUTNAM COUNTY
SCHOOL DISTRICT
SHAPING THE FUTURE

Shelby County Schools
Prepared for the Journey

WALKER COUNTY SCHOOLS
WCS

COUNTY OF
SAINT LOUIS
ESTAB. MAR. 16 1855
SAINT
LOUIS
COUNTY
MINNESOTA

FRS

PUTNAM COUNTY SCHOOL DISTRICT
SHAPING THE FUTURE

Nassau District Schools
"character, conscience, competence"

CHARLOTTE COUNTY Public Schools

Implementation & Transition

The March

Build Out

Once documentation is completed the plan design will be delivered to your tech team. Configuration of the enrollment system will begin.

Testing

Once all data imports are loaded and the benefit plans are completed and built in the system the internal testing process will begin.

EDI Connections

This is the exchange of the enrollment system information to the required carriers & vendors. Our EDI team will work with the selected carriers & vendors to create automated files to be sent on a agreed upon reoccurring basis.

Training

Our training will ensure that you understand the administration side of the enrollment system and critical functions to lessen administrative burden.

Post OE

We are with you through out the entire process and this includes Post OE. There are specific tasks we will complete for you.

Milestones

Documentation Gathering

Align on project goals and complete plan spec

Assessment of Documents and Configuration

Review all the information provided. Compare against the system design, as needed. Follow up with carrier/vendor on any missing information or spec clarification.

Data Extraction and Coding

Take data from the source system and mine it for the preparation of the feed. Begin Coding. Complete and Submit the initial Test file

Test, Reconciliation & Training

This is usually the bulk of the process, testing, and reconciliation of the feed. We aim to keep this to no more than 3 test files before production approval.

Production

Go-Live

System Customization & Flexibility

Automate Your Most Complex Benefits Programs and Business Rules

WORKFORCE POPULATIONS
Define your company's employee groups where rules vary

COST CONTRIBUTIONS
Designate employee and employer contributions to benefits premiums

AUTOMATED ENROLLMENT
Enroll employees in company-sponsored benefits by default

AUTOMATED CANCELLATIONS
Set up rules to cancel benefits automatically

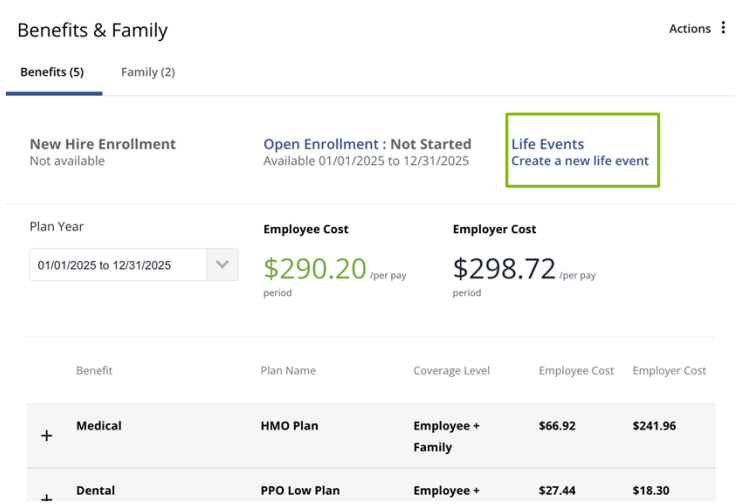
CONTINGENT BENEFITS
Automate enrollment dependencies such as eligibility for HSAs and spouse life maximums

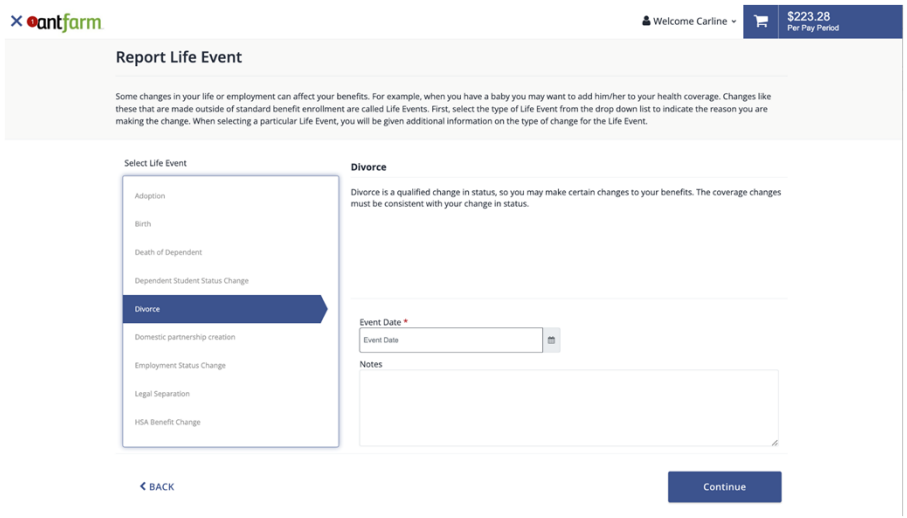
EOI PROCESSING
Receive automated decisions from carriers for Evidence of Insurability requests

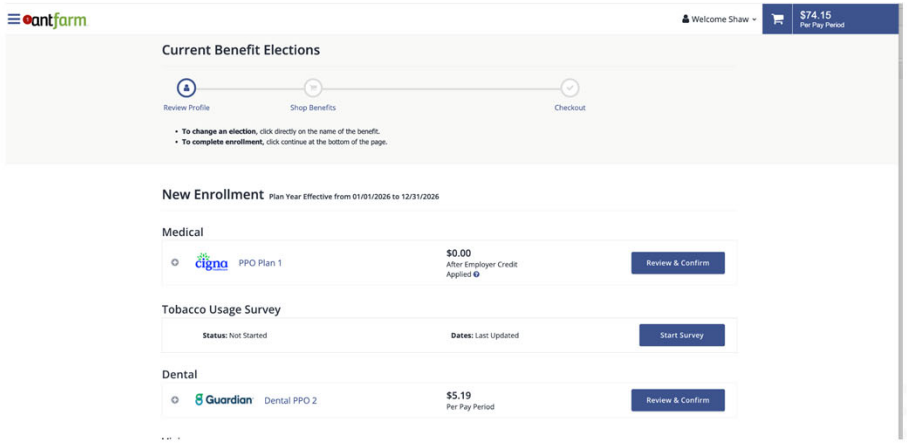
EDI EXCHANGE

1. AntFarm extracts data from the backend of the source system.
2. AntFarm sender maps that data into the proper file format, that will be transmitted.
3. The EDI file is translated in preparation for transmission.
4. AntFarm delivers the file to the specified recipient.
5. The vendor/carrier interprets the inbound data received from AntFarm and provides AntFarm with a functional acknowledgment confirming receipt.

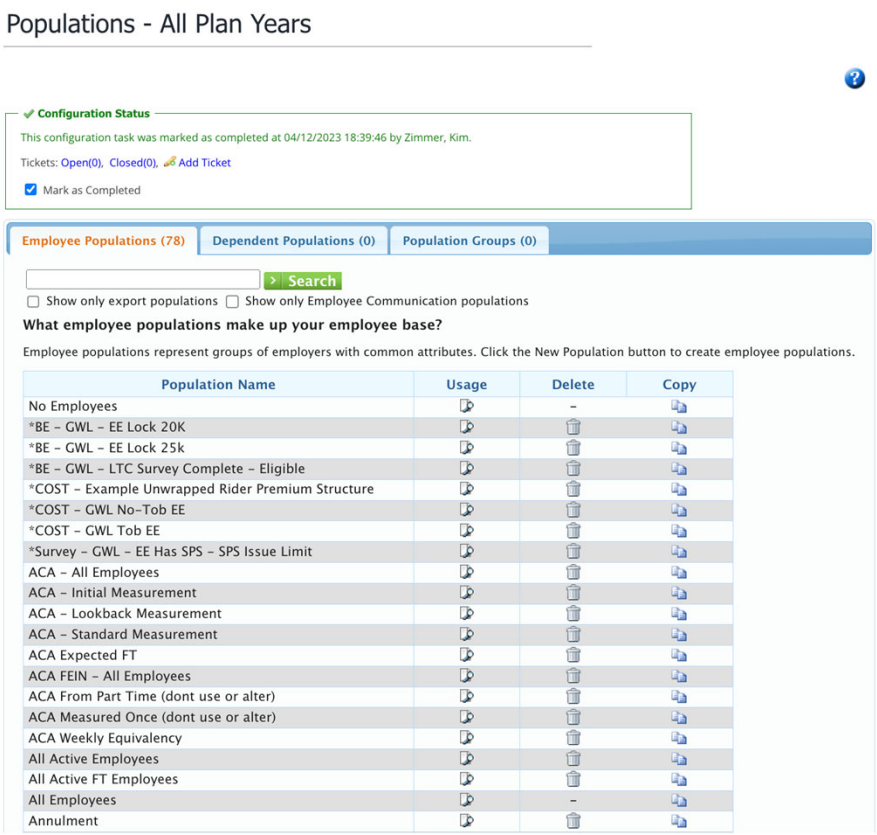
QLEs


Benefits & Family
Actions
Benefits (5)
Family (2)
New Hire Enrollment
Not available
Open Enrollment : Not Started
Available 01/01/2025 to 12/31/2025
Life Events
Create a new life event
Plan Year
01/01/2025 to 12/31/2025
Employee Cost
$290.20 /per pay period
Employer Cost
$298.72 /per pay period
Benefit
Plan Name
Coverage Level
Employee Cost
Employer Cost
Medical
HMO Plan
Employee + Family
$66.92
$241.96
Dental
PPO Low Plan
Employee +
$27.44
$18.30

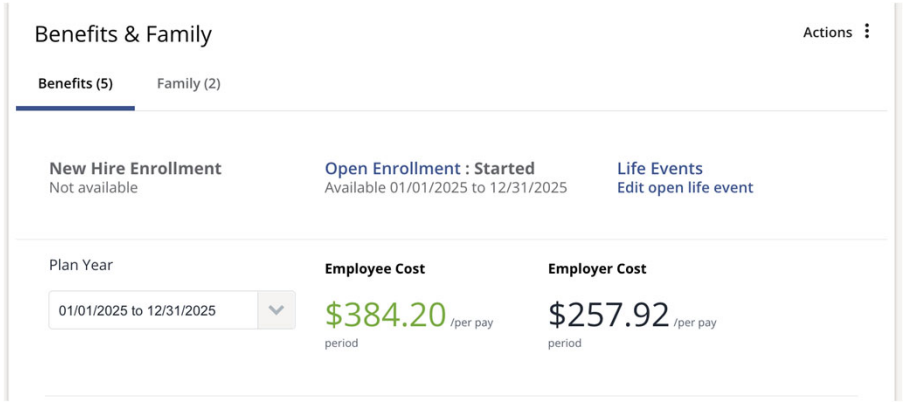

antfarm
Welcome Carline
$223.28
Per Pay Period
Report Life Event
Some changes in your life or employment can affect your benefits. For example, when you have a baby you may want to add him/her to your health coverage. Changes like these that are made outside of standard benefit enrollment are called Life Events. First, select the type of Life Event from the drop down list to indicate the reason you are making the change. When selecting a particular Life Event, you will be given additional information on the type of change for the Life Event.
Select Life Event
Adoption
Birth
Death of Dependent
Dependent Student Status Change
Divorce
Domestic partnership creation
Employment Status Change
Legal Separation
HSA Benefit Change
Divorce
Divorce is a qualified change in status, so you may make certain changes to your benefits. The coverage changes must be consistent with your change in status.
Event Date *
Event Date
Notes
BACK
Continue

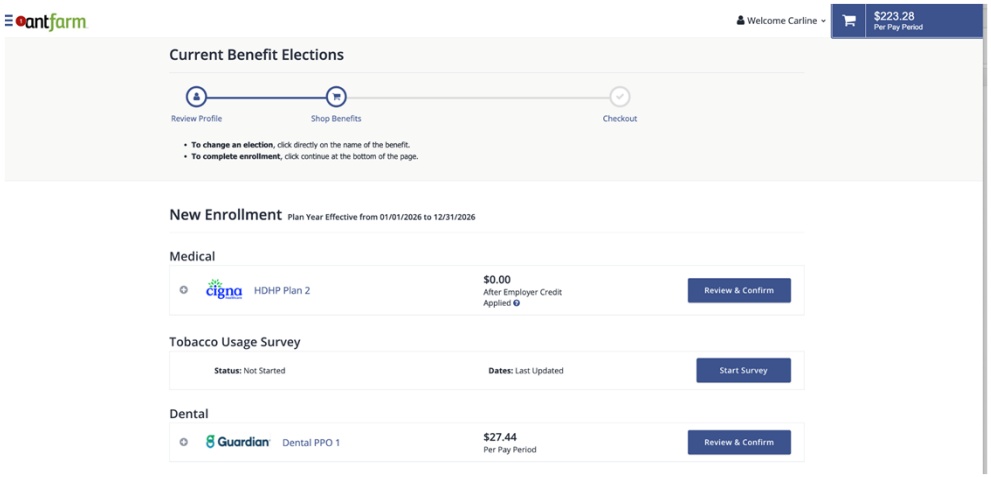

antfarm
Welcome Shaw
$74.15
Per Pay Period
Current Benefit Elections
Review Profile
Shop Benefits
Checkout
To change an election, click directly on the name of the benefit.
To complete enrollment, click continue at the bottom of the page.
New Enrollment
Plan Year Effective from 01/01/2026 to 12/31/2026
Medical
cigna
PPO Plan 1
$0.00
After Employer Credit Applied
Review & Confirm
Tobacco Usage Survey
Status: Not Started
Dates: Last Updated
Start Survey
Dental
Guardian
Dental PPO 2
$5.19
Per Pay Period
Review & Confirm

Multi-Classifications/Sub-Groups

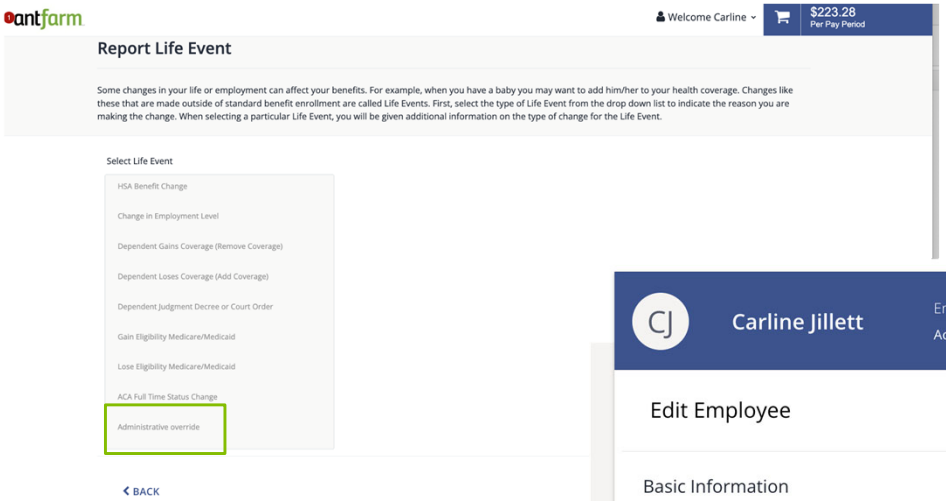


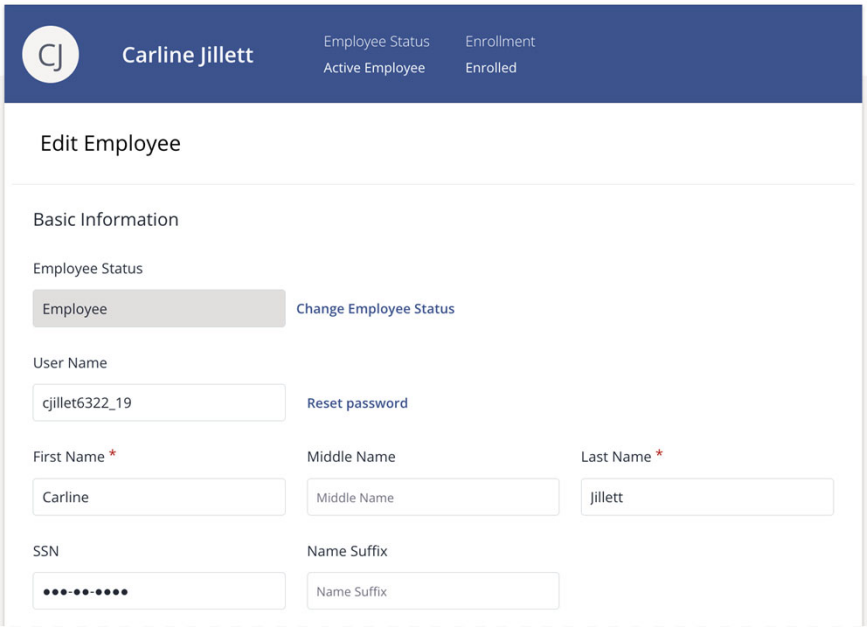
OE Changes


Benefits & Family
Actions
Benefits (5)
Family (2)
New Hire Enrollment
Not available
Open Enrollment : Started
Available 01/01/2025 to 12/31/2025
Life Events
Edit open life event
Plan Year
01/01/2025 to 12/31/2025
Employee Cost
$384.20 /per pay period
Employer Cost
$257.92 /per pay period

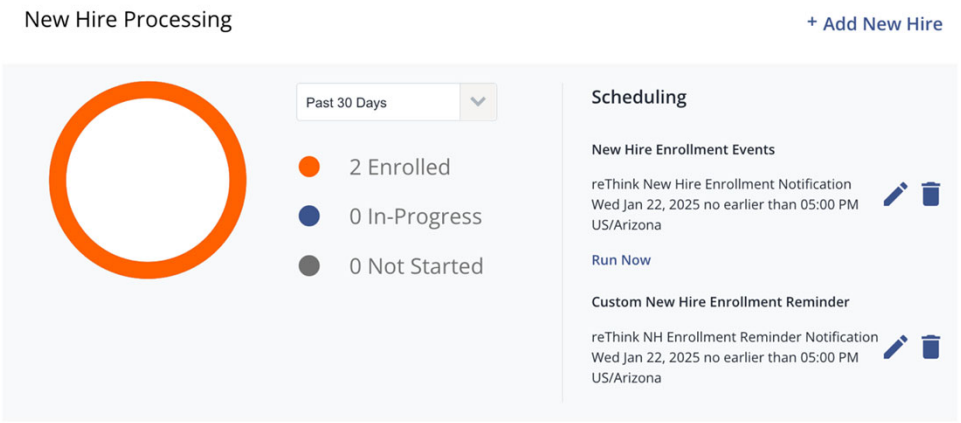

antfarm
Welcome Carline
$223.28
Per Pay Period
Current Benefit Elections
Review Profile
Shop Benefits
Checkout
To change an election, click directly on the name of the benefit.
To complete enrollment, click continue at the bottom of the page.
New Enrollment
Plan Year Effective from 01/01/2026 to 12/31/2026
Medical
cigna
HDHP Plan 2
$0.00
After Employer Credit Applied
Review & Confirm
Tobacco Usage Survey
Status: Not Started
Dates: Last Updated
Start Survey
Dental
Guardian
Dental PPO 1
$27.44
Per Pay Period
Review & Confirm

Administrative Overrides





New Hire Alerts

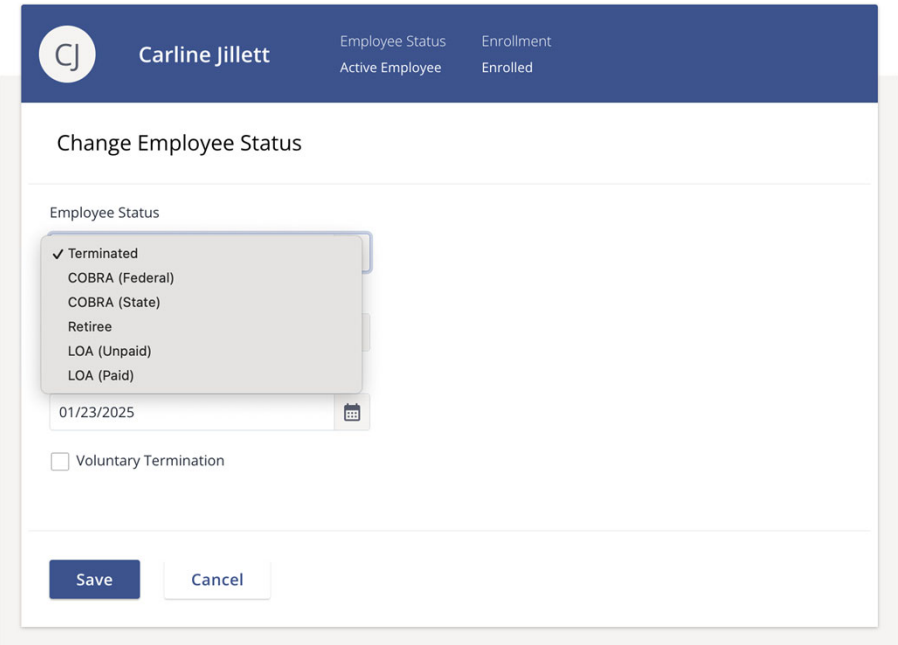


Plan Year Data 10/01/2024 to 09/30/2025

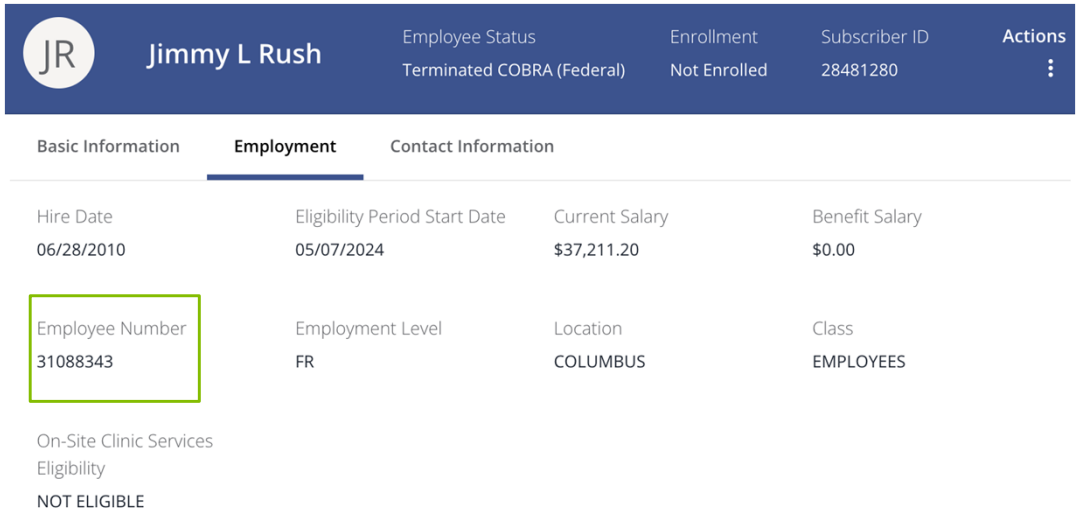
— Coverages

	Updated At	Carrier	Org Benefit
History	09/13/2024 09:53:53	Generic	Medical
History	09/13/2024 09:53:53	Generic	Dental
History	09/13/2024 09:53:53	Generic	Vision
History	09/13/2024 09:53:54	Mutual of Omaha	Basic Employee ...
History	09/13/2024 09:53:54	Generic	Legal Documents
History	10/01/2024 11:29:50	Mutual of Omaha	Voluntary Emplo...

Retirees


CJ
Carline Jillett
Employee Status
Active Employee
Enrollment
Enrolled
Change Employee Status
Employee Status
Terminated
COBRA (Federal)
COBRA (State)
Retiree
LOA (Unpaid)
LOA (Paid)
01/23/2025
Voluntary Termination
Save
Cancel

Unique ID Numbers



User Experience & Support

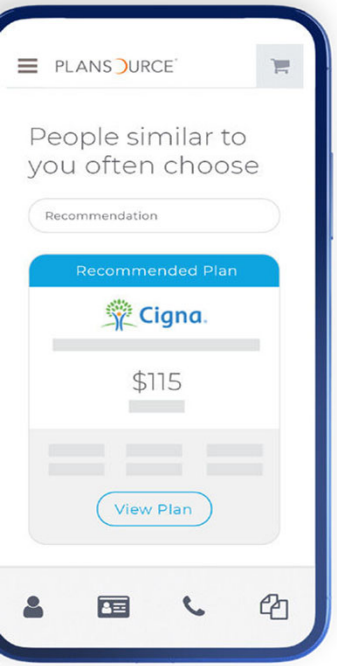
Technical Support Center Services

- Open Enrollment only
- Enrollment and/or login assistance
- System access and navigation
- Personalized toll-free number
- Communication via telephone or email

Self-Service

- Reset password and username
- Add/change beneficiaries
- Add/change of agreed upon demographic details
- Add/change dependent information
- Confirmation statement
- Select QLEs
- EOI completion
- 1095 electronic form
- Upload of required documents
- Upload IDs
- Benefit enrollment
- Education content
- Find a provider

DecisionIQ



KEY FEATURES

AI/ML INTELLIGENCE
We leverage advanced AI and machine learning technology on the backend to surface personalized insights and tips on the front-end shopping experience that continue to get smarter over time.

PERSONALIZED SUGGESTIONS
Employees can answer a few questions to layer personal preferences data on top of demographic, dependent, eligibility, risk tolerance and regional costs data for even more tailored suggestions.

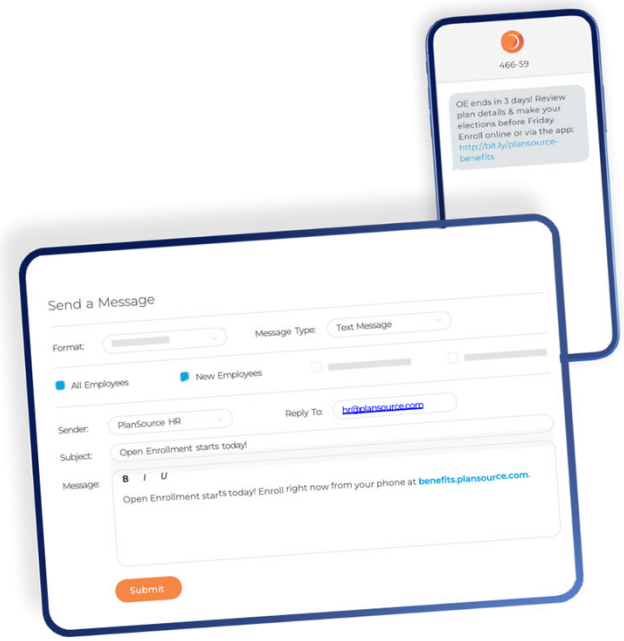
HEALTH AND VOLUNTARY PLANS
Employees need the full benefits picture to make truly sound decisions on plans, coverages and all-in costs. DecisionIQ covers all products and plans, not just part of your benefits package.

COVERAGE AND CONTRIBUTIONS
Choosing the best-fit plan is only part of the decision. We'll also help employees understand the right amount of coverage for their needs and even how much to contribute to their HSA or FSA.

LOCALIZED COST COMPARISONS
Get hyper-targeted cost estimates that are based on regional cost data instead of national averages. Our comprehensive dataset of 100M+ local cost averages means cost estimates are more accurate.

ON-DEMAND ADVICE
No more waiting around to get an answer back or meet with HR. DecisionIQ is available 24/7 right within the shopping experience for instant guidance via phone, laptop or our mobile app.

Communication Resources



Communicate Like a Pro

To help your employees make informed benefits choices, clear and concise communication is vital. PlanSource makes the job of communicating easy with email, text, educational tools and in-system messaging.

* Create unlimited campaigns
* Specify your target audience
* Test, schedule and your communications

We know employees are barraged with emails and that many important messages get missed. That's why our tool allows HR teams to combine email and texts to expand the reach and effectiveness of their messaging.

Security & Compliance

Serious About Platform and Data Security

Our clients and partners entrust us with sensitive benefits and health care data. We safeguard this information in every possible way, with procedures in place for data protection, standards for people and processes, audited security measures for all related equipment and facilities, and use of well-proven software security mechanisms.

ISO 27001
Certified

SSAE18 SOC 2 TYPE 2
Audited

HIPAA, GDPR, CCPA
Compliant

SANS TOP 20
Common Security Controls

BUSINESS CONTINUITY

We have designed our technology infrastructure to minimize the effects of natural disasters and have business continuity plans in place to ensure that our solutions continue to operate and your data is safe.

- Amazon Web Services used for Disaster Recovery
- All data center facilities are equipped with redundant power grids, redundant generators, UPSs and redundant telecommunication trunk
- Primary data center located in Orlando, Florida in a Tier III Data Center
- AWS facilities located in Oregon and N. Virginia regions of the USA
- Data replication between data centers ensures both data centers have the same data
- Recovery time objective of 48 hours
- Recovery point objective of 4 hours (or less)
- Established and tested disaster recovery and business continuity plans

Reporting & Analytics

Better Analytics for Better Benefits ROI

Run all of your benefits administration reporting out of one powerful place. With PlanSource, HR teams can create, schedule and customize reports 24/7 – like employee and dependent census reports to enrollment rosters and work status change reports – to help oversee and optimize their benefits program performance and costs.

With InsightsIQ, groundbreaking analytics dashboards identify trends in your data and benchmark it against our active customer database of approximately 200 million employee and dependent benefit elections. See how you compare to your peers, and see trends in benefit participation, average costs, enrollment statistics and other insights like never before.

POPULAR BENEFITS REPORTS:

- Benefit Changes
- Confirmation Statements
- Dependent Enrollment
- Employee Census
- Employee Enrollment
- Employee New Hires
- Employee Terminations
- Evidence of Insurability
- Incomplete Enrollment
- Life Events
- Overage Dependents
- Payroll Deduction

Custom Reporting

This is an added functionality and benefit provided by AntFarm's unique EDI & Development Team. They can utilize the same tools and skills used to integrate payroll or build carrier eligibility feeds.

This is where the team uses various and multiple source files/exports dropped into their sandbox and writes code to automate, format, and map data into desired specs. We have utilized this when multiple source files (PlanSource reports, exports, and external files) are needed to create a unique output not possible with all other functionality above.

Service & Support

Addressing Service Dissatisfaction

- Receive feedback
- AFS to create action plan to address concerns
- Discuss action plan with the County
- Implement action plan
- Follow up
- Bi-Weekly/Weekly status calls

Ongoing Training & Support

- PlanSource University
- Annual training
- Day-to-Day support for dedicated team
- Weekly status calls
- One off training

Cost & Value

Pricing- Initial Contract Period

One-time Implementation Fee: $5,000
Ben admin, EDI, Payroll PEPM $4.20

- Headcount based on FT active and retiree lives managed in the system
- Billing begins in 1st on month in which lives are loaded into the system.
- Development fee for programming outside of scope of services- $150/hour

PlanSource Implementation and ongoing Administration:

- Discovery, Implementation, Data migration (demographic, dependent, beneficiaries, coverage elections).
- System Configuration, recurring licensing, full ongoing support.
- Decision Support included (DecisionIQ).
- Communication module with unlimited text/SMS and email campaign.
- Dependent Verification capacity and implementation included (DependentIQ).
- Includes all expectations set forth in RFP listed in “Requested Services.”
- Billing Module: configuration and ongoing support.
- Training and Support.
- Dedicated team and resources.
- The Benefit Support Center Year-Round for Administrators

EDI and Payroll Integration

- All carrier and TPA EDI and connectivity (RFP frequency requirements at minimum).
- File validation and discrepancy reporting and resolution.
- Payroll (Alio) bi-directional, customized integration (up to two times/week).
- Customized Reporting above and beyond the platform’s ability to produce through the functionality available in: Reporting, Billing, Exports.

Pricing- Initial Contract Period

ACA Reporting & Service
- Implementation including all requirements, measurements, lookbacks, etc.
- Monthly tracking and support.
- Maintenance and review of all 1095 forms.
- Electronic filing of all forms (employee and employer directly to IRS.
- ACA Annual Flat Fee $1,000 (individual state fees not included if applicable)

Technical Support Center
- OE Only
- Dedicated number

COBRA Admin
- Performed by Consolidated Administrative Services
- Active employee headcount

See pricing with COBRA & ACA for detailed breakdown of fees

Performance Guarantees

- Go-live date guarantee - 25% reduction of implementation fee
  - Both parties staying on agreed upon timeline
- System uptime guarantee 99.5% monthly – up to 5% reduction of monthly PEPM fee excluding COBRA Administration fee and ACA Services fee

Success Metrics

- Go-live date met
- Eligibility processing in place
- Accurate data transfer based on source data
- Lowering current administrative burden
- SAP file exchange implemented
- Connection to agreed upon payroll systems
- Meet ACA requirements
- Resolution satisfaction

What does it look like?

Let's take a look at PlanSource.

Exhibit #7
Service Level Agreement

This Service Level Agreement is part of the Contract dated _____. Capitalized terms not defined here have the meaning given in the Contract. All targets assume the City meets its obligations in the Contract and Scope of Services (including data accuracy, timely approvals, system access, and required hardware/software). Service credits described below are the City's sole and exclusive remedy for any SLA failure.

1. **Support Hours**

   - Telephone and email support: 9:00 a.m. to 5:00 p.m. Eastern Time, Monday–Friday, excluding City and federal holidays.
   - Calls or emails received outside support hours will be logged and addressed the next business day. After-hours calls may forward to an on-call mobile device on a commercially reasonable efforts basis.
   - Onsite assistance (if mutually agreed) will be scheduled within 72 hours during the business week for locations within a two-hour drive of AntFarm's headquarters.

2. **Incident Priorities and Response Targets**.

Priority	Description	Initial Response Target	Target Resolution
High	Production system down or critical feed failure with no workaround	0–8 business hours	24 business hours
Medium	Degraded function or feed issue with workaround	48 hours	5 business days
Low	Minor issue, cosmetic item, enhancement request	5 business days	Next scheduled release

   "**Response**" means AntFarm has acknowledged the ticket and begun triage. Resolution targets are goals only and are extended for Exclusions.

3. **Availability.** AntFarm will use commercially reasonable efforts to maintain 99.5% Monthly Availability for the production environment. Monthly Availability = (Total Minutes in the month − Excluded Downtime − Unavailable Minutes) ÷ (Total Minutes − Excluded Downtime). "**Unavailable Minutes**" means a full production outage confirmed by AntFarm's monitoring tools lasting five (5) or more consecutive minutes. Partial degradation or outages under five consecutive minutes do not count. Measurement is based solely on AntFarm's logs. Scheduled Maintenance may occur during off-peak hours (generally 10:00 p.m. to 6:00 a.m. ET on any day or at any time on weekends) with at least seventy-two (72) hours prior email notice, plus emergency maintenance on shorter notice if required to protect the Service.

4. **Exclusions**.

   The SLA targets and Service Credits do not apply to unavailability or issues:

   - Caused by force majeure events;
   - Caused by the City, its users, or third parties (including carriers, internet providers, or City systems);
   - Resulting from the City's failure to meet its obligations or from inaccurate or late data;
   - During Scheduled Maintenance or agreed emergency maintenance;
   - Due to suspension permitted by the Contract (including non-payment);
   - Caused by software, equipment, or services not provided or controlled by AntFarm; or
   - Arising from beta features or test environments.

5. **Service Credits.** If an SLA target (Availability or Response) is missed in a calendar quarter after applying Exclusions, the City may request a Service Credit equal to two percent (2%) of the fees invoiced for the affected Services in that quarter (excluding taxes and pass-through costs) for each missed SLA. Total Service Credits for all SLA misses in a quarter will not exceed five percent (5%) of the fees invoiced for the affected Services in that same quarter. Credits must be requested in writing within thirty (30) days after quarter end. Approved credits will be applied to the first invoice issued in the following quarter and have no cash value. Credits are the City's sole and exclusive remedy for SLA failures, including any termination right based solely on performance levels.

6. **Pass-through Costs.** Pass-through costs shall mean COBRA Administration fee and ACA Services fee when used in this exhibit.

Detail by Entity Name

Foreign Limited Liability Company
ANT FARM II, LLC

Filing Information

Document Number	M23000011988
FEI/EIN Number	88-2231983
Date Filed	09/19/2023
State	GA
Status	ACTIVE

Principal Address

291 Heritage Walk
Woodstock, GA 30188

Changed: 03/15/2025

Mailing Address

291 Heritage Walk
Woodstock, GA 30188

Changed: 03/15/2025

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Authorized Person(s) Detail

Name & Address

Title President

Smith, Theodore
291 Heritage Walk
Woodstock, GA 30188

Title Manager

Smith, Theodore
291 Heritage Walk
Woodstock, GA 30188

Annual Reports

Report Year	Filed Date
2024	04/24/2024
2025	03/15/2025

Document Images

03/15/2025 -- ANNUAL REPORT	View image in PDF format
04/24/2024 -- ANNUAL REPORT	View image in PDF format
09/19/2023 -- Foreign Limited	View image in PDF format

AGENDA ITEM REQUEST

Originating Department: Human Resources

Item Title: Amendment

Item Number: 4G **Meeting Date:** 8/12/2025

City Reference Number (C#): C25114

Item Description:

A Resolution of the City of Sunrise, Florida, providing for a revision to Ordinance No. 715-X, as Amended, to the Police / Fire Executive Management Position Schedule "C" and the Pay Plan Appendix; and providing for an effective date. City Manager Mark Lubelski. Jami Ketchup, Director of Human Resources.

Funding:
N/A

Amount:
Not to exceed FY 2024/2025 approved budget.

ATTACHMENTS:

ATY Resolution - C25114
715-X Personnel Summary Amendment Schedule "C"

Background:
This proposed amendment updates the position summary outlined in City of Sunrise Ordinance 715-X. Staff recommends a pay range adjustment for the Deputy Police Chief position to ensure alignment with its functions, responsibilities, and placement within the City's pay range plan.

Appendix "A" Schedule "C" Police/Fire Executive Management Pay Plan and Salary Pay Step List

CLASSIFICATION	RANGE	MINIMUM	MAXIMUM
Deputy Police Chief	~~DCP / 71-84~~	~~$126,584.24~~	~~$174,496.50~~
	DCP / 75-88	$139,723.51	$192,610.38

It is recommended that the City Commission approve the aforementioned 715-X pay range change, as presented, which will take effect April 1, 2025.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Jami Ketchup Phone: 954-838-4522

Department Head Name and Title:
Mark Lubelski, City Manager

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, REVISING APPENDIX "A" "PAY PLAN RANGES" OF SCHEDULE "C" "POLICE/FIRE EXECUTIVE MANAGEMENT" OF ORDINANCE NO. 715-X, AS AMENDED, TO ADJUST THE DEPUTY POLICE CHIEF'S PAY RANGE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2(J) of Ordinance No. 715-X, as amended, provides for amendment by resolution of certain schedules and appendices contained in the ordinance.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. That Appendix "A" "Pay Plan Ranges" of Schedule "C" "Police/Fire Executive Management" is hereby amended as follows:

APPENDIX "A" "PAY PLAN RANGES"

CLASSIFICATION	RANGE	MINIMUM	MAXIMUM
Deputy Police Chief	~~DCP / 71-84~~	~~$126,584.24~~	~~$174,496.50~~
Deputy Police Chief	DCP / 75-88	$139,723.51	$192,610.38

Section 2. Effective Date. This Resolution shall be effective retroactive to April 1, 2025.

PASSED AND ADOPTED this _____ DAY of _____, 2025.

_____
Mayor Michael J. Ryan

underscored text are additions
~~scored-through~~ text are deletions

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

underscored text are additions
~~scored-through~~ text are deletions

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, PROVIDING FOR A REVISION TO ORDINANCE NO. 715-X, AS AMENDED, TO THE POLICE / FIRE EXECUTIVE MANAGEMENT POSITION SCHEDULES, AND THE PAY PLAN APPENDIX; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2(J) of Ordinance No. 715-X, as amended, provides for amendment by resolution of certain schedules and appendices contained in the ordinance;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. That Schedule "C" of Ordinance No. 715-X-98-A, as amended, designating "Police/Fire Executive Management Pay Plan and Salary Pay Step List" is hereby amended as follows:

SCHEDULE "C" POLICE / FIRE EXECUTIVE MANAGEMENT POSITION

Section 2. The pay plan as set forth in Appendix "A" Pay Ranges are amended as follows:

PAY RANGE

CLASSIFICATION	RANGE	MINIMUM	MAXIMUM
Deputy Police Chief	~~DCP / 71-84~~	~~$126,584.24~~	~~$174,496.50~~
Deputy Police Chief	DCP / 75-88	$139,723.51	$192,610.38

Section 3. Effective Date. This Resolution shall become effective the first full pay period following 4/1/ 2025.

PASSED AND ADOPTED this_____DAY of_____, 2025

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underscored text are additions

DRAFT

Mayor Michael J. Ryan

Authentication:

Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: _____
GUZMAN: _____
KERCH: _____
SCUOTTO: _____
RYAN: _____

Approved by the City Attorney
as to Form and Legal Sufficiency

Thomas P. Moss

DRAFT

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underscored text are additions

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: Leisure Services

Item Title: Agreement

Item Number: 4H **Meeting Date:** 8/12/2025

City Reference Number (C#): C25186

Item Description:

A Resolution of the City of Sunrise, Florida, approving a "Professional Services Agreement" between the City of Sunrise, Florida and LunaLite Drone Show Technologies LLC for Drone Light Shows at Special Events throughout the City; and providing an effective date. City Manager Mark Lubelski. Kevin Pickard, Director of Leisure Services.

Funding:

001.36.47.572.503420 - Misc. Contractual Services

Amount:

$50,000 - Estimated Annual Expenditure

Not to exceed budgeted funds for FY 2024/2025
Subsequent years' expenditures subject to budget approval

ATTACHMENTS:

ATY Resolution - C25186
Professional Services Agreement
Sunbiz - Lunalite Drone Show Technologies LLC

Background:
The City of Sunrise successfully collaborated with LunaLite Drone Show Technologies LLC, a Sunrise vendor, to provide a drone show on June 25, 2025 in celebration of the Florida Panther's historical back-to-back Stanley Cup victory.

Due to the positive feedback from the community that attended in person and the extensive community engagement from the livestreamed show, the City seeks to enter an agreement with the vendor to provide additional drone light shows. This agreement has a one year term and two one-year extensions to protect the City from expected cost increases over the term of the agreement.

Under the terms of the proposed Agreement, LunaLite Drone Show Technologies LLC shall furnish to the City with three (3) approximately twenty (20) minute drone light shows at special events throughout the City over the next 12 months.

Because these services are entertainment for city events, and pursuant to Section 5-173(c)(6) of the Code of Ordinances of the City of Sunrise, Florida, these services are exempt from the competitive bidding requirement.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Nicolas Ortiz, Assistant Director of Leisure Services

Phone: 954-747-4640

Department Head Name and Title:
Kevin Pickard, Director of Leisure Services

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "PROFESSIONAL SERVICES AGREEMENT" BETWEEN THE CITY OF SUNRISE, FLORIDA AND LUNALITE DRONE SHOW TECHNOLOGIES LLC FOR DRONE LIGHT SHOWS AT SPECIAL EVENTS THROUGHOUT THE CITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sunrise successfully collaborated with LunaLite Drone Show Technologies LLC (LunaLite) to provide a drone light show in celebration of the Florida Panthers' back-to-back Stanley Cup victories; and

WHEREAS, due to the positive feedback received, the City wishes to enter into an agreement with LunaLite to provide additional drone light shows at special events throughout the City.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. A "Professional Services Agreement" (Agreement) between the City of Sunrise, Florida and LunaLite Drone Show Technologies LLC for drone light shows is hereby approved. A copy of the Agreement is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. The Director of Leisure Services and the Assistant Procurement Manager are hereby authorized to execute the Agreement.

Section 3. The Director of Leisure Services is hereby authorized to extend the term of the Agreement, in accordance with the terms of the approved Agreement. The Director of Leisure Services shall provide the City Clerk with a copy of any such extension.

Section 4. Pursuant to Section 5-173(c)(6) of the Code of Ordinances of the City of Sunrise, Florida, the City's formal bidding procedures are hereby waived for independent contractors for leisure services programs.

Section 5. City staff are hereby authorized to perform all acts required for the full performance of the Agreement, including exercising the City's option to upgrade shows and to modify the project schedule and pricing, as set forth in the approved Agreement; however, any material amendments to the Agreement require approval of the City Commission.

Section 6. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20___ by and between:

CITY OF SUNRISE, FLORIDA ("CITY")

AND

LunaLite Drone Show Technologies, LLC ("CONTRACTOR")

IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CITY and CONTRACTOR do mutually covenant and agree as follows:

1. SCOPE OF SERVICES

1.1 CONTRACTOR shall furnish the following services:

1.1.1 CONTRACTOR shall execute a minimum of three drone light shows with a base count of 400 drones per show.

1.1.1.1 CONTRACTOR shall provide adult employees, volunteers, and program staff, (collectively "CONTRACTOR personnel") who shall conduct themselves at all times and in all matters in a courteous, competent and professional manner. CONTRACTOR shall not utilize any person identified on any Florida or National registry as a sex offender or sex predator to provide services under this Agreement. CONTRACTOR represents that the principal owners, corporate officers and Contractor personnel do not have any criminal charges, and CITY reserves the right to approve or reject, for any reason, CONTRACTOR's personnel assigned to perform services under this Agreement at any time. In addition, the CITY shall require state and national criminal record checks on all CONTRACTOR personnel providing services under this Agreement before such individual performs services under this Agreement. Proof of criminal history checks must be provided to the CITY once per year.

1.1.2 CONTRACTOR shall coordinate the shows as follows:

- Shows to be performed at mutually agreed upon dates and times within one year from the date of applicable resolution approval and contract execution and then each year after that, if renewed
- Show Themes: Themes to be confirmed 45 days prior to each show
- Show size: 400 Drones, minimum, per show
- Show duration: Approx. 20 minutes, per show

*Days, times, and/or type of show may be changed by appropriate Leisure Services Department personnel at any time for convenience and programming purposes.

1.2 The CITY shall provide for each show: an onsite launch location, effective collaboration to provide a successful show, and social media marketing efforts before and after.

1.3 CONTRACTOR has permission from the CITY to videotape or otherwise record the shows mentioned in this Agreement. CITY also reserves the right to videotape or otherwise record the shows mentioned in this Agreement.

1.4 CONTRACTOR ensures that compliance with all professional entertainment licensing and royalty regulations (i.e. AEA, SAG, AFTRA, etc.) is in place at the time of signing the Agreement.

1.5 The CITY shall include LunaLite in promotional materials that mention event sponsors/partners. Existing printed material may not be updated to include LunaLite.

1.6 CONTRACTOR shall provide necessary supervisory personnel to ensure that the show runs smoothly and that CONTRACTOR staff obey all facility rules and regulations.

1.7 Unless otherwise specified, CONTRACTOR shall not subcontract or otherwise engage subcontractors to perform the required services without prior written consent of CITY.

1.8 The Director of Leisure Services ("DIRECTOR") may require that the CONTRACTOR not be permitted to utilize personnel who have failed to follow the aforementioned rules and regulations or who fail to perform to the professional standards expected under the terms of the Agreement.

2. TERM OF AGREEMENT

2.1 This Agreement shall become effective upon execution by both parties and shall continue in effect for one full year from the date of execution, unless otherwise terminated earlier as provided in Section 10. This Agreement may be extended by written mutual Agreement of the parties for up to two additional one-year terms.

2.2 Any terms or conditions of this Agreement that require acts beyond the date of the term of this Agreement, including, but not limited to Section 7, Indemnification, shall survive the termination of this Agreement and shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

2.3 The City of Sunrise is a bona fide governmental entity of the State of Florida with the CITY'S fiscal year ending on September 30 of each calendar year. If the CITY does not appropriate sufficient funds to purchase or continue the services required under this Agreement for any of the CITY'S fiscal years subsequent to the one in which the Agreement is executed and entered into, then this Agreement shall be terminated

effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of CITY'S obligation under this Agreement were last appropriated by CITY and CITY shall not, in the sole event be obligated to make any further purchase or payments beyond said fiscal year.

3. COMPENSATION

3.1 CONTRACTOR's total compensation for services provided shall be $50,000. Any work done or services performed by CONTRACTOR after said maximum amount of fees have been incurred shall be at CONTRACTOR'S risk, and CITY shall not be responsible for payment to CONTRACTOR of any fees. If faster payment is preferred, CONTRACTOR must register for ACH payments from the CITY. There will be no advance deposits or day-of payments. Payments shall be made based on the following schedule:

Show	**Design**	**Performance**
# 1	$5,000	$20,000
# 2	$5,000	$15,000
# 3	$0	$5,000

Design submitted for payment 30 days prior to performance. **Performance** submitted for payment upon successful completion of show.

3.2 In addition to the maximum amount of fees noted in Section 3.1, CITY has the option to upgrade to 600 drones per show with an additional fee up to $60,000 in total or $20,000 per show. Such fee would be added to the performance payment noted above but must be confirmed at least 45 days prior to performance.

3.3 Payment shall be made by the CITY within forty-five (45) calendar days after receipt of and approval of the invoice by the DIRECTOR or designee, per the Florida Prompt Payment Act, Florida Statutes Section 218.70.

4. CANCELLATION

4.1 In the event of cancellation by the CITY due to acts of God beyond the CITY'S control, or civil insurrection or other emergency, the CITY will not be liable for the Agreement price or any other fees or charges. In the event of cancellation by the CITY due to inclement weather, or the declaration of a hurricane watch by the National Hurricane Center or any other event where the City cancels the show thirty (30) days or more prior to the date of the show, the CITY'S liability shall not exceed 25% of the Design price. In the event CITY cancels the show less than thirty (30) days in advance of the show date, the CITY'S liability shall not exceed the Design price. In the event CITY cancels less than 24 hours in advance of the show, the CITY shall pay CONTRACTOR 100% of the Design and Performance prices.

4.2 If CONTRACTOR cancels the show, a minimum thirty-day advance notice will be given to the CITY. Failure to do so may result in the exclusion of the CONTRACTOR from any future shows with the CITY.

4.3 In the event of cancellation by CONTRACTOR due to inclement weather such as rain or wind gusts that exceed 15 knots or 17.26 mph, lack of satellites for GPS positioning, frequency interference with the Wi-Fi or Telemetry systems, or other technical issues, CITY'S liability shall not exceed the Design price. By written agreement of both parties, the show date may be rescheduled within the term of the agreement.

5. RELATIONSHIP OF THE PARTIES

5.1 Independent Contractor: CONTRACTOR, its CONTRACTOR personnel, employees, subcontractors, and agents shall be and remain independent contractors and shall not be deemed agents or employees of CITY with respect to the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create an employer/employee relationship, a partnership association, joint venture or undertaking between the parties.

5.2 No Benefits: CONTRACTOR, its employees, adult volunteers, CONTRACTOR personnel, subcontractors, and agents shall not receive or be entitled to any benefits afforded to CITY employees.

5.3 Taxes and Other Employment Levies: CITY shall not be responsible for reporting or paying to CONTRACTOR employment taxes or other similar levies which may be required by federal or state law.

5.4 Control of Work: CONTRACTOR shall control the manner, means and procedures used in providing the services set out in this Agreement.

5.5 Duty to Use Reasonable Care for Accident Prevention: CONTRACTOR shall exercise reasonable care and precaution at all times for the protection of persons and property at the premises provided under this Agreement.

5.6 Third Party Beneficiaries: Neither party intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

6. TAXES

6.1 CONTRACTOR shall pay all applicable sales, consumer, use and other similar taxes required by law.

7. LICENSE FEES AND ROYALTIES

7.1 CONTRACTOR shall pay all license fees and royalties and assume all costs arising out of or from the use of any invention, design, process, product or device which is the subject of patents rights of copyrights held by others and used in the performance of the work which is the subject of this Agreement, except those items specifically provided by the CITY.

8. INDEMNIFICATION

8.1 To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify, defend and hold harmless the CITY, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Agreement (1) provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, and (2) are caused in whole or in part by the negligent acts, errors, or omissions of the CONTRACTOR, CONTRACTOR'S subcontractor(s), or anyone directly or indirectly employed or hired by CONTRACTOR or anyone for whose acts CONTRACTOR may be liable, REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, OR EMPLOYEES. The CITY reserves the right, but not the obligation, to participate in the defense without relieving CONTRACTOR of any obligation hereunder. CONTRACTOR agrees this indemnity obligation shall survive the completion or earlier termination of the Agreement.

9. INSURANCE

9.1 CONTRACTOR agrees to maintain, on a primary, noncontributory basis and at its sole expense, at all times during the life of this Agreement 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. Any coverage maintained by the CITY shall apply excess of, or contingent upon the absence of, insurance required or maintained by CONTRACTOR.

9.2 Commercial General Liability: CONTRACTOR agrees to maintain Commercial General Liability at a limit of liability not less than **$5,000,000** Each Occurrence, **$5,000,000** Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Separation of Insureds.

9.3 Additional Insured: The CONTRACTOR agrees to endorse the CITY as an Additional Insured on the Commercial General Liability with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 2026 07 04, or GC 20 26 04 13 Additional Insured – Designated Person or Organization endorsement. The Additional Insured shall read "City of Sunrise."

9.4 Waiver of Subrogation: CONTRACTOR agrees by entering into this Agreement 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.

9.5 Certificate(s) of Insurance: CONTRACTOR agrees to provide CITY a Certificate 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)** days' endeavor to notify due to cancellation or non-renewal of coverage. In the event the required coverage herein is cancelled, non-renewed or terminated for non-payment, the CONTRACTOR agrees to notify the CITY via email within five (5) business days of the CONTRACTOR receiving said notice. The Certificate Holder address shall read:

Original to:	Copy to:
City of Sunrise Attn: Leisure Services Director Leisure Services Department 10610 W. Oakland Park Blvd Sunrise, FL 33351 purchasing@sunrisefl.gov	City of Sunrise Attn: Risk Manager Risk Management Division 10770 W. Oakland Park Blvd Sunrise, FL 33351 riskmanagement@sunrisefl.gov

9.6 Right to Revise or Reject: CITY'S Risk Manager 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.

10. WARRANTIES

10.1 CONTRACTOR warrants to CITY that it shall comply with all applicable federal, state, and local laws, regulations and orders in carrying out its obligations under the Agreement.

10.2 CONTRACTOR warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Agreement.

11. TERMINATION

11.1 Termination for Convenience: This Agreement may be terminated by the CITY without cause upon thirty (30) days' written notice to the CONTRACTOR. In the event of such a termination without cause, the CONTRACTOR shall be compensated for no more than 50% of work completed and accepted by the CITY'S Representative as authorized herein. In such event, the CONTRACTOR shall promptly submit to the CITY its invoice for final payment under the terms of this Agreement.

11.2 Termination for Cause: This Agreement may be terminated by either party upon three (3) calendar days' written notice to the other party, should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event the CONTRACTOR abandons this Agreement or causes it to be terminated by the CITY, the CONTRACTOR shall indemnify the CITY against any loss pertaining to this termination. In the event that the CONTRACTOR is terminated by the CITY for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 10 and the provisions of Section 10 shall govern.

12. PUBLIC RECORDS

12.1 The CONTRACTOR shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the CONTRACTOR and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, the CONTRACTOR shall: (a) keep and maintain public records required by the CITY to perform the services provided hereunder; (b) upon request from the CITY'S custodian of public records, provide the CITY with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed,

except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the CITY; and (d) upon completion of the Agreement, transfer, at no cost, to the CITY all public records in the possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY'S custodian of public records, in a format that is compatible with the information technology systems of the CITY. If the CONTRACTOR fails to comply with the requirements in this Section 11, the CITY may enforce these provisions in accordance with the terms of this Agreement. If the CONTRACTOR fails to provide the public records to the CITY within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954/746-3333), E-MAIL (CITYCLERK@SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).

13. SAFETY

13.1 The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The CONTRACTOR shall comply with the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA) and their amendments.

13.2 The CONTRACTOR shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to:

(a) All CITY employees and CONTRACTOR personnel on the work site, and all other persons who may be affected thereby.

(b) The work and all materials and equipment.

13.3 Other property at the site or adjacent to the site, including trees, shrubs, lawns, walks, pavements, structures, and utilities not designated for removal, relocation or replacement in the course of the work.

14. CLEANING UP

14.1 CONTRACTOR shall be provided with activity space while utilizing CITY premises. CONTRACTOR shall keep the premises free from accumulation of waste material or rubbish caused by the provision of the services set out in Section 1.1. At the completion of each class, CONTRACTOR shall remove all waste materials and rubbish from or about the premises as well as all equipment, and materials and return the space to a condition suitable for use by CITY.

15. ADVERTISEMENTS

15.1 Requests for signs or advertisements of any kind shall be directed to the DIRECTOR, who will work with the Director of the CITY'S Community Development Department in obtaining any necessary approvals for such signs or advertisements. Posters and/or flyers advertising any programs shall be approved in advance, in writing by the DIRECTOR or his duly authorized representative.

16. CITY'S RIGHTS TO USE OF AREAS

16.1 The CITY, through its DIRECTOR, or their duly authorized designee, reserves the right to use any areas for special group activities, or other necessary activities or functions, upon the giving of reasonable notice to CONTRACTOR.

17. ASSIGNMENT

17.1 CITY recognizes that the services of the CONTRACTOR are personal in nature and therefore, the CONTRACTOR shall not assign, or transfer its rights, title or interests in the Agreement nor shall CONTRACTOR delegate any of the duties and obligations undertaken by CONTRACTOR without CITY'S prior written approval.

18. PUBLIC ENTITY CRIMES

18.1 Pursuant to Section 287.133, Florida Statutes, 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 s. 287.017 for CATEGORY TWO for a period of 36 months

following the date of being placed on the convicted vendor list. By execution of this Agreement, CONTRACTOR represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

19. DISCRIMINATORY VENDOR LIST

19.1 Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Agreement, CONTRACTOR represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

20. SCRUTINIZED COMPANY

20.1 Pursuant to Section 287.135, Florida Statutes, CONTRACTOR certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

20.2 Pursuant to Section 287.135, in the event the Agreement is for one million dollars or more, CONTRACTOR certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List created pursuant to Section 215.473, Florida Statutes; and CONTRACTOR further certifies that it is not engaged in business operations in Cuba or Syria.

20.3 Pursuant to Section 287.135, Florida Statutes, CITY may, at the option of the City Commission, terminate this Agreement if CONTRACTOR is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List; has been placed on the Scrutinized Companies with Activities in the Iran List created pursuant to Section 215.473, Florida Statutes; or has been engaged in business operations in Cuba or Syria.

21. NON-EXCLUSIVITY

21.1 This Agreement is considered a non-exclusive Agreement between the parties. The CITY shall have the right to purchase the same kind of services to be provided by CONTRACTOR from other sources during the term of this Agreement.

22. NON-DISCRIMINATION

22.1 No person, on the grounds of race, color, national origin, religion, age, sex, gender identity, sexual orientation, disability/handicap, or family or income status shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination.

23. E-VERIFY - EMPLOYMENT ELIGIBILITY

23.1 CONTRACTOR warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. CONTRACTOR has: (1) registered with and uses the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) verified that all of the CONTRACTOR's subcontractors performing the duties and obligations of this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

23.2 CONTRACTOR shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. CONTRACTOR shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement that requires a longer retention period.

23.3 CITY shall terminate this Agreement if it has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If CITY has a good faith belief that CONTRACTOR's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, CITY shall notify CONTRACTOR to terminate its contract with the subcontractor and CONTRACTOR shall immediately terminate its contract with the subcontractor.

23.4 If CITY terminates this Agreement pursuant to Subsection 22.3 above, CONTRACTOR shall be barred from being awarded a future contract by CITY for a period of one (1) year from the date on which this Agreement was terminated. In the event of such Agreement termination, CONTRACTOR shall also be liable for any additional costs incurred by CITY as a result of the termination.

24. FOREIGN GIFTS AND CONTRACTS

24.1 Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, CONTRACTOR shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of $50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements, and exceptions are found in Fla. Stat. §268.101.

CONTRACTOR represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to CITY before execution of this Agreement, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Agreement.

25. PROHIBITED TELECOMMUNICATIONS EQUIPMENT

25.1 CONTRACTOR represents and certifies that it and all its subcontractors do not use any equipment, system, or service 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 such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. CONTRACTOR represents and certifies that it and all its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of this Agreement.

26. ANTITRUST VIOLATIONS

25.1 The CONTRACTOR has a continuous duty to disclose to the City if it or any of its affiliates (as defined by Section 287.137(1)(a), Florida Statutes) are placed on the Antitrust Violator Vendor List. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, CONTRACTOR certifies that neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the City consistent with Section 287.137, Fla. Stat. as amended.

27. ENTITIES OF FOREIGN CONCERN

26.1 The provisions of this section apply only if CONTRACTOR or any Subcontractor will have access to an individual's personal identifying information under this Agreement. CONTRACTOR represents and certifies: (i) CONTRACTOR is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in CONTRACTOR; and (iii) CONTRACTOR is not organized under the laws of and does not have its principal place of business in a foreign country of concern. On or before the Effective Date, CONTRACTOR and any Subcontractor that will have access to personal identifying information shall submit to the CITY under Section 32, Notices, executed Exhibit "A" Affidavit of Compliance with Foreign Entity Laws, under penalty of perjury, to the CITY attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida

Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 3. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

28. GOVERNING LAW; VENUE

28.1 This Agreement shall be governed by the laws of the State of Florida. Should the parties be involved in legal action arising under, or connected to, this agreement, except as stated in Section 7, each party will be responsible for their own attorneys' fees and costs. The venue for any litigation will be courts having jurisdiction over Broward County, Florida. Both Parties hereby waive a jury trial and will proceed to a trial by judge, if necessary.

29. ENTIRE AGREEMENT

29.1 This Agreement contains the entire understanding of the parties relating to the subject matter superseding all prior communications between the parties whether oral or written. This Agreement may not be altered, amended, modified or otherwise changed nor may any of its terms be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

30. CUMULATIVE REMEDIES

30.1 The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of CITY now or in the future existing at law or in equity.

31. SEVERABILITY

31.1 Should any part, or term of provision of this Agreement be by the courts decided to be invalid, illegal, or in conflict with any law of this state, the validity of the remaining portions or provisions shall not be affected.

32. SECTION HEADINGS

32.1 All section headings in this Agreement are included for convenience only and are not to be construed as a part hereof or in any way as limited or expanding the terms set out in this Agreement.

33. NOTICES

33.1 All notices or other communications required by this Agreement shall be in writing and deemed delivered upon hand delivery, mailing by overnight mail or by certified mail, return receipt requested, to the following persons and addresses:

CITY:
DIRECTOR
Leisure Services Department
City of Sunrise
10610 West Oakland Park Blvd.
Sunrise, Florida 33351

With a copy to:
CITY ATTORNEY
City of Sunrise
10770 West Oakland Park Boulevard
Sunrise, FL 33351

CONTRACTOR:
LunaLite Drone Show Technologies, LLC
Adrian Allen
Chief of Staff
10762 NW 53rd St
Sunrise, FL 33351
aallen@lunalitedroneshow.com

Contractor Initials

City Initials

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: the CITY, signing by and through its duly authorized representative on the _____ Day of _____, 2025.

CITY

BY: _____
Victoria Hernandez
Assistant Procurement Manager

_____ Day of _____, 2025

BY: _____
Kevin Pickard
Director of Leisure Services

_____ Day of _____, 2025

WITNESS:

_____

CONTRACTOR:

_____
Signature

_____
Print Name Date

_____
Contractor Initials

_____
City Initials

EXHIBIT "A"

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)

5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

8. (*Only applicable if purchasing real property*) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 20___ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20 _____, by _____, as _____for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____ My commission expires:

_____

Detail by Entity Name

Florida Limited Liability Company
LUNALITE DRONE SHOW TECHNOLOGIES LLC

Filing Information

Document Number	L23000024066
FEI/EIN Number	92-1565967
Date Filed	01/11/2023
Effective Date	01/04/2023
State	FL
Status	ACTIVE

Principal Address

10762 NW 53rd Street
Sunrise, FL 33351

Changed: 05/05/2025

Mailing Address

10762 NW 53rd Street
Sunrise, FL 33351

Changed: 05/05/2025

Registered Agent Name & Address

ALLEN, ADRIAN
5330 NW 52 Street
Coconut Creek, FL 33073

Address Changed: 04/27/2024

Authorized Person(s) Detail

Name & Address

Title MGR

STEADYIMAGE MEDIA GROUP LLC
5330 nw 52nd Street
coconut creek, FL 33073

Title MGR

LORDE, ARTURO
3076 OLD STILL LANE
WESTON, FL 33331

Title CEO

Allen, Adrian Morris-O'neil
5330 NW. 52nd St
COCONUT CREEK, FL 33073

Annual Reports

Report Year	Filed Date
2024	04/27/2024
2025	05/05/2025

Document Images

05/05/2025 -- ANNUAL REPORT	View image in PDF format
04/27/2024 -- ANNUAL REPORT	View image in PDF format
01/11/2023 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: Purchasing

Item Title: Agreement

Item Number: 4I

Meeting Date: 8/12/2025

City Reference Number (C#): C25187

Item Description:

A Resolution of the City of Sunrise, Florida, approving "Standard Contract No. C25-33-07-MM between the City of Sunrise and Trident Surfacing, Inc." for Athletic Surfaces Renovation; and providing an effective date. City Manager Mark Lubelski. Kevin Pickard, Director of Leisure Services.

Funding:

001.36.48.572.504640 – Repair and Maintenance Building

Amount:

Village Multipurpose Center Gym Floor $235,170.00
Civic Center Gym A $ 25,025.00
Civic Center Gym B $ 6,860.00
Civic Center Racquetball Courts $ 2,000.00
Total $269,055.00

ATTACHMENTS:

ATY Resolution - C25187
Standard Contract and Exhibit A
Sunbiz - Trident Surfacing, Inc.

Background:

The City of Sunrise is committed to enhancing the quality of life of its residents by providing better and improved spaces, designed to engage the community to become acting participants in the City's wide range of amenities. In support of this important mission, the City requires the renovation of selected athletic surfaces and areas to ensure they are safe and accessible to all residents.

The Leisure Services Department is overseeing renovations at the Village Multipurpose Center Gymnasium and Civic Center athletic facilities. Upgrades and repairs are required in the following locations: Civic Center Gyms A and B, Civic Center Racquetball Courts and the Village Multipurpose Center Gym. After careful evaluation, Staff has identified high-performance flooring solutions from Gerflor, USA, Inc., known for their safety, versatility, and warranty coverage. Funding was budgeted as part of the FY 2024/2025 Budget in the Leisure Services Department to address replacement of the Village Multipurpose gymnasium flooring, which will be allow for enhanced ADA accessibility, and additional funding was identified to repair the other areas at this time.

Trident Surfacing Inc (Trident) is the authorized dealer, trained in the requirements for installation/repair of Gerflor solutions in the City's geographical location. Trident has successfully installed wood floors for two of the City's gymnasiums, recoated and resealed both gym floors and dance floors, and just recently installed a new Dance Studio wood floor after the floor became damaged. The City's prior experience with Trident related to materials and services was excellent on all prior projects.

Trident Surfacing Inc is the City's preferred vendor for this project and is listed as a sub-contractor on the governmental co-op Sourcewell; however, they are not listed as a lead vendor, which means that we are unable to use Sourcewell to procure these materials and services. Staff reached out to Trident and they matched the prices contained in Sourcewell Contract No. 031022-GER for Athletic Surfaces with Installation, and Related Equipment, Materials and Services dated May 27, 2022, awarded, after competitive procurement, to Gerflor USA, Inc. Additionally, Trident is based in Miami, Florida, which is favorable to improve the project delivery timelines. Based upon the recent pricing received for the Dance Studio project and prior projects, the Trident pricing from 2022 is deemed to be competitive.

Staff is requesting approval to process change orders in a not-to-exceed aggregate amount of $24,999.99 for unforeseen conditions that may arise during the installation process to ensure continuous and uninterrupted services.

Based upon the competitive pricing provided, the City's previous experience with the vendor, the high quality of the services and materials provided to the City of Sunrise on prior projects, and the

geographic desirability of the vendor, it is requested that the City Commission waive the competitive process for good cause pursuant to Section 5-173(c)(5) of the Code of the City of Sunrise, Florida and award this project to Trident Surfacing Inc.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Margarita Marra Phone: 954-572-2203

Department Head Name and Title:
Kevin Pickard, Director of Leisure Services

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING "STANDARD CONTRACT NO. C-25-33-07-MM BETWEEN THE CITY OF SUNRISE, FLORIDA AND TRIDENT SURFACING, INC." FOR ATHLETIC SURFACES RENOVATIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sunrise requires upgrades and renovations of selected athletic surfaces in the Civic Center and Village Multipurpose Center; and

WHEREAS, Trident Surfacing, Inc. is an authorized dealer and installer of Gerflor USA, Inc. flooring systems. The City has previously used Trident Surfacing, Inc. on successful flooring installations throughout the City; and

WHEREAS, Trident Surfacing, Inc. has agreed to extend the same pricing contained in Sourcewell Contract No. 031022-GER, for Athletic Surfaces with Installation, and Related Equipment, Materials and Services, awarded after competitive procurement to Gerflor USA, Inc.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. "Standard Contract No. C-25-33-07-MM between the City of Sunrise, Florida and Trident Surfacing, Inc." (Contract) for athletic surfaces renovations is hereby approved in the amount of $269,055.00. A copy of the Contract is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. Pursuant to Section 5-173(c)(5) of the Code of Ordinances of the City of Sunrise Florida, the City's formal bidding procedures are waived for good cause for the reasons set forth in this Resolution and accompanying Agenda Item Request.

Section 3. The Acting Procurement Manager or designee is hereby authorized to execute the Contract.

Section 4. The City Manager and the Director of Leisure Services are hereby authorized to approve change orders in excess of the purchase price provided the aggregate amount of the change orders does not exceed $24,999.99. The Director of Leisure Services shall provide the City Clerk with copies of any approved change orders.

Section 5. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

STANDARD CONTRACT NO. C-25-33-07-MM
BETWEEN THE CITY OF SUNRISE, FLORIDA
AND TRIDENT SURFACING, INC.

THIS CONTRACT between the City of Sunrise, a municipal corporation of the State of Florida whose address is 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351 (hereinafter referred to as "the City") and Trident Surfacing, Inc. a Florida profit corporation, (hereinafter referred to as the "Contractor"), whose address is 5399 NW, 161ST Street, Miami, FL 33014 and whose Federal Identification Number is 65-0059218, incorporates four (4) Quotations: one (1) dated 03/06/2025 and three (3) dated 01/03/2025 and Contractor's response as if fully set forth herein.

In consideration of the mutual terms and promises set forth below, the City and the Contractor agree as follows:

1. Services

The Contractor's responsibility under this Contract to furnish and provide all material and services necessary for completion of the work required on various Athletic Surfaces which include the Village Multipurpose Center, the City Center's gymnasium and racquetball courts areas all per Connor Sports Court/ Gerflor system and brand, as set forth in this Contract and per Contractor's quotations attached hereto in Exhibit "A," which is attached and made a part of this Contract.

The City's representative during the performance of this Contract shall be:
Nicolas Ortiz, Assistant Director/Leisure Services, telephone number , 954-747-4640 or designee.

All work to be performed by Contractor, must be scheduled and approved beforehand by the City's representative or designee.

The Contractor's representative/liaison during the performance of this Contract shall be:
Ronald E. Stevens, Project Manager, telephone numbers 305-520-5742 Office and 305-218-1720 Cellular.

2. Payments

The Contractor will bill the City at the completion of each job for Services rendered toward the completion of the work defined herein at the rates listed in Exhibit "A". The Contractor shall submit invoices to:

City of Sunrise
Attn: Accounts Payable Dept.
10770 West Oakland Park Blvd.
Sunrise, FL 33351

Invoices received from the Contractor pursuant to this Contract will be reviewed and approved by the City's representative, indicating that Services have been rendered in conformity with the Contract and then will be sent to the Finance and Administrative Services Department for payment. Following the City representative's approval, invoice payments will be made by the City in accordance with Florida Prompt Payment Act, Florida Statutes Section 218.70. The City shall pay Contractor for work performed in accordance with §218.70, et seq., Florida Statutes, the Local Government Prompt Payment Act, after receipt of Contractor's proper invoice. To be deemed proper, each invoice must comply with all statutory terms and all requirements specified by the City in its contract and / or purchase order. If a payment request or invoice does not meet the contract / agreement / purchase order requirements, the City will reject the payment request or invoice as specified in accordance with §218.70, et seq., Florida Statutes. The rejection will be written and will specify the deficiency and the action necessary to make the payment request or invoice proper.

Final Invoice: In order for both parties herein to close their books and records, the Contractor will clearly state "final invoice" on the Contractor's final/last billing to the City. This certifies that all Services have been properly performed and all charges and costs have been invoiced to the City. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, or which are in excess of the not to exceed amount, are waived by the Contractor.

3. Contract Period

The Contract shall be effective when it has been fully executed by both parties and shall remain in effect through the completion of the jobs and final acceptance by the City.

4. Terms Relating To Price

The cost of all services shall remain firm for the Contract during the completion of the contracted job. No cost increases shall be accepted during the Contract term.

5. Access and Audits

The Contractor shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Contractor's place of business.

6. Truth-In-Negotiation Certificate

Signature of this Contract by the Contractor shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, overhead charges, and other costs

used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged to the Contractor's most favored customer for the same or substantially similar services. The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate presentation of fees paid to outside Contractors. The City shall exercise its rights under this clause within three (3) years following final payment.

7. Insurance Requirements

7.1 Contractor agrees at its sole expense to maintain on a primary basis, non-contributory basis during the life of this 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 the Contract. Any coverage maintained by the City shall apply excess of, or contingent upon the absence of, insurance required or maintained by Contractor.

7.2 Commercial General Liability. Contractor agrees to maintain Commercial General Liability at a limit of liability not less than $1,000,000.00 Each Occurrence, $2,000,000 Annual Aggregate. Contractor agrees its coverage shall not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Separation of Insureds.

7.3 Additional Insured Endorsement. Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 20 26 07 04, or CG 20 26 04 13, Additional Insured – Designated Person or Organization endorsement; or the CG 20 10 07 04, or CG 20 10 04 13, Additional Insured – Owners, Lessees, or Contractors endorsement, including the additional endorsement of GC 20 37 07 04, or GC 20 04 13, Additional Insured – Owners, Lessees, or Contractors Completed Operations. The name of the organization endorsed as Additional Insured for all endorsements shall read "City of Sunrise".

7.4 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.

7.5 Worker's Compensation Insurance & Employers Liability. Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability in

accordance with Florida Statutes Chapter 440.

7.6 Waiver of Subrogation. Contractor agrees by entering into 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.

7.7 Certificate(s) of Insurance. Contractor agrees to provide City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when a manuscript notice endorsement is available by Contractor's insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax or email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder(s) address shall read:

Original to:

City of Sunrise
Attn: Procurement Manager
Purchasing Office
10770 West Oakland Park Blvd.
Sunrise, Florida 33351
purchasing@sunrisefl.gov
Fax (954) 578-4809

Copy to:

City of Sunrise
Attn: Risk Manager
Risk Management Division
10770 W. Oakland Park Blvd.
Sunrise, FL 33351
riskmanagement@sunrisefl.gov

7.8 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.

7.9 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 to its poor financial condition or failure to operate legally.

8. Performance and Payment Bond ☑ Not Applicable

The Contractor shall furnish a separate performance and payment bond covering 100% of the amount of award to the City within ten (10) calendar days after receipt of written Notice of Intent to Award Contract. The performance and payment bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such performance and payment bond. The performance and payment bond furnished by the Contractor shall be in a form acceptable to the City and shall be executed by a surety, or sureties, reasonably suitable to the City.

9. Termination for Governmental Non-Appropriations

The City is a bona fide governmental entity of the State of Florida with a fiscal year ending on September 30 of each calendar year. If the City does not appropriate sufficient funds to purchase the Services or quantities required under this Contract for any of the City's fiscal years subsequent to the one in which the Contract is executed and entered into, then this Contract shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of the City's obligation under this Contract were last appropriated by the City and the City shall not, in this sole event be obligated to make any further purchases beyond said fiscal year.

10. Termination for Cause

This Contract may be terminated by either party upon three (3) calendar days' written notice to the other party, should such other party fail substantially to perform in accordance with the material terms of the Contract through no fault of the party initiating the termination. In the event the Contractor abandons this Contract or causes it to be terminated by the City, the Contractor shall indemnify the City against any loss pertaining to this termination. In the event that the Contractor is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 10. and the provisions of Section 10. shall govern.

11. Termination for Convenience

This Contract may be terminated by the City without cause upon thirty (30) days' written notice to the Contractor. In the event of such a termination without cause, the Contractor shall be compensated for all Services completed and accepted by the City's representative as authorized herein, together with reimbursable expenses incurred. In such event, the Contractor shall promptly submit its invoice for final payment and reimbursement under the terms of this Contract to the City.

12. Indemnification

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City of Sunrise, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Contract (1) provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, and (2) are caused in whole or in part by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable, **REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY THE CITY OF SUNRISE, ITS OFFICERS, AGENTS, VOLUNTEERS, OR EMPLOYEES.** The City of Sunrise reserves the right, but not the obligation, to participate in the defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the completion or termination of the Contract.

13. Independent Contractor

The Contractor is an independent contractor under this Contract. Personal services provided by the Contractor shall be by employees of the Contractor who are subject to supervision by the Contractor, and who shall not be officers, employees, or agents of the City. Personnel policies, tax responsibilities, purchasing policies and other similar administrative procedures applicable to Services rendered under this Contract shall be those of the Contractor.

14. Authority to Practice

The Contractor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

15. Severability

If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

16. Governing Law/Jurisdiction/Venue

This Contract shall be construed in accordance with and governed by the law of the State of Florida. Venue for any action arising out of or relating to this Contract shall lie in Broward County, Florida. Both parties hereby agree to waive a jury trial and will proceed to a trial by judge, if necessary. Except as set forth in paragraph 9 and 11, each party will be responsible for their own attorneys' fees and costs.

17. Successors and Assigns

The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the City.

18. Subcontracting

The City reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the service in a timely fashion, the Contractor shall promptly do so, subject to acceptance of the new subcontractor by the City.

19. Conflict of Interest

The Contractor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of Services required hereunder, as provided for in Section 112.311, Florida Statutes. The Contractor further represents that no person having any such interest shall be employed for said performance.

20. Contingent Fees

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

21. Nondiscrimination

The Contractor warrants and represents that all of its employees are treated equally

during employment without regard to race, color, national origin, sex, gender identify, sexual orientation, age, disability/handicap, religion, family or income status.

22. Public Entity Crimes

Pursuant to Section 287.133, Florida Statutes, 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of this Contract, Contractor represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

23. Modifications of Work

If the City requires miscellaneous additional work, Services or materials not delineated in the Contractor's Proposal but within the general Scope of Service, the Contractor shall submit a detailed written proposal to the authorized City representative. If the proposal is approved, the Contractor shall receive authorization to proceed by receipt of a purchase order incorporating the Contractor's proposal.

The City reserves the right to make changes in the Scope of Service, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the City's notification of a contemplated change, the Contractor shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the City of any estimated change in the completion date, and (3) advise the City if the contemplated change shall affect the Contractor's ability to meet the completion dates or schedules of this Contract. The parties agree to negotiate in good faith changes in the Scope of Service that may occur.

If the City so instructs in writing, the Contractor shall suspend work on that portion of the Scope of Service affected by a contemplated change, pending the City's decision to proceed with the change. If the City elects to make the change, the City shall initiate a Contract Amendment and the Contractor shall not commence work on any such change until such written amendment is signed by the Contractor and approved and executed by the City's representative and Procurement Manager or designee.

24. Notice

All written notices required in this Contract shall be sent by hand delivery, overnight

mail, or certified mail, return receipt requested, and if sent to the City, shall be mailed

to: Procurement Manager or designee
City of Sunrise
10770 West Oakland Park Blvd.
Sunrise, FL 33351

cc: City Attorney
City of Sunrise
10770 West Oakland Park Blvd.
Sunrise, FL 33351

If sent to the Contractor, shall be mailed to:

Ron Stevens
Project Manager
Trident Surfacing, Inc.
5399 N. W. 161st Street
Miami, FL. 33014

25. No Damages for Delay

The Contractor shall not be entitled to any claim for damages including, but not limited to, loss of profits, loss of use, home office overhead expenses, equipment rental and similar costs, on account of delays in the progress of the Services from any cause whatsoever including an act or neglect of the City, adverse weather conditions, and act of God, strike, war or national disaster or emergency, unusual delay in deliveries, unusual delay in procuring permits, differing site conditions, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the City, or by other causes which the Contractor determines may justify delay. The Contractor's sole recovery and sole remedy for any such delay shall be a reasonable extension of time and a revision to the schedule as determined by the City. However, additional costs to the Contractor or delays in the Contractor's performance caused by improperly timed activities shall not be the basis for granting a time extension. If the Contractor wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the City within ten (10) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The City's representative shall determine whether or not the Contractor is entitled to a time extension for the delay. The failure of the Contractor to give such notice shall constitute a waiver of any claim under this section.

26. Public Records Law

The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the Contractor and this Contract are subject to the requirements in Section 119.0701,

Florida Statutes, the Contractor shall: (a) keep and maintain public records required by the City to perform the Services provided hereunder; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Contract and following completion of this Contract if the Contractor does not transfer the records to the City; and (d) upon completion of the Contract, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. If the Contractor fails to comply with the requirements in this Section 25, the City may enforce these provisions in accordance with the terms of this Contract. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

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, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954/746-3333), E-MAIL (CITYCLERK@SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).

27. Entirety of Contract

The City and the Contractor agree that this Contract sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto with the same formality as this Contract. Any alteration of the terms and conditions of this Contract must be contained in the Deviation Page after approval by the City Attorney and executed by the Contractor and City to be binding.

28. Discriminatory Vendor List

Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Contract, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

29. Scrutinized Companies

Pursuant to Section 287.135, Florida Statutes, Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

Pursuant to Section 287.135, Florida Statutes, in the event the Contract is for one million dollars or more, Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List created pursuant to Section 215.473, Florida Statutes; and Contractor further certifies that it is not engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Contract if Contractor is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List; has been placed on the Scrutinized Companies with Activities in the Iran List created pursuant to Section 215.473, Florida Statutes; or has been engaged in business operations in Cuba or Syria.

30. Order of Precedence

In the event the terms of this Contract conflict with the Contractor's quotations (Exhibit "A"), the conflict shall be resolved by giving the documents the following order of priority: this Contract and Contractor's quotations (Exhibit "A").

31. Compliance with Laws

Contractor and the Services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

32. Electronic Recordkeeping

Contractor certifies their services and products meet all recordkeeping requirements of the State of Florida, including but not limited to those in Chapter 119, Florida Statutes and Rule 1B-26.003(6)(g), Florida Administrative Code.

33. E-Verify – Employment Eligibility

33.1 Contractor warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. Contractor (1) has registered with and uses the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) has verified that all of the Contractor's subcontractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

33.2 Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

33.3 City shall terminate this Contract if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If City has a good faith belief that Contractor's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, City shall notify Contractor to terminate its contract with the subcontractor and Contractor shall immediately terminate its contract with the subcontractor.

33.4 If City terminates this Contract pursuant to the subsection 32.3 above, Contractor shall be barred from being awarded a future contract by City for a period of one (1) year from the date on which this Contract was terminated. In the event of such Contract termination, Contractor shall also be liable for any additional costs incurred by City as a result of the termination.

34. Foreign Gifts and Contracts

Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of $50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101.

Contractor represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to City before execution of this Contract, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Contract.

35. Prohibited Telecommunications Equipment

Contractor represents and certifies that it and all its subcontractors do not use any equipment, system, or service 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 such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Contractor represents and certifies that it and all its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of this Contract.

36. Antitrust Violations

The Contractor has a continuous duty to disclose to the City if it or any of its affiliates (as defined by Section 287.137(1)(a), Florida Statutes) are placed on the Antitrust Violator Vendor List. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Contract, Contractor certifies that neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Contract. False certification under this paragraph or being subsequently added to that list will result in termination of this Contract, at the option of the City consistent with Section 287.137, Fla. Stat. as amended.

37. Entities of Foreign Concern

The provisions of this section apply only if Contractor or any Subcontractor will have access to an individual's personal identifying information under this Agreement. Contractor represents and certifies: (i) Contractor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Contractor; and (iii) Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. On or before the Effective Date, Contractor and any Subcontractor that will have access to personal identifying information shall submit to City under Section 23, Notices, executed Exhibit ___ Affidavit of Compliance with Foreign Entity Laws, under penalty of perjury, to the City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 2. Terms used

in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SIGNATURES FOLLOW ON ATTACHED PAGE]

IN WITNESS WHEREOF, the Procurement Manager or designee, authorized to execute same by City Commission, has made and executed this Contract on behalf of the City the day and year below written and Contractor has hereunto set its hand the day and year below written.

CITY OF SUNRISE

By:_____

Print: _____

Title: Procurement Manager or designee

Date: _____

Approved as to form and legal sufficiency for the City

By:_____
Thomas P. Moss
City Attorney

CONTRACTOR

Trident Surfacing, Inc.

_____
Witness

_____
Witness

By:_____

Print Name: _____

Title:_____

Date:_____

Exhibit A

Trident Surfacing, Inc.
5399 NW 161st Street
Miami, Florida 33014-6151
Phone: (305) 620-4220
Fax: (305) 620-9311
Internet: www.tridentsurfacing.com

* Composition Floors & Decks
* Racquetball Courts
* Athletic Surfaces
* Resilient Surfaces
* Wood Floors
* Waterproofing Systems

Date: 03/06/2025

To: City of Sunrise
2240 N. W. 68th Avenue
Sunrise, FL. Florida 33313

Attn: Mr. Vernon Neeley

City of Sunrise Multipurpose Center Sourcewell ID# 18225

Re: Gym Replacement
Upon acceptance by you, we agree to furnish and install the following at the above building location:

Base Bid:

Install approximately **9,630** square feet of Connor **"Focus**" flooring system over existing vinyl sheet good flooring in Multipurpose Room **per Connor Sports Court/Gerflor Contract ID# 031022-GER**

Scope of work includes:

1. Clean existing space of any debris.
2. Install new "**Focus"** anchored resilient subfloor system.
3. Blind nail 25/32" X 2 ¼" **2nd & Better MFMA graded** maple flooring to subfloor.
4. Sand floor smooth.
5. Sweep and tac floor well.
6. Apply one coat of oil modified gym floor sealer.
7. Paint and game lines to match existing and a new city logo.
8. Apply three (3) coats of oil-modified finish.
9. Install rubber ADA ramps at all doorways.
10. New metal threshold.
11. New black vent cove base at all exposed walls.
12. Remove waste.

Sourcewell part #CSCI 102	**Install new flooring = 9,630 sf. @ $19.73/sf. =**	**$189,995.00**
Sourcewell part #CSCI 41	**Wood Floor Sand/Finish = 9,630 @ $3.50/sf.=**	**$ 24,075.00**
Sourcewell part #CSCI 42	**Painted Logo @ 1 ea. =**	**$ 1,800.00**
Sourcewell part #CSCI 43	**Painted Logo 3 additional colors 3ea. @ $400.00/ea. =**	**$ 1,200.00**
Sourcewell part #CSCI 45	**Painted Game Lines 3,735 lf. @ $1.50/lf. =**	**$ 5,600.00**
	Wood Flooring Costs=	**$222,670.00**

Out of Market Items:

Safepath ADA rubber ramps: approximately 105 LF.	**$ 10,000.00**
Generator Rental:	**$ 2,500.00**

Exclusions and Clarifications:

Existing bleachers will be removed from wall as necessary and reinstalled by Trident surfacing, Inc.
Price does not include repairs to existing floor and/o staining of new wood flooring
All work to be performed in one phase during regular working hours.
Protection and final cleaning by others.
Expected work to take 7-8 weeks
All work to be performed in one phase during regular working hours.
Protection and final cleaning by others.

Only such work as is specifically designated above is included in this proposal, which supersedes all previous proposals and agreement. Unless otherwise provided here, any units included in this proposal shall be of standard size and color.

Trident Surfacing, Inc.
5399 NW 161st Street
Miami, Florida 33014-6151
Phone: (305) 620-4220
Fax: (305) 620-9311
Internet: www.tridentsurfacing.com

* Composition Floors & Decks
* Racquetball Courts
* Athletic Surfaces
* Resilient Surfaces
* Wood Floors
* Waterproofing Systems

Date: 01/03/2025

To: City of Sunrise Civic Center
10610 West Oakland Park Boulevard
Sunrise, FL. Florida 33351

Attn: Mr. Andrew Lopez

City of Sunrise Civic Center Sourcewell ID# 18225

Re: **Gym Floor Total Sand Down**
Upon acceptance by you, we agree to furnish and install the following at the above building location:
Sand and completely refinish approximately **7,000** square feet of existing flooring system in gymnasium **per Connor Sports Court/Gerflor Contract ID# 031022-GER**

Scope of work includes:

1. Sand floor smooth.
2. Sweep and tac floor well.
3. Apply one (1) coat of water-based gym floor sealer.
4. Apply stripping per the exiting layout.
5. Apply three (3) coats of water-based finish.
6. Remove waste.

Sourcewell part #CSCI41	**Wood Floor Sand/Finish:**	**$20,650.00**
Sourcewell part #CSCI44	**Painted Lines = 2,500 lf.:**	**$4,375.00**
	Total Costs:	**$25,025.00**

Exclusions and Clarifications:
All work to be performed in one phase during regular working hours.
Protection and final cleaning by others.
New floors will follow the contour of the existing floors. Pitch to drains by others.
Electrical power by others – Minimum 480 V 3 phase 40 amps

Only such work as is specifically designated above is included in this proposal, which supersedes all previous proposals and agreement. Unless otherwise provided here, any units included in this proposal shall be of standard size and color.

Unless otherwise agreed in writing, payment in full of all sums due shall be made to Trident Surfacing, Inc. immediately upon substantial completion or delivery of the agreed services, materials and/or work covered herein. Interest at the highest lawful rate of interest per annum and collection costs, including reasonable attorney's fees, will be charged on past due accounts.

Trident Surfacing, Inc.
5399 NW 161st Street
Miami, Florida 33014-6151
Phone: (305) 620-4220
Fax: (305) 620-9311
Internet: www.tridentsurfacing.com

* Composition Floors & Decks
* Racquetball Courts
* Athletic Surfaces
* Resilient Surfaces
* Wood Floors
* Waterproofing Systems

Date: 01/03/2025

To: City of Sunrise Civic Center
10610 West Oakland Park Boulevard
Sunrise, FL. Florida 33351

Attn: Mr. Andrew Lopez

City of Sunrise Civic Center Sourcewell ID# 18225

Re: **Gymnasium screen and recoat**
Upon acceptance by you, we agree to furnish and install the following at the above building location:
Sand and completely refinish approximately **9,800** square feet of existing flooring system in gymnasium **per Connor Sports Court/Gerflor Contract ID# 031022-GER**

Scope of work includes:

1. Remove any gum.
2. Screen floor with 120grit screens.
3. Sweep, vacuum, and tac floor clean.
4. Apply two (2) coats of water-based gym floor sealer.
5. Remove waste.

Sourcewell part #CSCI40	**Wood Floor Screen/Recoat:**	**$6,860.00**
	Total Costs:	**$6,860.00**

Exclusions and Clarifications:
All work to be performed in one phase during regular working hours.
Protection and final cleaning by others.
New floors will follow the contour of the existing floors. Pitch to drains by others.
Electrical power by others – Minimum 480 V 3 phase 40 amps

Only such work as is specifically designated above is included in this proposal, which supersedes all previous proposals and agreement. Unless otherwise provided here, any units included in this proposal shall be of standard size and color.

Unless otherwise agreed in writing, payment in full of all sums due shall be made to Trident Surfacing, Inc. immediately upon substantial completion or delivery of the agreed services, materials and/or work covered herein. Interest at the highest lawful rate of interest per annum and collection costs, including reasonable attorney's fees, will be charged on past due accounts.

Trident Surfacing, Inc.
5399 NW 161st Street
Miami, Florida 33014-6151
Phone: (305) 620-4220
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Internet: www.tridentsurfacing.com

* Composition Floors & Decks
* Racquetball Courts
* Athletic Surfaces
* Resilient Surfaces
* Wood Floors
* Waterproofing Systems

Date: 01/03/2025

To: City of Sunrise Civic Center
10610 West Oakland Park Boulevard
Sunrise, FL. Florida 33351

Attn: Mr. Andrew Lopez

City of Sunrise Civic Center Sourcewell ID# 18225

Re: **Racquetball Courts screen and recoat**
Upon acceptance by you, we agree to furnish and install the following at the above building location:
Sand and completely refinish approximately **1,600** square feet of existing flooring system in gymnasium **per Connor Sports Court/Gerflor Contract ID# 031022-GER**

Scope of work includes:

1. Remove any gum.
2. Screen floor with 120grit screens.
3. Sweep, vacuum, and tac floor clean.
4. Apply two (2) coats of water-based gym floor sealer.
5. Remove waste.

Sourcewell part #CSCI40	**Wood Floor Screen/Recoat:**	**$2,000.00**
	Total Costs:	**$2,000.00**

Exclusions and Clarifications:
All work to be performed in one phase during regular working hours.
Protection and final cleaning by others.
New floors will follow the contour of the existing floors. Pitch to drains by others.
Electrical power by others – Minimum 480 V 3 phase 40 amps

Only such work as is specifically designated above is included in this proposal, which supersedes all previous proposals and agreement. Unless otherwise provided here, any units included in this proposal shall be of standard size and color.

Unless otherwise agreed in writing, payment in full of all sums due shall be made to Trident Surfacing, Inc. immediately upon substantial completion or delivery of the agreed services, materials and/or work covered herein. Interest at the highest lawful rate of interest per annum and collection costs, including reasonable attorney's fees, will be charged on past due accounts.

Detail by Entity Name

Florida Profit Corporation
TRIDENT SURFACING, INC.

Filing Information

Document Number	M96915
FEI/EIN Number	65-0059218
Date Filed	08/31/1988
State	FL
Status	ACTIVE

Principal Address

5399 NW 161ST ST
MIAMI, FL 33014

Changed: 03/05/1992

Mailing Address

5399 NW 161ST ST
MIAMI, FL 33014

Changed: 03/05/1992

Registered Agent Name & Address

DIAZ, JOSE DP
5399 NW 161 ST
MIAMI, FL 33014

Name Changed: 01/26/2012

Address Changed: 02/18/2005

Officer/Director Detail

Name & Address

Title DP

DIAZ, JOSE M
5399 NW 161 ST
MIAMI, FL 33014

Title CFO

SPENCE, THOMAS C
16101 NW 54 AVENUE
MIAMI, FL 33014

Title ST

MASSON, SCOTT
16101 NW 54 AVENUE
MIAMI, FL 33014

Annual Reports

Report Year	Filed Date
2022	03/02/2022
2023	03/06/2023
2024	03/25/2024

Document Images

03/25/2024 -- ANNUAL REPORT	View image in PDF format
03/06/2023 -- ANNUAL REPORT	View image in PDF format
03/02/2022 -- ANNUAL REPORT	View image in PDF format
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01/09/2017 -- ANNUAL REPORT	View image in PDF format
01/22/2016 -- ANNUAL REPORT	View image in PDF format
01/13/2015 -- ANNUAL REPORT	View image in PDF format
01/09/2014 -- ANNUAL REPORT	View image in PDF format
01/22/2013 -- ANNUAL REPORT	View image in PDF format
01/26/2012 -- ANNUAL REPORT	View image in PDF format
03/28/2011 -- ANNUAL REPORT	View image in PDF format
01/18/2010 -- ANNUAL REPORT	View image in PDF format
01/12/2009 -- ANNUAL REPORT	View image in PDF format
02/06/2008 -- ANNUAL REPORT	View image in PDF format
01/16/2007 -- ANNUAL REPORT	View image in PDF format
01/05/2006 -- ANNUAL REPORT	View image in PDF format
02/18/2005 -- ANNUAL REPORT	View image in PDF format
04/29/2004 -- ANNUAL REPORT	View image in PDF format
07/15/2003 -- ANNUAL REPORT	View image in PDF format
04/24/2002 -- ANNUAL REPORT	View image in PDF format
05/15/2001 -- ANNUAL REPORT	View image in PDF format
03/31/2000 -- ANNUAL REPORT	View image in PDF format
05/06/1999 -- ANNUAL REPORT	View image in PDF format
03/05/1998 -- ANNUAL REPORT	View image in PDF format
06/19/1997 -- ANNUAL REPORT	View image in PDF format
03/12/1996 -- ANNUAL REPORT	View image in PDF format

02/21/1995 -- ANNUAL REPORT View image in PDF format

AGENDA ITEM REQUEST

Originating Department: Leisure Services

Item Title: Agreement

Item Number: 4J **Meeting Date:** 8/12/2025

City Reference Number (C#): C25170

Item Description:

A Resolution of the City of Sunrise, Florida, approving Cooperative Agreement No. 25-21-05-MM between the City of Sunrise and Weatherproofing Technologies, Inc. under the terms of Omnia Partners, Public Sector, Contract No. R230404, Roofing Products, Services and Job-Order-Contracting (JOC) Services for the weatherproofing of the Sunrise Civic Center; and providing an effective date. City Manager Mark Lubelski. Kevin Pickard, Director of Leisure Services.

Funding:
001.36.48.572.503420 - Misc Contractual Services

Amount:
$119,709.70

ATTACHMENTS:

ATY Resolution - C25170
Cooperative Agreement
Exhibit A
Exhibit B
Sunbiz

Background:
The City of Sunrise Civic Center has been open for over 25 years and serves as the home of an assortment of facilities and activities including administrative offices, gymnasiums, a fitness center, aquatics complex, art gallery, theatre, and ballrooms. The sealant around all the original windows and doors has deteriorated over the years, with many seals failing to function as originally intended. This makes the facility vulnerable to water penetration and unnecessary moisture, in addition to allowing cool air to escape through doors and windows. To address these critical issues, the installation of new weatherproofing is required at all original windows and doors throughout the facility.

After a thorough investigation, staff identified a company capable of providing a commercial-grade sealant for exterior windows and doors that offers protection against air & moisture filtration as well as supply the labor needed to repair the areas, including removing and reapplying sealant as necessary.

Following a competitive procurement process, Region 4 Education Service Center (ESC) as the lead agency and in partnership with OMNIA Partners, Public Sector, awarded Contract # R230404 to Weatherproofing Technologies, Inc. (Exhibit A). The price proposal submitted by Weatherproofing Technologies, Inc. (Exhibit B) falls within the Leisure Services department's anticipated expenditure for this purchase.

It is requested that the City Commission approve the weatherproofing of the Sunrise Civic Center utilizing the identified cooperative contract. Because these purchases will be made using an existing governmental contract, it is requested to waive the City's formal bidding procedures pursuant to Section 5-173(c)(4) of the Code of the City of Sunrise, Florida.

Due to the size of the Region 4 Education Service Center Contract No. R230404 (Contract), all of the attachments to the Contract are not included in Exhibit A. The attachments to the Contract are available upon request from the City's Procurement Division.

Department Head Recommendation:
Approval

Person With Additional Information:

Name: Margarita Marra Phone: 954-572-2203

Department Head Name and Title:
Kevin Pickard, Director of Leisure Services

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING "COOPERATIVE AGREEMENT NO. 25-21-05-MM BETWEEN THE CITY OF SUNRISE AND WEATHERPROOFING TECHNOLOGIES, INC." UNDER THE TERMS OF THE REGION 4 EDUCATION SERVICE CENTER CONTRACT NO. R230404 FOR ROOFING PRODUCTS, SERVICES, AND JOB-ORDERING-CONTRACTING SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sunrise requires a qualified contractor to provide weatherproofing at original windows and doors throughout the City's Civic Center facility; and

WHEREAS, after competitive procurement, the Region 4 Education Service Center, as the procurement agent for OMNIA Partners, awarded Contract No. R230404 for Roofing Products, Services and Job-Order-Contracting Services, dated November 1, 2023, to Weatherproofing Technologies, Inc.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. "Cooperative Agreement No. 25-21-05-MM between the City of Sunrise and Weatherproofing Technologies, Inc." (Agreement) under the terms of the Region 4 Education Service Center Contract No. R230404 for Roofing Products, Services and Job-Order-Contracting Services is hereby approved. A copy of the Agreement is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. Because this purchase will be made using an existing governmental contract, the City's formal bidding procedures are hereby waived pursuant to Section 5-173(c)(4) of the Code of the City of Sunrise Florida.

Section 3. The Procurement Manager or designee is hereby authorized to execute the Agreement.

Section 4. The Procurement Manager or designee is hereby authorized to renew, amend or extend the Agreement when renewed, amended or extended by the lead agency.

Section 5. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

COOPERATIVE AGREEMENT NO. 25-21-05-MM
BETWEEN THE CITY OF SUNRISE
AND WEATHERPROOFING TECHNOLOGIES, INC

This Cooperative Agreement No. 25-21-05-MM (Agreement) is entered into between the City of Sunrise Florida, a Florida municipal corporation (City) and Weatherproofing Technologies, Inc., a Foreign Profit Corporation (Contractor) this _____ day of _____, 2025.

In consideration of the mutual terms and promises set forth below, the City and Contractor agree as follows:

1. After competitive procurement, Region 4 Education Service Center (ESC) as the principal procurement agent and in partnership with OMNIA Partners, Public Sector, (Awarding Entity) awarded Contract # R230404 (Contract) for Roofing Products, Services and Job-Order-Contracting (JOC) Services, dated November 1, 2023 to Weatherproofing Technologies, Inc. A copy of the Contract and pricing is attached hereto as Exhibit A, and copy of Contractor's quote # 5067759 is attached as Exhibit B. Upon execution of this Agreement, all references to Awarding Entity within the Contract shall mean City of Sunrise, and the terms and conditions of the Contract shall be deemed as having been implemented for use within the City of Sunrise.

2. Term. This Agreement shall be effective when it has been fully executed by both parties and shall remain in effect through completion of work and acceptance by City, of the Weatherproofing of the Civic Center & Pool Aquatic Areas. This is a one-time fixed purchase.

3. Agreement Price and Payments. The Contractor will bill the City at the completion of job for all material, services and labor provided toward the completion of the work under this Agreement in accordance with the pricing set forth in Exhibit A & Exhibit B.

Contractor shall submit invoices to:

City of Sunrise
Attn: Accounts Payable Dept.
10770 West Oakland Park Blvd.
Sunrise, FL 33351

The City shall pay Contractor for work performed in accordance with §218.70, et seq., Florida Statutes, the Local Government Prompt Payment Act, after receipt of Contractor's proper invoice. To be deemed proper, each invoice must comply with all statutory terms and all requirements specified by the City in its contract and / or purchase order. If a payment request or invoice does not meet the contract / agreement / purchase order

requirements, the City will reject the payment request or invoice as specified in accordance with §218.70, et seq., Florida Statutes. The rejection will be written and will specify the deficiency and the action necessary to make the payment request or invoice proper.

4. Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. certified mail, overnight delivery, or hand delivery to the addresses listed below and shall be effective upon mailing if sent by certified mail or overnight delivery and effective upon receipt if hand delivered. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section.

If to Contractor, to: Alejandro Taveira, Sales Representative
Weatherproofing Technologies, Inc..
3735 Green Road
Beachwood, OH 44122

If to City, to: Procurement Manager or designee
City of Sunrise
Purchasing Office
10770 West Oakland Park Boulevard
Sunrise, FL 33351

With a copy to: City Attorney
City Attorney's Office
City of Sunrise
10770 West Oakland Park Boulevard
Sunrise, FL 33351

5. If checked, the following provisions shall apply and take priority over the Contract and the Awarding Entity's bid documents. If the following provisions are marked N/A (not applicable), they shall not apply:

☑ **a**. **Termination.** This Agreement may be terminated by either party upon three (3) calendar days' written notice to the other party. The City is a bona fide governmental entity of the State of Florida with a fiscal year ending on September 30 of each calendar year. If the City does not appropriate sufficient funds to purchase the services or quantities required under this Agreement for any of the City's fiscal years subsequent to the one in which the Agreement is executed and entered into, then this Agreement shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of the City's obligation under this Agreement were last appropriated by the City and the City shall not, in this sole event be obligated to make any further purchases beyond said fiscal year.

☑ **b. Insurance Requirements**. This provision shall supersede and replace Section 22 of the Contract.

Contractor agrees at its sole expense to maintain on a primary basis, non-contributory basis during the life of this Agreement 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 the Agreement. Any coverage maintained by the City shall apply excess of, or contingent upon the absence of, insurance required or maintained by Contractor.

Commercial General Liability. Contractor agrees to maintain Commercial General Liability at a limit of liability not less than $1,000,000.00 Each Occurrence, $2,000,000 Annual Aggregate. Contractor agrees its coverage shall not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Separation of Insureds.

Additional Insured Endorsement. Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 20 26 07 04, or CG 20 26 04 13, Additional Insured – Designated Person or Organization endorsement; or the CG 20 10 07 04, or CG 20 10 04 13, Additional Insured – Owners, Lessees, or Contractors endorsement, including the additional endorsement of GC 20 37 07 04, or GC 20 04 13, Additional Insured – Owners, Lessees, or Contractors Completed Operations. The name of the organization endorsed as Additional Insured for all endorsements shall read "City of Sunrise."

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 Statutes Chapter 440.

Waiver of Subrogation. Contractor agrees by entering into this Agreement 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 of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify when a manuscript notice endorsement is available by Contractor's insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax or email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder(s) address shall read:

Original to:

City of Sunrise
Attn: Procurement Manager
Purchasing Office
10770 West Oakland Park Blvd.
Sunrise, Florida 33351
purchasing@sunrisefl.gov
Fax (954) 578-4809

Copy to:

City of Sunrise
Attn: Risk Manager
Risk Management Division
10770 W. Oakland Park Blvd.
Sunrise, FL 33351
riskmanagement@sunrisefl.gov

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 to its poor financial condition or failure to operate legally.

☑ **c. Indemnification.** This provision shall supersede and replace Section 17 of the Contract and the Awarding Entity's procurement documents.

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City of Sunrise, its officers, agents, volunteers, and employees from

and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of services under this Agreement (1) provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, and (2) are caused in whole or in part by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable**, REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY CITY OF SUNRISE, ITS OFFICERS, AGENTS, VOLUNTEERS, OR EMPLOYEES**. The City of Sunrise reserves the right, but not the obligation, to participate in the defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the expiration or earlier termination of the Agreement.

☑ **d. Independent Contractor.** The Contractor is an independent contractor under this Agreement. Services provided by the Contractor shall be by employees of the Contractor who are subject to supervision by the Contractor, and who shall not be officers, employees, or agents of the City. Personnel policies, tax responsibilities, purchasing policies and other similar administrative procedures applicable to Services rendered under this Agreement shall be those of the Contractor.

☑ **e. Assignment and Subcontracting.** The Contractor shall not assign transfer or assign the performance required by this Agreement without the prior written consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the City.

☑ **f. Public Records.** The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the Contractor and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, the Contractor shall: (a) keep and maintain public records required by the City to perform the services provided hereunder; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City; and (d) upon completion of the Agreement, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records

that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. If the Contractor fails to comply with the requirements in this Section, the City may enforce these provisions in accordance with the terms of this Agreement. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954-746-3333), E-MAIL (CITYCLERK@SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).

☑ **g. Discriminatory Vendor List**. Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Agreement, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

☑ **h. Scrutinized Companies.**

i. Pursuant to Section 287.135, Florida Statutes, Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

ii. Pursuant to Section 287.135, Florida Statutes, in the event the Contract is for one million dollars or more, Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List created pursuant to Section 215.473, Florida Statutes; and Contractor further certifies that it is not engaged in business operations in Cuba or Syria.

iii. Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Contract if Contractor is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List; has been placed on the Scrutinized Companies with Activities in the Iran List created pursuant to Section 215.473, Florida Statutes; or has been engaged in business operations in Cuba or Syria.

☑ **i. Public Entity Crimes.** Pursuant to Section 287.133, Florida Statutes, 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of this Agreement, Contractor represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

☑ **j. Compliance with Laws.** The Contractor and its services under this Agreement must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations. The Contractor agrees to provide to the City all necessary certifications required by any federal, state, and local laws, ordinances, codes, rules and regulations. The Contractor's obligations under this Section shall survive termination, cancellation or expiration of this Agreement.

☑ **k. Governing Law.** This Agreement shall be governed by the laws of the State of Florida. Should the parties be involved in legal action arising under, or connected to, this Agreement, each party will be responsible for its own attorneys' fees and costs. The venue for any litigation will be Broward County, Florida. Both Parties hereby agree to waive a jury trial, and will proceed to a trial by judge if necessary.

☑ **l. E-Verify Employment Eligibility.** Pursuant to Section 448.095, Florida Statutes.

i. Contractor warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. Contractor (1) has registered with and uses the E-Verify

System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) has verified that all of the Contractor's subcontractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

ii. Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

iii. City shall terminate this Agreement if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If City has a good faith belief that Contractor's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, City shall notify Contractor to terminate its contract with the subcontractor and Contractor shall immediately terminate its contract with the subcontractor.

iv. If City terminates this Agreement pursuant to the subsection iii above, Contractor shall be barred from being awarded a future contract by City for a period of one (1) year from the date on which this Contract was terminated. In the event of such Contract termination, Contractor shall also be liable for any additional costs incurred by City as a result of the termination.

☑ **m. Foreign Gifts and Contracts.** Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of $50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Contractor represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to City before execution of this Agreement and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Agreement.

☑ **n. Prohibited Telecommunications Equipment.** Contractor represents and certifies that it and all its subcontractors do not use any equipment, system, or service 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 such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Contractor represents and certifies

that it and all its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of this Agreement.

☑ **o. Antitrust Violations.** The Contractor has a continuous duty to disclose to the City if it or any of its affiliates (as defined by Section 287.137(1)(a), Florida Statutes) are placed on the Antitrust Violator Vendor List. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, Contractor certifies that neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the City consistent with Section 287.137, Fla. Stat. as amended.

n/a p. **Entities of Foreign Concern.** The provisions of this section apply only if Contractor or any Subcontractor will have access to an individual's personal identifying information under this Agreement. Contractor represents and certifies: (i) Contractor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Contractor; and (iii) Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. On or before the Effective Date, Contractor and any Subcontractor that will have access to personal identifying information shall submit to City under Section 23, Notices, executed Schedule __ Affidavit of Compliance with Foreign Entity Laws, under penalty of perjury, to the City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 2. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

6. Additional Provisions:

7. Priority of Documents/Order of Precedence. This Agreement, the City's Purchase Order, Exhibits A and Exhibit B shall constitute the entire Agreement of the parties. In the event of conflict among these documents, this Agreement shall prevail, followed in precedence by the City's Purchase Order, Exhibits A and Exhibit B in that order.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the City's Procurement Manager has made and executed this Agreement on behalf of the City on the day and year written below, and the Contractor, authorized to execute this Agreement and agree to the utilization of the Contract has made and executed this Agreement on the day and year written below.

CITY OF SUNRISE

By: _____
Procurement Manager or designee

Date: _____

Approved as to Form and Legal Sufficiency
for the City

By:_____
Thomas P. Moss, City Attorney

WEATHERPROOFING TECHNOLOGIES, INC.

By: _____

Print Name: _____

Print Title: _____

Date: _____

Region 4 Education Service Center (ESC)

Contract # R230404

for

ROOFING PRODUCTS, SERVICES AND JOB-ORDER-CONTRACTING (JOC) SERVICES

with

Weatherproofing Technologies Inc.

Effective: November 1,2023

The following documents comprise the executed contract between the Region 4 Education Service Center and Weatherproofing Technologies Inc effective November 1, 2023:

I. Vendor Contract and Signature Form
II. Supplier's Response to the RFP, incorporated by reference

CONTRACT

*This Contract ("**Contract**") is made as of November 1, 2023, by and between Weatherproofing Technologies Inc. ("**Contractor**") and Region 4 Education Service Center ("**Region 4 ESC**") for the purchase of Roofing Products, Services, & Job-Order-Contracting (JOC) Services ("the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number 23-04 for Roofing Products, Services, & Job-Order-Contracting (JOC) Services ("the products and services") ("RFP"), to which Contractor provided a response ("**Proposal**"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("**Public Agencies**") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

1) Term of agreement. The initial term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for an additional term of up to two (2) years or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. Notwithstanding the forgoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued under the Contract for a period of up to one year beyond the Contract term.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract
   ii. Offeror's Best and Final Offer
   iii. Offeror's proposal
   iv. RFP and any addenda

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e., bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers.

The National Cooperative Contractor Network roster lists the individual pre-qualified and In-Network contractors that are independently owned and part of this RFP response. This roster will be updated as new contractors enter the program who demonstrate competency in the stipulated criteria and that agree to the terms and conditions contained in this RFP. Contractors accepted in the Contractor Network Program will be sent to Region 4 ESC for approval prior to performing work for OMNIA Members.

Under the Contractor Network Method of Delivery, which is included in our response, the awarded In-Network contractor is the prime. All POs, invoices, payments, etc. will occur directly between the In-Network Contractor and the Participating Public Agency directly.

11) TERMINATION OF CONTRACT

a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

i. Providing material that does not meet the specifications of the Contract;
ii. Providing work or material was not awarded under the Contract;
iii. Failing to adequately perform the services set forth in the scope of work and specifications;
iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. Proposals submitted to OMNIA Members prior to expiration or termination of the contract that lead to the issuance of a purchase order will survive the term of the agreement. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract for a period of up to one year beyond the term of the Contract.

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, and freight pricing will be provided on each proposal.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a

material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name	Weatherproofing Technologies Inc.
Address	3735 Green Rd.
City/State/Zip	Beachwood, OH 44122
Telephone No.	(216) 292-5064
Email Address	JKMilliken@tremcoinc.com
Printed Name	JK Milliken
Title	President
Authorized signature	JK Milliken/ss

Accepted by Region 4 ESC:

Contract No. R230404

Initial Contract Term 11/1/2023 to 10/31/2026

Carmen T Moreno
Region 4 ESC Authorized Board Member

10/24/2023
Date

Carmen T. Moreno
Print Name

LaVerie Wise
Region 4 ESC Authorized Board Member

10/24/2023
Date

LaVerie Wise
Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

☒ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
APPENDIX A Page 44 Exhibit A PDF Page 60	Adding Authorized Distributors/Dealers	The National Cooperative Contractor Network roster lists the individual pre-qualified and In-Network contractors that are independently owned and part of this RFP response. This roster will be updated as new contractors enter the program who demonstrate competency in the stipulated criteria and that agree to the terms and conditions contained in this RFP. Contractors accepted in the Contractor Network Program will be sent to Region 4 ESC for approval prior to performing work for OMNIA Members. Under the Contractor Network Method of Delivery, which is included in our response, the awarded In-Network contractor is the prime. With this being said, all POs, invoices, payments, etc. will occur directly between the In-Network Contractor and the Participating Agency directly.	Accepted
APPENDIX A Page 43, 46	Term of agreement Survival Clause	Proposals submitted to OMNIA Members prior to expiration of termination of the contract that leads to the issuance of a purchase order will survive the term of the agreement.	Accepted

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
APPENDIX D Exhibit A PDF Page 60	1.1 Requirements	The RFP language states: All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually Under WTI's Contractor Network Method of Delivery, all transactions, purchase orders, invoices, payments etc., will occur directly between the In-Network Contractor and each Participating Public Agency individually.	Accepted
APPENDIX D Exhibit A PDF Page 62, 68	1.2 Marketing, Sales and Administrative Support 3.3 Marketing and Sales	The RFP language states: Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. While many public agencies value our OMNIA contracts there are many factors that go into securing a sale including how a public agency would like to procure our solutions, agency-specific contract preferences, agency procurement policy, and administrative and legislative procurement policy. WTI will aggressively promote this contract with the intent of producing sales under this contract; however, due to the speculative and unique nature of the services we provide, we do not have the ability to guarantee sales.	OMNIA Partners
APPENDIX D Exhibit A PDF Page 63, 64	1.5 Objectives of Cooperative Program 2.1 Corporate Commitment 2.3 Sales Commitment	The RFP language states: Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide Tremco corporate is committed to aggressively marketing the OMNIA contract to the public sector based on public agency contract preference and agency procurement policies, and administrative and legislative procurement policies.	OMNIA Partners
APPENDIX D Exhibit A PDF Page 64, 67	2.2 Pricing Commitment 3.3 Marketing and Sales	WTI will provide pricing which is comparable to other valued public sector customers or what is referred to in the marketplace as market competitive pricing. Given the many variances and unique conditions presented on each project, a lowest pricing or best government pricing is not reasonably achievable and we believe is more suited to commodity purchases that are very different from the unique solutions we provide given the many variances and site-specific conditions presented on each project. WTI is committed to offering and providing the best value at the best site-specific pricing available to every OMNIA Member.	OMNIA Partners
APPENDIX D Exhibit A PDF Page 69	3.3 Marketing and Sales	The RFP language states: The following options are available when responding to a solicitation for Products covered under the Master Agreement. There are many factors that go into how a public agency would like to procure our solutions which include traditional bidding of products and services. WTI will, if electing to respond to such solicitations, respond as we do in our normal course of our traditional business outside of our OMNIA contracts.	OMNIA Partners
APPENDIX A Page 46	Delivery	All deliveries shall be freight prepaid and freight pricing will be provided on each proposal.	Accepted

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
EXHIBIT F Page 90	Buy American Requirement	Tremco has maintained its headquarters in the greater Cleveland area since 1928. The vast majority of our roofing products are manufactured in our Cleveland-based roofing plant, although some products are manufactured at our Canadian plant or purchased for resale. We believe we are in an excellent position to fulfill the requirements of Buy American, however, note that deviations may be necessary depending upon the scope and product or system requirements of a particular project or OMNIA Member request.	Supplier will confirm on a case by case basis as required by Participating Public Agency.
Solicitation 23-04	Participating Agencies/ Members referenced throughout Solicitation 23-04	We request Region 4 ESC include other entities contracted to conduct business on behalf of a Participating Agency/Member, provided they follow the Participating Agency/Member's state and local procurement regulations and have authorization by the Participating Public Agency to utilize Region 4 ESC's Roofing Products, Services and Job-Order Contracting Services contract on behalf of Participating Public Agency. The reason we are requesting the inclusion of "other entities" as some public agencies prefer to contract out, or outsource, the oversight of their facilities and/or roofing and building envelope-related projects to third parties such as energy service companies (ESCOs), solar integrators, general contractors, and property-management companies. Adding the ability of these contracted parties to utilize the contract on a Participating Public Agency's behalf will result in the Participating Public Agency still obtaining the benefits of procuring roofing and building envelope solutions, and all value add under this contract.	Accepted
EXHIBT B Page 74	Terms & Conditions	The RFP language states: All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below, along with an electronic copy to the email addresses listed below. WTI proposes that digital means of communication be accepted except for legal notices.	OMNIA Partners
RFP Page 42	Proposed Pricing Coefficient (s)	The RFP language states: Please provide Coefficients for products and services not listed in the provided line items for states that you are proposing to do work in. WTI has provided coefficients with the RS Means Construction Cost Index Catalog for all product and service offerings in all markets.	Accepted
APPENDIX D EHIBIT A Page 68	3.3 Marketing and Sales	The RFP language states: Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each. WTI is unable to provide the list of top ten public agency customers as this information is privileged and confidential and we do not have permission from our customers to divulge it.	OMNIA Partners
RFP Page 40	Pricing tab	The line item descriptor was incorrect on Line Item 50 under Roof Services. It states: Special Rental Equipment (Priced based on 9.11.2 above) We corrected the verbiage to point to the right line item referenced: Special Rental Equipment (Based on RS Means line 48d)	Accepted

DocuSign Envelope ID: FEABDA8D-E34D-4846-8488-C12228ED6400

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Request for Vendor Contract Update

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from Region 4/OMNIA Partners, Public Sector when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4. Region 4 reserves the right to accept or reject any request.

Weatherproofing Technologies, Inc. hereby provides notice of the following update to
(Vendor Name)

Contract number: R180903, R200108, R220904 & R230404 for Roofing, Job Order Contracting, and Exterior Services
Contract Title
on this date, November 06, 2023

Instructions: Vendors must check all that may apply and shall provide supporting documentation. Place your initials next to each item to confirm that documents are indeed included. Request received without supporting documentation will be returned. Be sure to sign prior to submitting your update for approval. **This form is not intended for use if there is a material change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc. Please contact a member of the OMNIA Partners Contracting Team to request a *"Notice of Material Change to Vendor Contract"* form.**

☒ **Authorized Distributors/ Dealers** X Addition –

X – Supporting Documentation

☐ **Price Update**

___ Supporting Documentation

☐ **Products/Services**

☐ **Discontinued Products/Services**

☐ **States/Territories**

☐ **Other**

Notes: Vendor may include other notes regarding the contract update here: (attach another page if necessary).

Attached please find the list of contractors we are requesting be added to The National Cooperative Contractor roster.

Submitted By: Jane Krivos

Title: Director, Cooperative Programs

Contact Number: 216-496-3096

Email Address: jkrivos@tremcoinc.com

☐ Approved Date 11/9/2023 | 8:28 AM CST

☐ Denied Date

Region 4 ESC: DocuSigned by: Robert Zingelmann 0B1D33BB0130490...

Robert Zingelmann

DocuSign Envelope ID: E145CA60-2632-4DD7-9EB9-8E37976D2294

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Request for Vendor Contract Update

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Weatherproofing Technologies, Inc. hereby provides notice of the following update to
(Vendor Name)

Contract number: R180903, R200108, R220904 & R230404 for Roofing, Job Order Contracting, and Exterior Services
Contract Title
on this date, December 15, 2023

Instructions: Vendors must check all that may apply and shall provide supporting documentation. Place your initials next to each item to confirm that documents are indeed included. Request received without supporting documentation will be returned. Be sure to sign prior to submitting your update for approval. **This form is not intended for use if there is a material change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc. Please contact a member of the OMNIA Partners Contracting Team to request a *"Notice of Material Change to Vendor Contract"* form.**

☒ **Authorized Distributors/ Dealers** X Addition –

X Supporting Documentation

☐ **Products/Services**

☐ **States/Territories**

☐ **Price Update**

___ Supporting Documentation

☐ **Discontinued Products/Services**

☐ **Other**

Notes: Vendor may include other notes regarding the contract update here: (attach another page if necessary).

Attached please find the list of contractors we are requesting be added to The National Cooperative Contractor roster.

Submitted By: Jane Krivos

Title: Director, Cooperative Programs

Contact Number: 216-496-3096

Email Address: jkrivos@tremcoinc.com

☐ Approved Date 1/2/2024 | 7:39 AM CST

☐ Denied Date

Region 4 ESC: DocuSigned by: Jorgannie Carter 30EE15BFEF1C4C6...

DocuSign Envelope ID: 6C90E722-872A-44B5-B979-1F4A02F3887D

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Request for Vendor Contract Update

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from Region 4/OMNIA Partners, Public Sector when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4. Region 4 reserves the right to accept or reject any request.

Weatherproofing Technologies, Inc. hereby provides notice of the following update to
(Vendor Name)

Contract number: R200108, R220904 & R230404 for Roofing, Job Order Contracting, and Exterior Services
Contract Title
on this date, May 20, 2024

Instructions: Vendors must check all that may apply and shall provide supporting documentation. Place your initials next to each item to confirm that documents are indeed included. Request received without supporting documentation will be returned. Be sure to sign prior to submitting your update for approval. **This form is not intended for use if there is a material change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc. Please contact a member of the OMNIA Partners Contracting Team to request a "*Notice of Material Change to Vendor Contract*" form.**

☒ **Authorized Distributors/ Dealers** X Addition –

X – Supporting Documentation

☐ **Price Update**

___ Supporting Documentation

☐ **Products/Services**

☐ **Discontinued Products/Services**

☐ **States/Territories**

☐ **Other**

Notes: Vendor may include other notes regarding the contract update here: (attach another page if necessary).

Attached please find the list of contractors we are requesting be added to The National Cooperative Contractor roster.

Submitted By: Jane Krivos

Title: Director, Cooperative Programs

Contact Number: 216-496-3096

Email Address: jkrivos@tremcoinc.com

☐ Approved Date 5/21/2024 | 10:03 PM CDT

☐ Denied Date

Region 4 ESC: DocuSigned by: A6A0F62707BB46B...

Adam Tabor

DS

Docusign Envelope ID: A0EFEC56-0B61-4EF4-90D2-8E6029C7A183

Request for Vendor Contract Update

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from Region 4/OMNIA Partners, Public Sector when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4. Region 4 reserves the right to accept or reject any request.

Weatherproofing Technologies, Inc. hereby provides notice of the following update to
(Vendor Name)

Contract number: R200108, R220904 & R230404 for Roofing, Job Order Contracting, and Exterior Services
Contract Title
on this date, July 15, 2024

Instructions: Vendors must check all that may apply and shall provide supporting documentation. Place your initials next to each item to confirm that documents are indeed included. Request received without supporting documentation will be returned. Be sure to sign prior to submitting your update for approval. **This form is not intended for use if there is a material change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc. Please contact a member of the OMNIA Partners Contracting Team to request a "*Notice of Material Change to Vendor Contract*" form.**

☒ **Authorized Distributors/ Dealers** X Addition –

X – Supporting Documentation

☐ **Products/Services**

☐ **States/Territories**

☐ **Price Update**
___ Supporting Documentation

☐ **Discontinued Products/Services**

☐ **Other**

Notes: Vendor may include other notes regarding the contract update here: (attach another page if necessary).

Attached please find the list of contractors we are requesting be added to The National Cooperative Contractor roster.

Submitted By: Jane Krivos

Title: Director, Cooperative Programs

Contact Number: 216-496-3096

Email Address: jkrivos@tremcoinc.com

☐ Approved Date 7/19/2024 | 2:42 PM CDT

☐ Denied Date

Region 4 ESC: DocuSigned by: A5A9F62707BB46B...

Docusign Envelope ID: 839DC243-1BD1-4189-B848-D555C601F2C4

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Request for Vendor Contract Update

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from Region 4/OMNIA Partners, Public Sector when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4. Region 4 reserves the right to accept or reject any request.

Weatherproofing Technologies, Inc. hereby provides notice of the following update to
(Vendor Name)

Contract number: R241608, R220904 & R230404 for Roofing, Job Order Contracting, and Exterior Services
Contract Title
on this date, April 7, 2025

Instructions: Vendors must check all that may apply and shall provide supporting documentation. Place your initials next to each item to confirm that documents are indeed included. Request received without supporting documentation will be returned. Be sure to sign prior to submitting your update for approval. **This form is not intended for use if there is a material change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc. Please contact a member of the OMNIA Partners Contracting Team to request a "*Notice of Material Change to Vendor Contract*" form.**

☒ **Authorized Distributors/ Dealers** X Addition –

X Supporting Documentation

☐ **Products/Services**

☐ **States/Territories**

☐ **Price Update**
___ Supporting Documentation

☐ **Discontinued Products/Services**

☐ **Other**

Notes: Vendor may include other notes regarding the contract update here: (attach another page if necessary).
Attached please find the list of contractors we are requesting be added to The National Cooperative Contractor roster.

Submitted By: Jane Krivos

Title: Director, Cooperative Programs

Contact Number: 216-496-3096

Email Address: jkrivos@tremcoinc.com

☐ Approved Date 4/7/2025 | 2:13 PM CDT

☐ Denied Date

Region 4 ESC: Signed by: Adam Tabor A5A9F62707BB46B... DS CW

Adam Tabor Director, Procurement

Docusign Envelope ID: 01A869A8-EF6A-4F3F-BC2B-9E57BA7B0288

Request for Vendor Contract Update

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from Region 4/OMNIA Partners, Public Sector when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4. Region 4 reserves the right to accept or reject any request.

Weatherproofing Technologies, Inc. hereby provides notice of the following update to
(Vendor Name)

Contract number: R241608, R220904 & R230404 for Roofing, Job Order Contracting, and Exterior Services
Contract Title

on this date, **05.27.2025**

Instructions: Vendors must check all that may apply and shall provide supporting documentation. Place your initials next to each item to confirm that documents are indeed included. Request received without supporting documentation will be returned. Be sure to sign prior to submitting your update for approval. **This form is not intended for use if there is a material change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc. Please contact a member of the OMNIA Partners Contracting Team to request a *"Notice of Material Change to Vendor Contract"* form.**

☐ **Authorized Distributors/ Dealers** X Addition –

X Supporting Documentation

☐ **Products/Services**

☐ **States/Territories**

☐ **Price Update**

___ Supporting Documentation

☐ **Discontinued Products/Services**

☐ **Other**

Notes: Vendor may include other notes regarding the contract update here: (attach another page if necessary).

Attached please find the list of contractors we are requesting be added to The National Cooperative Contractor roster.

Submitted By: Jane Krivos

Title: Director, Cooperative Programs

Contact Number: 216-496-3096

Email Address: jkrivos@tremcoinc.com

☐ Approved Date 5/28/2025 | 1:39 PM CDT

☐ Denied Date

Region 4 ESC: Signed by: Adam Tabor A5A9F62707BB46B... Adam Tabor

Dept. Director, Procurement

DS CW

Docusign Envelope ID: D1B5B3C0-492D-444A-8BA2-E5A2E48A4590

region4®

Request for Vendor Contract Update

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from Region 4/OMNIA Partners, Public Sector when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4. Region 4 reserves the right to accept or reject any request.

Weatherproofing Technologies, Inc. hereby provides notice of the following update to
(Vendor Name)

Contract number: R241608, R220904 & R230404 for Roofing, Job Order Contracting, and Exterior Services
Contract Title
on this date, **June 23, 2025**

Instructions: Vendors must check all that may apply and shall provide supporting documentation. Place your initials next to each item to confirm that documents are indeed included. Request received without supporting documentation will be returned. Be sure to sign prior to submitting your update for approval. **This form is not intended for use if there is a material change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc. Please contact a member of the OMNIA Partners Contracting Team to request a *"Notice of Material Change to Vendor Contract"* form.**

☒ **Authorized Distributors/ Dealers** X Addition and Removal

X Supporting Documentation

☐ **Products/Services**

☐ **States/Territories**

☐ **Price Update**

___ Supporting Documentation

☐ **Discontinued Products/Services**

☐ **Other**

Notes: Vendor may include other notes regarding the contract update here: (attach another page if necessary).

Attached please find the list of contractors we are requesting be added to The National Cooperative Contractor roster.

Submitted By: Jane Krivos

Title: Director, Cooperative Programs

Contact Number: 216-496-3096

Email Address: jkrivos@tremcoinc.com

☐ Approved Date 6/24/2025 | 10:05 AM CDT

☐ Denied Date

Region 4 ESC: Signed by: Adam Tabor A5A9F02707BB46B... DS CW

Adam Tabor Dept. Director, Procurel

OMNIA PARTNERS

EXHIBIT B

TREMCO ROOFING & BUILDING MAINTENANCE

WEATHERPROOFING TECHNOLOGIES, INC.
CPN CONTRACT # R230404-321119

wti

Effective Date: 11/01/2023

Name	**CITY OF SUNRISE**
Description	**AQUATIC CIVIC CENTER POOL AREA NEW ADDITION SEALANT REPAIRS**
Quote #	**5067759**
Date	**6/11/2025**

This price is valid for 60 days. After that time, project conditions are subject to reassessment.

Line Item #	Description	Unit of Measure	Unit Price	Quantity	Project Amount
VA217	General Laborer **(Set-Up)**	Hour	$ 158.08	25	$ 3,952.00
VA208	Building/Construction Manager	Hour	$ 210.01	26	$ 5,460.26
48d	Multiplier/factor to be applied to the R.S. Means costs.	%	93%	$ 118,086.57	$ 109,820.51
FREIGHT PREPAID & ADD:					**N/A**
				SUBTOTAL	$ 119,232.77
57b	Performance and payment bond - bonding rate (percent of project)	%	0.40%	$ 119,232.77	$ 476.93
				TOTAL PROJECT COST	**$ 119,709.70**
	*The pricing contained in this proposal is based in part on site-specific conditions and unique circumstances presented on each individual project as per Contract #R230404.				

Cost Estimate Report

Date: 05/23/2025

5067759 City of Sunrise Pool Aquatic Civic

Year 2025 Quarter 2

Unit Detail Report

Prepared By: Carroll Chadwick WTI

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01	**General Requirements**				
015423702200	Scaffolding, steel tubular, regular, frame, rent/mo, 6'-4" high x 5' wide	6.00	Ea.	$19.76	$118.56
015423702500	Scaffolding, steel tubular, regular, accessory, cross brace, rent/mo	6.00	Ea.	$4.56	$27.36
015423702550	Scaffolding, steel tubular, regular, accessory, guardrail post, rent/mo	4.00	Ea.	$4.35	$17.40
015423702600	Scaffolding, steel tubular, regular, accessory, guardrail section, rent/mo, 7' long	3.00	Ea.	$12.15	$36.45
015423702750	Scaffolding, steel tubular, regular, accessory, caster, rent/mo, 8" diam	4.00	Ea.	$9.59	$38.36
015423702800	Scaffolding, steel tubular, regular, accessory, outrigger for rolling tower, rent/mo	4.00	Ea.	$13.83	$55.32
015423702850	Scaffolding, steel tubular, regular, accessory, plank, rent/mo, 2" x 10" x 16' long	2.50	Ea.	$25.55	$63.88
015433400070	Rent aerial lift, articulating boom, to 45' high, 500 lb. capacity, diesel, Incl. Hourly Oper. Cost.	1.50	Month	$2,527.23	$3,790.85
015433400070	Rent aerial lift, articulating boom, to 45' high, 500 lb. capacity, diesel, Incl. Hourly Oper. Cost.	1.50	Month	$2,527.07	$3,790.61
015433406410	Rent toilet portable chemical, Incl. Hourly Oper. Cost.	1.50	Month	$964.13	$1,446.20
019313070110	Moisture-thermal control facilities maintenance, caulking around exterior doors and windows, silicone	3,790.00	L.F.	$4.89	$18,533.10
019313070110	Cleaning up, clean up after job completion, allow, max	1.00	Job	$0.05	$185.33
019313070110	Labor availability, shortage, add, modifications to total project cost summaries	1.00	Project	$0.49	$1,853.31
019313070110	Economic conditions, unfavorable, add, modifications to total project cost summaries	1.00	Project	$0.24	$926.66
019313070110	Cost adjustment factors, cut & patch to match existing construction, add to construction costs for particular job requirements, maximum	1.00	Costs	$0.41	$1,564.89
Division 01	**General Requirements Subtotal**				**$32,448.28**

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 07	**Thermal and Moisture Protection**				
070505100020	Selective demolition, thermal and moisture protection, caulking/sealant, to 1" x 1" joint	5,440.00	L.F.	$9.16	$49,830.40
070505100020	Cleaning up, clean up after job completion, allow, max	1.00	Job	$0.09	$498.30
070505100020	Labor availability, shortage, add, modifications to total project cost summaries	1.00	Project	$0.92	$4,983.04
070505100020	Economic conditions, unfavorable, add, modifications to total project cost summaries	1.00	Project	$0.46	$2,491.52
070505100020	Cost adjustment factors, cut & patch to match existing construction, add to construction costs for particular job requirements, maximum	1.00	Costs	$0.82	$4,484.74
079123100052	Pre-formed joint seals, backer rod, polyethylene, 1/2" dia	1,650.00	L.F.	$3.09	$5,098.50
079123100052	Cleaning up, clean up after job completion, allow, max	1.00	Job	$0.03	$50.98
079123100052	Labor availability, shortage, add, modifications to total project cost summaries	1.00	Project	$0.31	$509.85
079123100052	Economic conditions, unfavorable, add, modifications to total project cost summaries	1.00	Project	$0.15	$254.92
079123100052	Cost adjustment factors, cut & patch to match existing construction, add to construction costs for particular job requirements, maximum	1.00	Costs	$0.27	$439.72
079213203900	Joint sealants, caulking and sealants, polyurethane, bulk, in place, 1 or 2 component, 1" x 1/2"	1,650.00	L.F.	$8.32	$13,728.00
079213203900	Cleaning up, clean up after job completion, allow, max	1.00	Job	$0.08	$137.28
079213203900	Labor availability, shortage, add, modifications to total project cost summaries	1.00	Project	$0.83	$1,372.80
079213203900	Economic conditions, unfavorable, add, modifications to total project cost summaries	1.00	Project	$0.42	$686.40
079213203900	Cost adjustment factors, cut & patch to match existing construction, add to construction costs for particular job requirements, maximum	1.00	Costs	$0.65	$1,071.84
Division 07	**Thermal and Moisture Protection Subtotal**				**$85,638.29**

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Subtotal					**$118,086.57**
General Contractor's Markup on Subs				**0.00%**	**$0.00**
Subtotal					**$118,086.57**
General Conditions				**0.00%**	**$0.00**
Subtotal					**$118,086.57**
General Contractor's Overhead and Profit				**0.00%**	**$0.00**
Grand Total					**$118,086.57**

Detail by FEI/EIN Number

Foreign Profit Corporation
WEATHERPROOFING TECHNOLOGIES, INC.

Filing Information

Document Number	836037
FEI/EIN Number	34-0930570
Date Filed	03/26/1976
State	DE
Status	ACTIVE
Last Event	CORPORATE MERGER
Event Date Filed	06/30/2022
Event Effective Date	NONE

Principal Address

3735 Green Road
Beachwood, OH 44122

Changed: 04/23/2025

Mailing Address

3735 Green Road
Beachwood, OH 44122

Changed: 04/23/2025

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 08/08/1997

Address Changed: 08/08/1997

Officer/Director Detail

Name & Address

Title DIRECTOR, SECRETARY

CRANDALL, TRACY D.
3735 Green Road
Beachwood, OH 44122

Title CFO, TREASURER, VICE PRESIDENT

KRATZERT, ADAM L.
3735 Green Road
Beachwood, OH 44122

Title DIRECTOR, President

HOOGENBOOM, PAUL GEORGE P.
3735 Green Road
Beachwood, OH 44122

Annual Reports

Report Year	Filed Date
2024	04/23/2024
2025	02/04/2025
2025	04/23/2025

Document Images

04/23/2025 -- AMENDED ANNUAL REPORT	View image in PDF format
02/04/2025 -- ANNUAL REPORT	View image in PDF format
11/19/2024 -- AMENDED ANNUAL REPORT	View image in PDF format
04/23/2024 -- ANNUAL REPORT	View image in PDF format
04/26/2023 -- ANNUAL REPORT	View image in PDF format
10/21/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
06/30/2022 -- Merger	View image in PDF format
04/21/2022 -- ANNUAL REPORT	View image in PDF format
05/01/2021 -- ANNUAL REPORT	View image in PDF format
01/29/2020 -- ANNUAL REPORT	View image in PDF format
02/08/2019 -- ANNUAL REPORT	View image in PDF format
01/16/2018 -- ANNUAL REPORT	View image in PDF format
02/09/2017 -- ANNUAL REPORT	View image in PDF format
03/08/2016 -- ANNUAL REPORT	View image in PDF format
02/26/2015 -- ANNUAL REPORT	View image in PDF format
04/07/2014 -- ANNUAL REPORT	View image in PDF format
04/19/2013 -- ANNUAL REPORT	View image in PDF format
04/23/2012 -- ANNUAL REPORT	View image in PDF format
04/18/2011 -- ANNUAL REPORT	View image in PDF format
04/23/2010 -- ANNUAL REPORT	View image in PDF format
04/24/2009 -- ANNUAL REPORT	View image in PDF format
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01/21/2003 -- ANNUAL REPORT	View image in PDF format
02/05/2002 -- ANNUAL REPORT	View image in PDF format
05/04/2001 -- ANNUAL REPORT	View image in PDF format
01/20/2000 -- ANNUAL REPORT	View image in PDF format
04/22/1999 -- ANNUAL REPORT	View image in PDF format
05/06/1998 -- ANNUAL REPORT	View image in PDF format
03/25/1998 -- Name Change	View image in PDF format
08/08/1997 -- REG. AGENT CHANGE	View image in PDF format
08/04/1997 -- ANNUAL REPORT	View image in PDF format
04/30/1996 -- ANNUAL REPORT	View image in PDF format
04/28/1995 -- ANNUAL REPORT	View image in PDF format

AGENDA ITEM REQUEST

Originating Department: Purchasing

Item Title: Agreement

Item Number: 4K **Meeting Date:** 8/12/2025

City Reference Number (C#): C25104

Item Description:

A Resolution of the City of Sunrise, Florida, awarding RFP No. 24-04-02-CM and "Standard Contract No. 24-04-02-CM between the City of Sunrise, Florida and Canseco Electrical Contractors, Inc." for Fire Alarm Panels Replacement and Systems Upgrade for Fire Stations services; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

Funding:

001.43.21.519.504640 - Repair and Maintenance

Amount:

$399,998.00 (FY 2024/2025)
Subsequent years' expenditures subject to budget approval.

ATTACHMENTS:

ATY Resolution - C25104
Standard Contract with Exhibits
Evaluation and Ranking
Sunbiz - Canseco Electrical Contractors, Inc.

Background:

The City of Sunrise solicited proposals from qualified and licensed contractors to provide Fire Alarm Panel Replacement and Systems Upgrade services for Fire Stations Nos. 39, 59, and 83. Fire Station 39 and Fire Station 83 were both built in 1998, while Fire Station 59 was built in the year 2002. The fire alarm control panels and equipment at these locations are in critical need of replacement and upgrades for compliance with life and safety codes.

The City seeks to replace and upgrade the Fire Stations' fire alarm panels and systems with upgraded peripheral equipment in accordance with the latest edition of NFPA 72 National Fire Alarm and Signaling Code (2022), NFPA 70 National Electric Code NEC (2023), NFPA 101, Life Safety Code (2021), Florida Building Code (2023) and other applicable local codes. Work for this project includes, but is not limited to, design, permitting, installation, testing, commissioning and startup and maintenance services. The fire alarm panels, and peripheral equipment must be installed inside each Fire Station and upon completion, operate independently in accordance with the specifications and all applicable codes.

On October 22, 2024, the City issued Request for Proposal (RFP) No. 24-04-02-CM for this service. A mandatory pre-proposal meeting with site visits was conducted on October 30, 2024, with five (5) prospective proposers in attendance. A second visit to the sites was requested by the prospective contractors, which occurred on November 14, 2024. All proposals were due on December 9, 2024 and four (4) submittals were received. The submittal from AB Fire Alarms LLC was disqualified as the proposer did not attend the mandatory pre-proposal meeting which allowed access to restricted areas. The Selection Committee evaluated the responsive and responsible proposals and ranked the firms according to the criteria outlined within the RFP. Staff then held two meetings with the highest ranked firm, Canseco Electrical Contractors, Inc. (Canseco), and negotiated the total proposed fee.

The negotiations with Canseco Electrical Contractors, Inc. (Canseco) resulted in a reduction of the costs related to labor, material, and the three-year maintenance after installation at each location. The Contractor reached out to their firm's suppliers for discounts and received adjusted market pricing which contributed to the reduction in total cost. The final negotiated total cost for the upgrade of the three Fire Stations is $399,998.00 (a reduction of 43.34% off the Contractor's initial proposed total price). The construction cost breakdown is as follows:

- Fire Station No. 39: $135,900.00
- Fire Station No. 59: $131,548.00
- Fire Station No. 83: $132,550.00

Staff determined Canseco's pricing to be fair, reasonable, and competitive with industry rates associated with larger scaled electrical companies, and of the caliber of expertise sought by the City for this project. Consequently, staff recommends awarding the contract to the highest ranked firm, Canseco Electrical Contractors, Inc. All references for Canseco's performance were

favorable on projects of similar type and scale with other entities and government entities such as Miami Dade Fire Rescue and United States Department of Veteran's Affairs (Miami).

The City did not receive proposals from any Sunrise vendor that could provide these services.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Cheryl McCalla, CPPB, Procurement Specialist

Phone: 954-572-2204

Department Head Name and Title:
Rodrigo de Castro, P.E., Director of Utilities

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. ___

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, AWARDING RFP NO. 24-04-02-CM AND "STANDARD CONTRACT NO. C-24-04-02-CM BETWEEN THE CITY OF SUNRISE, FLORIDA AND CANSECO ELECTRICAL CONTRACTORS, INC." FOR FIRE ALARM PANELS REPLACEMENT AND SYSTEMS UPGRADE SERVICES; AND PROVIDING AN EFFECTIVE DATE.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. The award of RFP No. 24-04-02-CM for Fire Alarm Panels Replacement and Systems Upgrade Services to Canseco Electrical Contractors, Inc. is hereby approved in an amount not to exceed the FY 2024-2025 approved budgeted funds, with subsequent years' expenditures subject to budget approval.

Section 2. "Standard Contract No. C-24-04-02-CM between the City of Sunrise, Florida and Canseco Electrical Contractors, Inc.," (Contract) for Fire Alarm Panels Replacement and Systems Upgrade Services is hereby approved. A copy of the Contract is attached hereto and made part of this Resolution as Exhibit A. The Procurement Manager or designee is hereby authorized to execute the Contract.

Section 3. The Procurement Manager is hereby authorized to amend, renew or extend the Contract, in accordance with the terms of the approved Contract.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

STANDARD CONTRACT NO. C-24-04-02-CM
BETWEEN THE CITY OF SUNRISE, FLORIDA
AND CANSECO ELECTRICAL CONTRACTORS, INC.

THIS CONTRACT between the City of Sunrise, a municipal corporation of the State of Florida whose address is 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351 (hereinafter referred to as "the City") and Canseco Electrical Contractors, Inc. a Florida corporation, (hereinafter referred to as the "Contractor"), whose address is 2385 NW 70th Avenue, Unit A03, Miami, FL 33122 and whose Federal Identification Number is 75-3049378, incorporates RFP No. 24-04-02-CM and Contractor's response as if fully set forth herein.

In consideration of the mutual terms and promises set forth below, the City and the Contractor agree as follows:

1. Services

The Contractor's responsibility under this Contract is for Fire Alarm Panels Replacement and Systems Upgrade for Fire Stations Nos. 39, 59, and 83, as set forth in this Contract and as further stated in the Scope of Service section attached hereto in Exhibit A and made a part of this Contract.

The Scope of Service (hereinafter referred to as "Services") is as follows:

The City's representative during the performance of this Contract shall be Sara Ricci, Project Manager, telephone number (954) 888-6097 or designee.

The Contractor's representative/liaison during the performance of this Contract shall be Ramon Canseco, Director, telephone number (305) 265-9909 or designee.

2. Payments

The Contractor will bill the City at the completion of each job for Services rendered toward the completion of the work defined herein at the rates listed in Exhibit B. The Contractor shall submit invoices to:

City of Sunrise
Attn: Accounts Payable Dept.
10770 West Oakland Park Blvd.
Sunrise, FL 33351

Invoices received from the Contractor pursuant to this Contract will be reviewed and approved by the City's representative, indicating that Services have been rendered in conformity with the Contract and then will be sent to the Finance and Administrative Services Department for payment. Following the City representative's approval, invoice payments will be made by the City in accordance with Florida Prompt Payment Act, Florida Statutes Section 218.70. The City shall pay Contractor for work performed in

accordance with §218.70, et seq., Florida Statutes, the Local Government Prompt Payment Act, after receipt of Contractor's proper invoice. To be deemed proper, each invoice must comply with all statutory terms and all requirements specified by the City in its contract and / or purchase order. If a payment request or invoice does not meet the contract / agreement / purchase order requirements, the City will reject the payment request or invoice as specified in accordance with §218.70, et seq., Florida Statutes. The rejection will be written and will specify the deficiency and the action necessary to make the payment request or invoice proper.

Final Invoice: In order for both parties herein to close their books and records, the Contractor will clearly state "final invoice" on the Contractor's final/last billing to the City. This certifies that all Services have been properly performed and all charges and costs have been invoiced to the City. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, or which are in excess of the not to exceed amount, are waived by the Contractor.

3. Initial Contract Period and Contract Renewal

The initial Contract period shall be for two (2) years, commencing upon date of award. In addition, contingent upon Budget approval, the City reserves the right, but not the obligation, to renew the Contract for two (2) additional one (1) year periods, under the same terms, conditions and specifications, by written notification to the Contractor by the Procurement Manager.

In the event the Services are scheduled to end either by Contract expiration or by termination by the City of Sunrise, the City in its sole discretion may require the Contractor to continue the Services until new services can be completely operational. The City Manager, or designee, may extend the Contract for a period not to exceed 180 calendar days subject to the same terms and conditions set forth in the initial Contract. The Contractor will be reimbursed for Services at the rate in effect when this transitional period clause is invoked by the City. Any additional extensions shall be subject to City Commission approval.

4. Terms Relating To Price

The cost of all services as proposed herein shall remain firm for the initial Contract period of two (2) year(s). No cost increases shall be accepted during this initial Contract term. Thereafter, any extensions which may be approved by the City shall be subject to the following:

☒ Costs for any extension term shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase or decrease in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI for extension terms shall be that latest index

published and available ninety (90) days prior to the end of the Contract year then in effect, as compared to the index for the comparable month, one (1) year prior.

Any requested cost increase shall be fully documented and submitted to the City at least ninety (90) days prior to the end of the initial Contract term, and, for extension terms, at least ninety (90) days prior to the end of the Contract year then in effect. Any approved cost adjustments shall become effective upon the beginning date of the approved Contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient.

5. Access and Audits

The Contractor shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Contractor's place of business.

6. Truth-In-Negotiation Certificate

Signature of this Contract by the Contractor shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged to the Contractor's most favored customer for the same or substantially similar services. The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate presentation of fees paid to outside Contractors. The City shall exercise its rights under this clause within three (3) years following final payment.

7. Insurance Requirements

7.1 Contractor agrees at its sole expense to maintain on a primary basis, non-contributory basis during the life of this 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 the Contract. Any coverage maintained by the City shall apply excess of, or contingent upon the absence of, insurance required or maintained by Contractor.

7.2 Commercial General Liability. Contractor agrees to maintain Commercial General Liability at a limit of liability not less than $1,000,000.00 Each

Occurrence, $2,000,000 Annual Aggregate. Contractor agrees its coverage shall not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Separation of Insureds.

7.3 Additional Insured Endorsement. Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 20 26 07 04, or CG 20 26 04 13, Additional Insured – Designated Person or Organization endorsement; or the CG 20 10 07 04, or CG 20 10 04 13, Additional Insured – Owners, Lessees, or Contractors endorsement, including the additional endorsement of GC 20 37 07 04, or GC 20 04 13, Additional Insured – Owners, Lessees, or Contractors Completed Operations. The name of the organization endorsed as Additional Insured for all endorsements shall read "City of Sunrise".

7.4 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.

7.5 Worker's Compensation Insurance & Employers Liability. Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statutes Chapter 440.

7.6 Waiver of Subrogation. Contractor agrees by entering into 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.

7.7 Certificate(s) of Insurance. Contractor agrees to provide City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when a manuscript notice endorsement is available by Contractor's insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax or email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder(s) address shall read:

Original to:	Copy to:
City of Sunrise Attn: Procurement Manager Purchasing Office 10770 West Oakland Park Blvd. Sunrise, Florida 33351 purchasing@sunrisefl.gov Fax (954) 578-4809	City of Sunrise Attn: Risk Manager Risk Management Division 10770 W. Oakland Park Blvd. Sunrise, FL 33351 riskmanagement@sunrisefl.gov

7.8 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.

7.9 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 to its poor financial condition or failure to operate legally.

8. Performance and Payment Bond ☑ Not Applicable

The Contractor shall furnish a separate performance and payment bond covering 100% of the amount of award to the City within ten (10) calendar days after receipt of written Notice of Intent to Award Contract. The performance and payment bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such performance and payment bond. The performance and payment bond furnished by the Contractor shall be in a form acceptable to the City and shall be executed by a surety, or sureties, reasonably suitable to the City.

9. Termination for Governmental Non-Appropriations

The City is a bona fide governmental entity of the State of Florida with a fiscal year ending on September 30 of each calendar year. If the City does not appropriate sufficient funds to purchase the Services or quantities required under this Contract for any of the City's fiscal years subsequent to the one in which the Contract is executed and entered into, then this Contract shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of the City's obligation under this Contract were last appropriated by the City and the City shall not, in this sole event

be obligated to make any further purchases beyond said fiscal year.

10. Termination for Cause

This Contract may be terminated by either party upon three (3) calendar days' written notice to the other party, should such other party fail substantially to perform in accordance with the material terms of the Contract through no fault of the party initiating the termination. In the event the Contractor abandons this Contract or causes it to be terminated by the City, the Contractor shall indemnify the City against any loss pertaining to this termination. In the event that the Contractor is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 10. and the provisions of Section 10. shall govern.

11. Termination for Convenience

This Contract may be terminated by the City without cause upon thirty (30) days' written notice to the Contractor. In the event of such a termination without cause, the Contractor shall be compensated for all Services completed and accepted by the City's representative as authorized herein, together with reimbursable expenses incurred. In such event, the Contractor shall promptly submit its invoice for final payment and reimbursement under the terms of this Contract to the City.

12. Indemnification

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City of Sunrise, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Contract (1) provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, and (2) are caused in whole or in part by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable, **REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY THE CITY OF SUNRISE, ITS OFFICERS, AGENTS, VOLUNTEERS, OR EMPLOYEES.** The City of Sunrise reserves the right, but not the obligation, to participate in the defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the completion or termination of the Contract.

13. Independent Contractor

The Contractor is an independent contractor under this Contract. Personal services provided by the Contractor shall be by employees of the Contractor who are subject to supervision by the Contractor, and who shall not be officers, employees, or agents of

the City. Personnel policies, tax responsibilities, purchasing policies and other similar administrative procedures applicable to Services rendered under this Contract shall be those of the Contractor.

14. Authority to Practice

The Contractor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

15. Severability

If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

16. Governing Law/Jurisdiction/Venue

This Contract shall be construed in accordance with and governed by the law of the State of Florida. Venue for any action arising out of or relating to this Contract shall lie in Broward County, Florida. Both parties hereby agree to waive a jury trial and will proceed to a trial by judge, if necessary. Except as set forth in paragraph 9 and 11, each party will be responsible for their own attorneys' fees and costs.

17. Successors and Assigns

The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the City.

18. Subcontracting

The City reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the service in a timely fashion, the Contractor shall promptly do so, subject to acceptance of the new subcontractor by the City.

19. Conflict of Interest

The Contractor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of Services required hereunder, as provided for in Section 112.311, Florida Statutes. The Contractor further represents that no person having any such interest shall be employed for said performance.

20. Contingent Fees

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

21. Nondiscrimination

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, national origin, sex, gender identify, sexual orientation, age, disability/handicap, religion, family or income status.

22. Public Entity Crimes

Pursuant to Section 287.133, Florida Statutes, 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of this Contract, Contractor represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

23. Modifications of Work

If the City requires miscellaneous additional work, Services or materials not delineated in the Contractor's Proposal but within the general Scope of Service, the Contractor shall submit a detailed written proposal to the authorized City representative. If the proposal is approved, the Contractor shall receive authorization to proceed by receipt of a purchase order incorporating the Contractor's proposal.

The City reserves the right to make changes in the Scope of Service, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the

City's notification of a contemplated change, the Contractor shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the City of any estimated change in the completion date, and (3) advise the City if the contemplated change shall affect the Contractor's ability to meet the completion dates or schedules of this Contract. The parties agree to negotiate in good faith changes in the Scope of Service that may occur.

If the City so instructs in writing, the Contractor shall suspend work on that portion of the Scope of Service affected by a contemplated change, pending the City's decision to proceed with the change. If the City elects to make the change, the City shall initiate a Contract Amendment and the Contractor shall not commence work on any such change until such written amendment is signed by the Contractor and approved and executed by the City's representative and Procurement Manager.

24. Notice

All written notices required in this Contract shall be sent by hand delivery, overnight mail, or certified mail, return receipt requested, and if sent to the City, shall be mailed to:

Procurement Manager
City of Sunrise
10770 West Oakland Park Blvd.
Sunrise, FL 33351

cc: City Attorney
City of Sunrise
10770 West Oakland Park Blvd.
Sunrise, FL 33351

If sent to the Contractor, shall be mailed to:

Ramon Canseco, Director
Canseco Electrical Contractor’s, Inc.
2385 NW 70th Avenue, Unit A03
Miami, FL 33122

25. No Damages for Delay

The Contractor shall not be entitled to any claim for damages including, but not limited to, loss of profits, loss of use, home office overhead expenses, equipment rental and similar costs, on account of delays in the progress of the Services from any cause whatsoever including an act or neglect of the City, adverse weather conditions, and act of God, strike, war or national disaster or emergency, unusual delay in deliveries, unusual delay in procuring permits, differing site conditions, unavoidable casualties or other causes beyond the Contractor’s control, or by delay authorized by the City, or by other causes which the Contractor determines may justify delay. The Contractor’s sole recovery and sole remedy for any such delay shall be a reasonable extension of time

and a revision to the schedule as determined by the City. However, additional costs to the Contractor or delays in the Contractor's performance caused by improperly timed activities shall not be the basis for granting a time extension. If the Contractor wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the City within ten (10) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The City's representative shall determine whether or not the Contractor is entitled to a time extension for the delay. The failure of the Contractor to give such notice shall constitute a waiver of any claim under this section.

26. Public Records Law

The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the Contractor and this Contract are subject to the requirements in Section 119.0701, Florida Statutes, the Contractor shall: (a) keep and maintain public records required by the City to perform the Services provided hereunder; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Contract and following completion of this Contract if the Contractor does not transfer the records to the City; and (d) upon completion of the Contract, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. If the Contractor fails to comply with the requirements in this Section 25, the City may enforce these provisions in accordance with the terms of this Contract. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

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, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954/746-3333), E-MAIL (CITYCLERK@SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE,

OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).

27. Entirety of Contract

The City and the Contractor agree that this Contract sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto with the same formality as this Contract. Any alteration of the terms and conditions of this Contract must be contained in the Deviation Page after approval by the City Attorney and executed by the Contractor and City to be binding.

28. Discriminatory Vendor List

Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Contract, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

29. Scrutinized Companies

Pursuant to Section 287.135, Florida Statutes, Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

Pursuant to Section 287.135, Florida Statutes, in the event the Contract is for one million dollars or more, Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List created pursuant to Section 215.473, Florida Statutes; and Contractor further certifies that it is not engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Contract if Contractor is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List; has been placed on the Scrutinized Companies with Activities in the Iran List created pursuant to Section 215.473, Florida Statutes; or has been engaged in business

operations in Cuba or Syria.

30. Order of Precedence

In the event the terms of this Contract conflict with the City's RFP or Contractor's Proposal , the conflict shall be resolved by giving the documents the following order of priority: this Contract, the City's RFP, and Contractor's Proposal.

31. Compliance with Laws

Contractor and the Services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

32. Electronic Recordkeeping

Contractor certifies their services and products meet all recordkeeping requirements of the State of Florida, including but not limited to those in Chapter 119, Florida Statutes and Rule 1B-26.003(6)(g), Florida Administrative Code.

33. E-Verify – Employment Eligibility

33.1 Contractor warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. Contractor (1) has registered with and uses the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) has verified that all of the Contractor's subcontractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

33.2 Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

33.3 City shall terminate this Contract if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If City has a good faith belief that Contractor's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, City shall notify Contractor to terminate its contract with the subcontractor and Contractor shall immediately terminate its contract with the subcontractor.

33.4 If City terminates this Contract pursuant to the subsection 32.3 above, Contractor shall be barred from being awarded a future contract by City for a period of one (1) year from the date on which this Contract was terminated. In the event of such Contract termination, Contractor shall also be liable for any additional costs incurred by City as a result of the termination.

34. Foreign Gifts and Contracts

Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of $50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Contractor represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to City before execution of this Contract, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Contract.

35. Prohibited Telecommunications Equipment

Contractor represents and certifies that it and all its subcontractors do not use any equipment, system, or service 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 such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Contractor represents and certifies that it and all its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of this Contract.

36. Antitrust Violations

The Contractor has a continuous duty to disclose to the City if it or any of its affiliates (as defined by Section 287.137(1)(a), Florida Statutes) are placed on the Antitrust Violator Vendor List. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Contract, Contractor certifies that neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Contract. False certification under this paragraph or being subsequently added to that list will result in termination of this Contract, at the option of the City consistent with Section 287.137, Fla. Stat. as amended.

37. Entities of Foreign Concern

The provisions of this section apply only if Contractor or any Subcontractor will have access to an individual's personal identifying information under this Agreement. Contractor represents and certifies: (i) Contractor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Contractor; and (iii) Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. On or before the Effective Date, Contractor and any Subcontractor that will have access to personal identifying information shall submit to City under Section 23, Notices, executed Exhibit "C" Affidavit of Compliance with Foreign Entity Laws, under penalty of perjury, to the City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 2. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SIGNATURES FOLLOW ON ATTACHED PAGE]

IN WITNESS WHEREOF, the Procurement Manager, authorized to execute same by City Commission, has made and executed this Contract on behalf of the City the day and year below written and Contractor has hereunto set its hand the day and year below written.

CITY OF SUNRISE

By:_____

Print:

Title: Procurement Manager or Designee

Date: _____

Approved as to form and legal sufficiency for the City

By:_____
Thomas P. Moss
City Attorney

CONTRACTOR

_____ CANSECO ELECTRICAL CONTRACTORS, INC.
Witness Print Firm Name Above

_____ By:_____
Witness

Print Name: _____
Title:_____

Date:_____

EXHIBIT A

1.1 SCOPE OF SERVICE

The City of Sunrise (herein after the "City") requires a qualified and experienced State of Florida Licensed Contractor to provide installation, retrofit, maintenance and repairs of Fire Alarm Panels and their peripheral systems at Fire Stations Nos. 39, 59 and 83 in accordance with the terms, conditions, and specifications contained in the solicitation. The following describes the Services to be performed for the City of Sunrise and provides all mandated requirements.

1.2 TECHNICAL SPECIFICATIONS

The Contractor shall provide all labor, materials, supplies, equipment, transportation, shop facilities and any other requirements necessary to provide the required services. All work shall be performed in accordance with the equipment manufacturer specifications. **This is a manufacturer/brand/model specification. No substitutions will be allowed.**

PROJECT DESCRIPTION / LOCATIONS

Fire Station 39, located at 6800 NW 69th Ave, Sunrise, FL 33313, was built in the year 1998. It has a floor area of approximately 23,400 square feet and is located south of Sunset Strip between NW 68th Ave, and NW 64th Ave. It has a capacity of 100+ occupants.

Fire Station 59, located at 8330 NW 27th Place, Sunrise, FL 33322, was built in the year 2002. It has a floor area of approximately 16,500 square feet and is located to the west side of University Drive between NW 27th Place and NW 26th Place. It has a capacity of 100+ occupants.

Fire Station 83, located at 60 Weston Road, Sunrise, FL 33326, was built in the year 1998. It has a floor area of approximately 22,000 square feet and is located East of Weston Road between SR 84 and N New River Circle. It has a capacity of 100+ occupants.

The City of Sunrise requires a qualified & licensed contractor to replace and upgrade the Fire Stations' panels and systems with upgraded peripheral equipment in proximity to the existing location, in accordance with the latest edition of NFPA 72 National Fire Alarm and Signaling Code (2022), NFPA 70 National Electric Code NEC (2023), NFPA 101, Life Safety Code (2021), Florida Building Code (2023) and other applicable local codes.
This includes, but is not limited to, the evaluation, design, permitting, installation, testing, commissioning and startup services as outlined in this solicitation and all associated attachments/exhibits. The fire alarm panels and peripheral equipment must

be installed inside each Fire Stations and operate independently.

The City reserves the right to add and/or delete locations as required. When locations are added, the Contractor shall furnish a written proposal which will be authorized by the City, in writing, prior to any work beginning. If a location is to be deleted, the City shall notify the Contractor, in writing, no less than three (3) days prior to stop work. The City reserves the right to make immediate changes if, in the opinion of the City, an emergency or unforeseen circumstance warrants such changes.

1.3 PROJECT DETAILS

Items to be included in each listed location are:

a. Installation of ES-200XP Intelligent Addressable Fire Alarm Control Panel (FACP) 198 point addressable with Built-in Cellular Communicator, Fire-Lite Alarms by Honeywell. This is the required Manufacturer Brand and Model; no substitutions will be allowed.

b. Fire panels, heat detectors, smoke detectors, carbon monoxide detectors, manually actuated initiating devices, speaker strobes, flow switches installed inside the piping of sprinkler systems, batteries and notification equipment must be compatible with Fire-Lite Alarms by Honeywell Systems Technology.

c. All equipment furnished shall be new and in accordance with the latest edition of NFPA 72, NFPA 70, (NEC), NFPA 101, FBC and other applicable local codes.

d. Must include voltage drop calculations for notification appliance circuits and battery-size calculations.

e. Contractor shall evaluate existing electrical wiring, cables, conduits, raceways and cable trays to determine existing conditions in order to ensure proper performance of new Fire Alarm Control Panel, detectors and peripherals, and determine compliance with regulatory agencies.

f. As required, new interconnecting wiring, cables and associated electrical components.

g. Voice/alarm signaling-service equipment rack or console layout, grounding schematic, amplifier power calculation, shop drawings, schedules, block/riser and single-line connection diagram.

h. Plans submitted for approval shall include floor plans to indicate final outlet locations showing address of each addressable device. Plans shall show size and route of cables.

i. Two sets of signed and sealed plans from a Professional Engineer as required for permit approval and as-builts including address of locations, name of alarm

company, sequence of operations, device type, make/model of all system components, quantities, device address identification, voltage drops and battery calculations.

j. Contractor shall ensure proper clean out of facilities after performance of work and upon completion.

k. The site shall be left broom clean at the end of each day.

l. Contractor shall patch and repair any damage to the facilities to the original condition to the satisfaction of the City.

m. Contractor shall coordinate project close-out and complete all punch list items generated by the Building Code Inspector, the City, and any other entity having jurisdiction over the project, during its inspections.

n. Contractor shall coordinate with the City's staff to prepare the Certificate of Final Inspection.

o. Contractor shall obtain and review all warranties, operations and maintenance manuals and other such documents, check for completeness, have them corrected if necessary and submit them to the City.

p. Three (3) years maintenance after installation (must be included as a separate line item for each Fire Station).

NOTE: This is to be a turnkey project approved through the Community Development Building Division and Fire Department.

1.4 FIRE ALARM AND SMOKE DETECTION SYSTEMS

198-POINT (ES-200XP) INTELLIGENT COMMUNICATING FIRE DETECTION SYSTEM

DESCRIPTION:

A. This section of the specification includes the furnishing, installation, connection and testing of the microprocessor controlled, intelligent reporting fire alarm equipment required to form a complete, operative, coordinated system. It shall include, but not be limited to, alarm initiating devices, alarm notification appliances, Fire Alarm Control Panel (FACP), auxiliary control devices, annunciators, and wiring as shown on the drawings and specified herein.

B. The fire alarm system shall comply with requirements of NFPA Standard No. 72 for Local Protected Premises Signaling Systems except as modified and supplemented by this specification. The system field wiring shall be supervised either electrically or by

software-directed polling of field devices. The Secondary Power Source of the fire alarm control panel shall provide at least twenty-four (24) hours of backup power with the ability to sustain five (5) minutes in alarm at the end of the backup period.

C. The fire alarm system shall be manufactured by an ISO 9001 certified company and meet the requirements of BS EN ISO 9001: ANSI/ASQC Q9001-1994.

D. The FACP and peripheral devices shall be manufactured 100% by a single U.S. manufacturer (or division thereof).

E. Underwriters Laboratories Inc. (UL) - USA:

UL 38 Manually Actuated Signaling Boxes
UL 217 Smoke Detectors, Single and Multiple Station
UL 228 Door Closers–Holders for Fire Protective Signaling Systems
UL 268 Smoke Detectors for Fire Protective Signaling Systems
UL 268A Smoke Detectors for Duct Applications
UL 346 Waterflow Indicators for Fire Protective Signaling Systems
UL 464 Audible Signaling Appliances
UL 521 Heat Detectors for Fire Protective Signaling Systems
UL 864 Standard for Control Units for Fire Protective Signaling Systems
UL 1481 Power Supplies for Fire Protective Signaling Systems
UL 1610 Central Station Burglar Alarm Units
UL 2075 Standard for Gas and Vapor Detectors and Sensors
UL 1638 Visual Signaling Appliances
UL 1971 Signaling Devices for Hearing Impaired
UL 2017 General-Purpose Signaling Devices and System
The FACP shall be ANSI 864, 10th Edition Listed. Systems listed to ANSI 864, 8th edition (or previous revisions) shall not be accepted.

F. The installing company shall employ NICET (minimum Level II Fire Alarm Technology) technicians on site to guide the final check-out and to ensure the systems integrity.

1.5 SCOPE OF WORK

A. An intelligent, microprocessor-controlled, fire alarm detection system shall be installed in
accordance to the project specifications and drawings.

B. Basic Performance:

1. Initiation Device Circuits (IDC) shall be wired NFPA Style B (Class B) as part of an addressable device connected by the SLC Circuit.

2. When not wired directly from panel NAC circuits, Notification Appliance Circuits (NAC) shall be wired NFPA Style Y (Class B) as part of an addressable

device connected by the SLC Circuit.

3. All circuits shall be power-limited, per UL864 requirements.

4. A single ground fault or open circuit on the system Signaling Line Circuit shall not cause system malfunction, loss of operating power or the ability to report an alarm.

5. Alarm signals arriving at the main FACP shall not be lost following a primary power failure or outage of any kind until the alarm signal is processed and recorded.

6. Panel shall meet requirements of UL-864 11th Edition.

C. Basic System Functional Operation

When a fire alarm condition is detected and reported by one of the systems initiating devices, the following functions shall immediately occur:

1. The system Alarm LED on the FACP shall flash.

2. A local sounder with the control panel shall sound.

3. A backlit 80-character LCD display on the FACP shall indicate all information associated with the fire alarm condition, including the type of alarm point and its location within the protected premises.

4. In response to a fire alarm condition, the system will process all control programming and activate all system outputs (alarm notification appliances and/or relays) associated with the point(s) in alarm.

5. In response to a fire alarm condition, the system will process all control programming and activate all system outputs (alarm notification appliances and/or relays) associated with the point(s) in alarm. Additionally, the system shall send events to a central alarm supervising station via either dial-up over PSTN, IP, Cellular, Internet, Intranet via PSDN or virtual private network.

1.6 SUBMITTALS

A. General:

1. For each Fire Station, two copies of all submittals shall be submitted to the City of Sunrise Building Division for review signed and sealed by a Professional Engineer including address of location, name of alarm company, sequence of operation, device type, make/model of all system components, quantities, devices address identification, riser diagram, voltage drops, and battery calculations.

2. All references to manufacturer's model numbers and other pertinent information herein is intended to establish minimum standards of performance, function and quality. Equivalent compatible UL-listed equipment from other manufacturers may be substituted for the specified equipment, if the minimum standards are met.

B. Shop Drawings:

1. Sufficient information, clearly presented, shall be included to determine compliance with drawings and specifications.

2. Include manufacturer's name(s), model numbers, ratings, power requirements, equipment layout, device arrangement, complete wiring point-to-point diagrams, and conduit layouts.

3. Show annunciator layout, configurations, and terminations.

C. Manuals:

1. Submit simultaneously with the shop drawings, complete operating and maintenance manuals listing the manufacturer's name(s), including technical data sheets.

2. Wiring diagrams shall indicate internal wiring for each device and the interconnections between the items of equipment.

2. Provide a clear and concise description of operation that gives, in detail, the information required to properly operate the equipment and system.

D. Software Modifications

1. Provide the services of a qualified technician to perform all system software modifications, upgrades or changes. Response time of the technician to the site shall not exceed four (4) hours.

2. Provide all hardware, software, programming tools and documentation necessary to modify the fire alarm system on site. Modification includes addition and deletion of devices, circuits, zones and changes to system operation and custom label changes for devices or zones. The system structure and software shall place no limit on the type or extent of software modifications on-site. Modification of software shall not require power-down of the system or loss of system fire protection while modifications are being made.

3. Provide firmware updates through USB thumb drive.

1.7 GUARANTEE

All work performed and all material and equipment furnished under this contract shall be free from defects and shall remain so for a period of at least one (1) year from the date of acceptance. The full cost of maintenance, labor and materials required to correct any defect during this one-year period, shall be included in the submittal bid. The Contractor shall guarantee the complete project against poor workmanship and faulty materials for a period of twelve (12) months after final payment and shall immediately correct any defects which may appear during this period upon notification by the City.

1.8 MAINTENANCE

A. Maintenance and testing shall be on a semi-annual schedule or as required by the City. A preventive maintenance schedule shall be provided by the contractor describing the protocol for preventive maintenance. The schedule shall include:

1. Systematic examination, adjustment and cleaning of all detectors, manual fire alarm stations, control panels, power supplies, relays, waterflow switches and all accessories of the fire alarm system.

2. Each circuit in the fire alarm system shall be tested semiannually.

3. Each smoke detector shall be tested in accordance with the requirements of NFPA 72 Chapter 10.

4. First year of testing and maintenance should be included.

5. Three (3) years maintenance after installation must be included as a separate line item for each Fire Station.

1.8.1 Repairs/Contingent Services

1. Repairs and additions to systems may be required. Only manufacturer's authorized parts or approved equal shall be used to make repairs. All replacement parts shall be new and U.L. listed.

2. Prior to commencing any repair work, Contractor shall provide the City a written proposal with a breakdown of the of the time and materials anticipated by Contractor to be incurred in the performance of the work.

3. Pricing for repairs and additional services shall be based on an hourly rate. Hourly rates with a maximum 15% markup for services shall be included in price proposals.

1.9 APPLICABLE STANDARDS AND SPECIFICATIONS

The specifications and standards listed below form a part of this specification. The system shall fully comply with the latest issue of these standards, if applicable.

A. National Fire Protection Association (NFPA) – USA, latest edition:

No. 13 Sprinkler Systems
No. 70 National Electric Code (NEC)
No. 72 National Fire Alarm Code
No. 101 Life Safety Code

B. Florida Building Code (2023), or latest edition, Chapter 9 for Fire Protection Systems.

C. The system and its components shall be Underwriters Laboratories, Inc. listed under the appropriate UL testing standard as listed herein for fire alarm applications and the installation shall be in compliance with the UL listing.

D. Local and State Building Codes.

1.10 APPROVALS

The system shall have proper listing and/or approval from the following nationally recognized agencies:

UL - Underwriters Laboratories Inc.

FM - Factory Mutual

CAN/ULC - S527-99 Standard for Control Units for Fire Alarm Systems

1.11 EQUIPMENT AND MATERIAL

A. All equipment and components shall be new, and the manufacturer's current model. The materials, appliances, equipment and devices shall be tested and listed by a nationally recognized approvals agency for use as part of a fire protective signaling system, meeting the National Fire Alarm Code.

B. All equipment and components shall be installed in strict compliance with manufacturers' recommendations. Consult the manufacturer's installation manuals for all wiring diagrams, schematics, physical equipment sizes, etc., before beginning system installation.

C. All equipment shall be attached to walls and ceiling/floor assemblies and shall be held firmly in place (e.g., detectors shall not be supported solely by suspended ceilings). Fasteners and supports shall be adequate to

support the required load.

D. All equipment must be readily available "over the counter" and can be installed by dealerships independent of the manufacturer.

1.12 WIRE:

A. All fire alarm system wiring shall be new. Plenum rated cable shall be used where applicable instead of conduits.

B. Wiring shall be in accordance with local, state and national codes (e.g., NEC Article 760) and as recommended by the manufacturer of the fire alarm system. Number and size of conductors shall be as recommended by the fire alarm system manufacturer, but not less than 18 AWG (1.02 mm) for Initiating Device Circuits and Signaling Line Circuits, and 14 AWG (1.63 mm) for Notification Appliance Circuits.

C. All wire and cable shall be listed and/or approved by a recognized testing agency for use with a protective signaling system.

D. Wire and cable not installed in conduit shall have a fire resistance rating suitable for the installation as indicated in NEC 760 (e.g., FPLR).

E. Wiring used for the multiplex communication circuit (SLC) shall be twisted non-shielded and support a minimum wiring distance of 10,000 feet when sized at 12 AWG.

F. All field wiring shall be electrically supervised for open circuit and ground fault.

G. The fire alarm control panel shall be capable of T-tapping NFPA Style 4 (Class B) Signaling Line Circuits (SLCs). Systems which do not allow or have restrictions for the number of T-taps, length of T-taps etc., are not acceptable.

H. Terminal Boxes, Junction Boxes and Cabinets: All boxes and cabinets shall be UL listed for their use and purpose.

I. The fire alarm control panel shall be connected to a separate dedicated branch circuit, maximum 20 amperes. This circuit shall be labeled at the main power distribution panel as FIRE ALARM. Fire alarm control panel primary power wiring shall be 12 AWG. The control panel cabinet shall be grounded securely to either a cold-water pipe or grounding rod. The control panel enclosure shall feature a quick removal chassis to facilitate rapid replacement of the FACP electronics.

J. The FACP shall be capable of coding Notification Appliance Circuits in

March Time Code (120 PPM), Temporal (NFPA 72 A-2-2.2.2), and California Code. Main panel notification circuits (NACs 1 & 2) shall also automatically synchronize any of the following manufacturer's notification appliances connected to them: System Sensor, Wheelock, and Gentex, with no need for additional synchronization modules.

1.13 MAIN FIRE ALARM CONTROL PANEL

A. The FACP shall be a Fire-Lite Model ES-200XP with Built-in Cellular Communicator and shall contain a microprocessor- based Central Processing Unit (CPU). The CPU shall communicate with and control the following types of equipment used to make up the system: intelligent addressable smoke and thermal (heat) detectors, addressable modules, printer, annunciators, Digital Dialer and Ethernet Communicators and other system-controlled devices. Ethernet communications shall be via a IPOTs card.

B. OPERATOR CONTROL

1. Acknowledge Switch:

   a. Activation of the control panel Acknowledge Switch in response to new alarms and/or troubles shall silence the local panel piezo electric signal and change the alarm and trouble LEDs from flashing mode to Steady-ON mode. If multiple alarm or trouble conditions exist, depression of this switch shall advance the 80-character LCD display to the next alarm or trouble condition.

   b. Depression of the Acknowledge Switch shall also silence all remote annunciator piezo sounders.

2. Alarm Silence Switch:

   a. Activation of the alarm silence switch shall cause all programmed alarm notification appliances and relays to return to the normal condition after an alarm condition. The selection of notification circuits and relays that are silence able by this switch shall be fully field programmable within the confines of all applicable standards. The FACP software shall include silence inhibit and auto-silence timers.

3. Alarm Activate (Drill) Switch:

   a. The Alarm Activate switch shall activate all notification appliance circuits. The drill function shall latch until the panel

is silenced or reset.

4. System Reset Switch:

   a. Activation of the System Reset switch shall cause all electronically-latched initiating devices, appliances or software zones, as well as all associated output devices and circuits, to return to their normal condition.

5. Lamp Test:

   a. The System RESET switch shall also function as a Lamp Test switch and shall activate all system LEDs and light each segment of the liquid crystal display.

6. Programmable Buttons:

   a. The system should have at a minimum 4 programmable function keys for quick zone and NAC disable during maintenance.

C. SYSTEM CAPACITY AND GENERAL OPERATION

1. The control panel shall provide, or be capable of, expansion to 198 intelligent/addressable devices of any type, detector or module.

2. The control panel shall include two Form-C programmable relays, which can be used for Alarm, and Supervisory and a fixed Trouble relay rated at a minimum of 2.5 amps @ 30 VDC. It shall also include two (2) programmable Notification Appliance Circuits (NACs) capable of being wired as NFPA Style Y (Class B) or NFPA Style Z (Class A). Either programmable Notification circuit shall also can provide auxiliary power when programmed as such.

3. The fire alarm control panel shall include an operator interface control and annunciation panel that shall include a backlit Liquid Crystal Display (LCD), individual color-coded system status LEDs, and an alphanumeric keypad for the field programming and control of the fire alarm system.

4. All programming or editing of the existing program in the system shall be achieved without special equipment and without interrupting the alarm monitoring functions of the fire alarm control panel. The system shall be fully programmable, configurable, and expandable in the field without the need for special tools, PROM programmers or PC based programmers. It shall not require replacement of memory ICs to facilitate programming changes.

The control unit will support the ability to upgrade its operating program using FLASH memory technology. The unit shall provide the user with the ability to program from either the included keypad or a USB drive programmed from FS-Tools.

5. The system shall allow the programming of any input to activate any output or group of outputs. Systems which have limited programming (such as general alarm), have complicated programming (such as a diode matrix), or require a laptop personal computer is not considered suitable substitutes.

6. The FACP shall provide the following features:

   a. Drift compensation to extend detector accuracy over life. Drift compensation shall also include a smoothing feature, allowing transient noise signals to be filtered out.

   b. Detector sensitivity test, meeting requirements of NFPA 72, Maintenance alert, with two levels (maintenance alert/maintenance urgent), to warn of excessive smoke detector dirt or dust accumulation.

   c. The ability to display or print system reports.

   d. Alarm verification, with counters and a trouble indication to alert maintenance personnel when a detector enters verification an excessive number of times.

   e. Positive Alarm Sequence (PAS presignal), meeting NFPA 72 requirements.

   f. Rapid manual station reporting.

   g. Non-alarm points for general (non-fire) control.

   h. Periodic detector test, conducted automatically by the software.

   i. Walk test, with a check for two detectors set to same address.

   j. Universal end of line resistor for NACs and remote sync output

   k. Temporal-4 NAC coding for CO alarms.

   l. Built in Class-A capability for all 4 NACs.

m. Local upload/download using USB drive.

n. Flash firmware with USB thumb drive.

7. The FACP shall be capable of coding Notification Appliance Circuits in March Time Code (120 PPM), Temporal (NFPA 72) for fire alarm and CO alarm. Main panel notification circuits (NACs 1 & 2) shall also automatically synchronize and be programmable for any of the following manufacturer's notification appliances connected to them: System Sensor, Wheelock, Gentex, with no need for additional synchronization modules.

D. DISPLAY

1. The display shall provide all the controls and indicators used by the system operator and may also be used to program all system operational parameters.

2. The display shall include status information and custom alphanumeric labels for all intelligent detectors, addressable modules, internal panel circuits, and software zones.

3. The display shall contain an alphanumeric, text-type display and dedicated LEDs for the annunciation of AC POWER, FIRE ALARM, SUPERVISORY, TROUBLE, and ALARM SILENCED, CO Alarm conditions.

4. The display keypad shall be part of the standard system and have the capability to command all system functions, entry of any alphabetic or numeric information, and field programming. Two different password levels shall be provided to prevent unauthorized system control or programming.

5. The display shall include the following operator control switches: ACKNOWLEDGE/STEP, ALARM SILENCE, DRILL (alarm activate), and SYSTEM RESET.

E. SIGNALING LINE CIRCUIT (SLC)

1. The SLC interface shall provide power to and communicate with up to 198 devices of any type including: intelligent detectors (ionization, photoelectric, CO or thermal) addressable pull stations, addressable Beam Detectors, intelligent modules (monitor or control). Each SLC shall be capable of NFPA 72 Style 4, Style 6, or Style 7 (Class A or B) wiring.

2. The CPU shall receive information from all intelligent detectors to be processed to determine whether normal, alarm, pre-alarm, or trouble conditions exist for each detector. The software shall automatically compensate for the accumulation of dust in each detector up to allowable limits. The information shall also be used for automatic detector testing and for the determination of detector maintenance conditions.

3. The detector software shall meet NFPA 72, Chapter 10 requirements and be certified by UL as a calibrated sensitivity test instrument.

F. SERIAL INTERFACES

1. An annunciator RS-485 bus shall be used to connect an UL-Listed 80-column printer anywhere within the 6,000 range of the serial bus connection. The printer shall communicate with the control panel using an RS-485 converter/interface complying with Electrical Industries Association standard EIA-232D. Power to the printer shall be 120 VAC @ 60 Hz. The interface shall contain both a 9-pin serial and standard centronics parallel connector. Either shall be capable of connection to a serial or parallel printer. The bus shall also provide connection to additional addressable modules supporting remote 80-character LCD text annunciators that mimic the standard panel display and controls. Said annunciators shall support remote acknowledge, silence, drill and reset functions and shall be enabled via a keyswitch. The bus shall also provide connection to addressable modules supporting up to 40 LEDs for use with a graphic annunciator.

2. The control panel will have the capability of Reverse Polarity Transmission or connection to a Municipal Box for compliance with applicable NFPA standards.

3. Internet Protocol Over Telephone Service (IPOTS) is an interface for communicating digital information between a fire alarm control panel and a UL-Listed central station. The IPOTs module is capable of transmitting contact ID formatted alarms to a central station equipped with a compatible IP receiver via Ethernet over a private or public WAN/LAN, Intranet or Ethernet.

4. The IPOTS communicator shall be an integral module component of the fire alarm control panel enclosure.

5. The IPOTS communicator shall be completely field-programmable locally from a USB port or via Ethernet, Telnet and through AlarmNet.

6. The IPOTS communicator shall be capable of transmitting events in contact ID format.

7. Communication shall include vital system status such as:
    a. Independent Zone (Alarm, trouble, non-alarm, supervisory)
    b. Independent Addressable Device Status
    c. AC (Mains) Power Loss
    d. Low Battery and Earth Fault
    e. System Off Normal
    f. 12- and 24-Hour Test Signal
    g. Abnormal Test Signal (per UL requirements)
    h. EIA-485 Communications Failure
    i. IP Line Failure

8. The IPOTS communicator shall support independent zone/point reporting. In this format, the IPOTS shall support the transmission of addressable points within the system. This format shall enable the central station to have exact details concerning the location of the fire for emergency response. The communication over IP / cellular shall be transparent to the panels' normal operation over phone lines.

9. The IPOTS communicator shall utilize a supervisory heart beat signal of no less than once every 90 seconds insuring multiplexed level line supervision. Loss of Internet or Intranet connectivity shall be reported in no more than 200 seconds. This IPOTS communicator can also can program communication in supervisor according to all NFPA guidelines. Alarm events shall be transmitted to a central station in no less than 90 seconds from time of initiation to time of notification.

G. ENCLOSURES

1. The control panel shall be housed in a UL-listed cabinet suitable for surface or semi-flush mounting. The cabinet and front shall be corrosion protected and painted red via the powder coat method with manufacturer's standard finish.

2. The back box and door shall be constructed of steel with provisions for electrical conduit connections into the sides and top.

3. The door shall provide a key lock and shall provide for the viewing of all indicators.

4. The cabinet shall accept a chassis containing the PCB and to assist in quick replacement of all the electronics including power supply shall require no more than two bolts to secure the panel to the

enclosure back box.

5. The cabinet shall also support a mechanical secured optional dress panel limiting access to the internals of the panel.

H. FIELD CHARGING POWER SUPPLY

The Field Charging Power Supply (FCPS) is a device designed for use as either a remote 24-volt power supply or as a booster for powering Notification Appliances.

1. The FCPS shall offer up to 8.0 amps (6.0 amps continuous) of regulated 24-volt power. It shall include an integral charger designed to charge 18.0-amp hour batteries.

2. The FCPS shall have two input triggers. The input trigger shall be a Notification Appliance Circuit (from the fire alarm control panel) or a control relay. Four NAC outputs, wired NFPA Style Y or Z, shall be available for connection to the Notification devices.

3. The FCPS shall optionally provide synchronization of all connected strobes or horn strobe combinations when System Sensor, Wheelock or Gentex devices are installed.

4. The FCPS shall function as a sync follower as well as a sync generator.

5. The FCPS shall include a surface mount backbox.

6. The FCPS shall include the ability to delay the reporting of an AC fail condition per NFPA requirements.

7. The FCPS shall provide 24 VDC regulated and power-limited circuitry per UL current standards.

I. POWER SUPPLY

1. The main power supply for the fire alarm control panel shall provide up to 6.0 amps for ES-200XP available power for the control panel and peripheral devices.

2. Provisions will be made to allow the audio-visual power to be increased as required by adding modular expansion audio-visual power supplies.

3. Positive-Temperature-Coefficient (PTC) thermistors, circuit breakers, or other over-current protection shall be provided on all power outputs. The power supply shall provide an integral battery charger or may be used with an external battery and charger systems. Battery arrangement may be

configured in the field.

4. The main power supply shall continuously monitor all field wires for earth ground conditions.

5. The main power supply shall operate on 120 VAC, 60 Hz, and shall provide all necessary power for the FACP.

J. PROGRAMMABLE ELECTRONIC SOUNDERS

1. Electronic sounders shall operate on 24 VDC nominal.

2. Electronic sounders shall be field programmable without the use of special tools, to provide slow whoop, continuous, or interrupted tones with an output sound level of at least 90 dBA measured at 10 feet from the device.

3. Electronic sounders shall be flush or surface mounted as shown on plans.

K. STROBE LIGHTS

Strobe lights shall meet the requirements of the ADA, UL Standard 1971 and shall meet the following criteria:

1. The maximum pulse duration shall be 2/10 of one second.

2. Strobe intensity shall meet the requirements of UL 1971.

3. The flash rate shall meet the requirements of UL 1971.

L. AUDIBLE/VISUAL COMBINATION DEVICES

1. Shall meet the applicable requirements of Section A listed above for audibility.

2. Shall meet the requirements of Section B listed above for visibility.

M. SPECIFIC SYSTEM OPERATIONS

1. Alarm Verification: Each of the intelligent addressable smoke detectors in the system may be independently programmed for verification of alarm signals. The alarm verification time period shall not exceed two (2) minutes.

2. Point Disable: Any addressable device or conventional circuit in the system may be enabled or disabled through the system keypad.

3. Point Read: The system shall be able to display the following point status

diagnostic functions:

a. Device status
b. Device type
c. Custom device label
d. Device zone assignments

4. System Status Reports: Upon command from an operator of the system, a status report will be generated and printed, listing all system status.

5. System History Recording and Reporting: The fire alarm control panel shall contain a history buffer that will be capable of storing up to five hundred (500) events. Each of these activations will be stored and time and date stamped with the actual time of the activation. The contents of the history buffer may be manually reviewed, one event at a time, or printed in its entirety.

   The history buffer shall use non-volatile memory. Systems that use volatile memory for history storage are not acceptable substitutes.

6. Automatic Detector Maintenance Alert: The fire alarm control panel shall automatically interrogate each intelligent detector and shall analyze the detector responses over a period of time. If any intelligent detector in the system responds with a reading that is above or below normal limits, then the system will enter the trouble mode, and the particular detector will be annunciated on the system display. This feature shall in no way inhibit the receipt of alarm conditions in the system, nor shall it require any special hardware, special tools or computer expertise to perform.

7. Pre-Alarm Function: The system shall provide two levels of pre-alarm warning to give advance notice of a possible fire situation. Both pre-alarm levels shall be fully field adjustable. The first level shall give an audible indication at the panel. The second level shall give an audible indication and may also activate control relays. The system shall also have the ability to activate local detector sounder bases at the pre-alarm level, to assist in avoiding nuisance alarms.

8. The fire alarm control panel shall include Silent and Audible Walk Test functions – Silent and Audible. It shall include the ability to test initiating device circuits and Notification Appliance Circuits from the field without returning to the panel to reset the system. The operation shall be as follows:

   a. The Silent Walk Test will not sound NACs but will store the Walk Test information in History for later viewing.

   b. Alarming an initiating device shall activate programmed outputs, which are selected to participate in Walk Test.

c. Introducing a trouble into the initiating device shall activate the programmed outputs.

d. Walk Test shall be selectable on a per device/circuit basis. All devices and circuits which are not selected for Walk Test shall continue to provide fire protection and if an alarm is detected, will exit Walk Test and activate all programmed alarm functions.

e. All devices tested in walk test shall be recorded in the history buffer.

9. Waterflow Operation: An alarm from a waterflow detection device shall activate the appropriate alarm message on the control panel display; turn on all programmed Notification Appliance Circuits and shall not be affected by the Signal Silence switch.

10. Supervisory Operation: An alarm from a supervisory device shall cause the appropriate indication on the control panel display, light a common supervisory LED, but will not cause the system to enter the trouble mode.

11. Signal Silence Operation: The FACP shall have the ability to program each output circuit (notification circuit or relay) to deactivate upon depression of the Signal Silence switch.

12. Non-Alarm Input Operation: Any addressable initiating device in the system may be used as a non-alarm input to monitor normally open contact type devices. Non-alarm functions are a lower priority than fire alarm initiating devices.

13. Programmable functionality: programmable buttons F1, F2, F3, F4 to allow simple routine maintenance tasks be programmed.

14. Detection of unprogrammed devices: The FACP will automatically detect and report un programmed SLC devices to ensure all devices are recognized.

1.14 SYSTEM COMPONENTS - ADDRESSABLE DEVICES

Addressable devices shall employ the simple-to-set decade addressing scheme. Addressable devices which use a binary-coded address setting method, such as a DIP switch, are not an allowable substitute.

A. Detectors shall be addressable and intelligent, and shall connect with two wires to the fire alarm control panel signaling line circuits.

B. Addressable smoke and thermal (heat) detectors shall provide dual alarm and power/polling LEDs. Both LEDs shall flash under normal conditions, indicating that the detector is operational and in regular communication with the control panel, and both LEDs shall be placed into steady illumination by the control panel, indicating that an alarm condition has been detected. An output connection shall also be provided in the base to connect an external remote alarm LED.

C. Using software in the FACP, detectors shall automatically compensate for dust accumulation and other slow environmental changes that may affect their performance. The detectors shall be listed by UL as meeting the calibrated sensitivity test requirements of NFPA Standard 72, Chapter 10.

D. Detectors shall be ceiling-mount and shall include a separate twist-lock base with tamper proof feature. Base options shall include a base with a built-in (local) sounder rated for a minimum of 85 DBA, a relay base and an isolator base designed for Style 7 applications.

E. Detectors shall provide a test means whereby they will simulate an alarm condition and report that condition to the control panel.

F. Detectors shall also store an internal identifying type code that the control panel shall use to identify the type of device (ION, PHOTO, THERMAL, CO).

G. Detectors shall provide address-setting means using decimal switches.

1.15 BATTERIES

Upon loss of Primary (AC) power to the control panel, the batteries shall have sufficient capacity to power the fire alarm system for required standby time (24 or 60 hours) followed by 5 minutes of alarm.

A. The batteries are to be completely maintenance free. No liquids are required. Fluid level checks for refilling, spills, and leakage shall not be required.

B. If necessary to meet standby requirements, external battery/charger systems may be used.

1.16 EXECUTION

1.16.1 INSTALLATION

A. Installation shall be in accordance with the NEC, NFPA 72, local and state codes, as shown on the drawings, and as recommended by the major

equipment manufacturer.

B. All conduit, junction boxes, conduit supports and hangers shall be concealed in finished areas and may be exposed in unfinished areas. Smoke detectors shall not be installed prior to the system programming and test period. If construction is ongoing during this period, measures shall be taken to protect smoke detectors from contamination and physical damage.

C. All fire detection and alarm system devices, control panels and remote annunciators shall be flush mounted when located in finished areas and may be surface mounted when located in unfinished areas.

D. Manual pull stations shall be suitable for surface mounting or semi-flush mounting as shown on the plans, and shall be installed not less than 42 inches (1067 mm), nor more than 48 inches (122 mm) above the finished floor.

1.16.2. TEST

The service of a competent, NICET level II technician shall be provided to technically supervise and participate during all of the adjustments and tests for the system. All testing shall be in accordance with NFPA 72, Chapter 10.

A. Before energizing the cables and wires, check for correct connections and test for short circuits, ground faults, continuity, and insulation.

B. Close each sprinkler system flow valve and verify proper supervisory alarm at the FACP.

C. Verify activation of all waterflow switches.

D. Open initiating device circuits and verify that the trouble signal actuates.

E. Open and short signaling line circuits and verify that the trouble signal actuates.

F. Open and short notification appliance circuits and verify that trouble signal actuates.

G. Ground all circuits and verify response of trouble signals.

H. Check presence and audibility of tone at all alarm notification devices.

I. Check installation, supervision, and operation of all intelligent smoke detectors using the walk test.

J. Each of the alarm conditions that the system is required to detect should be introduced on the system. The proper receipt and the proper processing of the signal at the FACP and the correct activation of the control points shall be verified.

K. When the system is equipped with optional features, the manufacturer's manual shall be consulted to determine the proper testing procedures. This is intended to address such items as verifying controls performed by individually addressed or grouped devices, sensitivity monitoring, verification functionality and similar.

1.17 FINAL INSPECTION

At the final inspection, a minimum NICET Level II technician shall demonstrate that the system functions properly in every respect.

1.18 INSTRUCTION/TRAINING AND DEMONSTRATION

Instruction shall be provided as required for operating the system. Hands-on demonstrations of the operation of all system components and the entire system including program changes and functions shall be provided.

A. The contractor or installing dealer shall provide a user manual indicating "Sequence of Operation."

1.19 FINAL CLEAN UP

The site shall be left broom clean at the end of each working day. During and upon completion of the work and before final inspection the CONTRACTOR shall clean and remove from the site, all surplus and discarded materials, rubbish, and temporary equipment; restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work; and shall leave the site and vicinity unobstructed in a neat and presentable condition throughout the entire area or length of the work under Contract. The placing of materials of every character, rubbish, or equipment on the property, with or without the consent of the property owners, shall not constitute the satisfactory disposal. If the work is of such a character as may be done by block or sections, the CONTRACTOR may be required to promptly remove and dispose of accumulated rubbish, debris or surplus materials from blocks or sections as completed or partially completed. No separate payment will be made for final cleaning up and restoration of property, but all costs thereof shall be included in the prices bid for the various scheduled items of work.

1.20 PERMITS AND INSPECTION FEES

The City of Sunrise Community Development Building and Engineering permit fees will be paid by the owner. Failed inspections, reinspection and violation fees will be paid by

the Contractor. If required, the Contractor shall procure and pay for all permits and licenses, re-inspections, charges and applicable fees and give all notices necessary and incidental to the due and lawful prosecution of the Work. The cost of all permits, fees, etc. shall be included in all quotes for repairs and/or replacement, when a permit is required.

A list of the City of Sunrise Engineering and Building Re-Inspection fees is available at: https://www.sunrisefl.gov/departments-services/community-development/building.

The Contractor must obtain Building Permits required for all work covered under this contract as well as any other permit required by any other regulatory agency. The Master Building Permit required by the City shall be obtained by the Contractor but paid for by the City.

The Contractor or Subcontractors shall also be responsible to call for all inspections associated with the issued permits.

1.21 CALL BACK/FOLLOW UP WORK

Contractor shall try to complete work during the service call so as to prevent follow up work. Call back to correct recent work shall not be charged to the City if, in the sole determination of the City, such call back is a result of improper repairs, installation or substandard parts. Response time to any call back shall be twenty-four (24) hours of being notified.

1.22 HOURS OF SERVICE

Normal working hours are Monday - Friday, 8:00 a.m. to 5:00 p.m. (excluding City holidays).
The Contractor may be required to respond to on-call / emergency services at multiple city locations at any one time and shall be adequately staffed to respond within the mentioned time schedules.

NOTE: There shall be no additional charge for travel of the Contractor to the facility where service is to be performed. Travel time shall not be counted in service time.

1.23 CONTRACTOR PERSONNEL

The Contractor shall have a competent Supervisor, who speaks and understands English, on site at all times to oversee employee Work and conduct.

Contractor must have qualified, experienced personnel and maintain a fully equipped organization that is capable of performing the technical work required in a satisfactory manner.
All Contractor technicians working on City-owned equipment shall be fully qualified in equipment and systems installed within the City.

The Contractor's employee(s) shall be required to carry a valid photo ID at all times identifying such person(s) as an authorized employee of the Contractor.

Access to some of the City's buildings is restricted, and requires a security pass that is issued upon the employee presenting a valid driver's license, state-issued ID card, or other approved ID.

All employees of the Contractor shall wear clean and appropriate clothing. Employees' shirts shall be clearly marked with the company name and/or logo.

EXHIBIT B
PRICING

ITEM NO.	FIRE STATION 39 (Floor Area: 23,400 SF)	UNIT	TOTAL COST
1.	Labor	LS	$ 77,000.00
2.	Materials	LS	$ 31,250.00
3.	Three (3) years Maintenance after Installation	LS	$ 3,500.00
4.	Owner's Allowance	LS	$ 24,150.00
	Total Construction Cost for FS 39		**$135,900.00**

ITEM NO.	FIRE STATION 59 (Floor Area: 16,500 SF)	UNIT	TOTAL COST
5.	Labor	LS	$ 73,500.00
6.	Materials	LS	$ 30,500.00
7.	Three (3) years Maintenance after Installation	LS	$ 3,398.00
8.	Owner's Allowance	LS	$ 24,150.00
	Total Construction Cost for FS 59		**$131,548.00**

ITEM NO.	FIRE STATION 83 (Floor Area: 22,000 SF)	UNIT	TOTAL COST
9.	Labor	LS	$ 76,800.00
10.	Materials	LS	$ 31,250.00
11.	Three (3) years Maintenance after Installation	LS	$ 3,500.00
12.	Owner's Allowance	LS	$ 21,000.00
	Total Construction Cost for FS 39		**$132,550.00**

Grand Total Cost for Fire Stations Nos. 39, 59, 83: $399,998.00
(Sum of Items 1-12)

HOURLY LABOR RATE FOR CONTINGENT SERVICES:

Hourly rate for additional work/repairs:
New additional smoke heads, Pull stations
Journeyman **$170.000 / Per Hour**

Hourly rate for additional work/repairs:
New additional smoke heads, Pull stations
Supervisor **$190.000 / Per Hour**

Parts and Material Mark-Up: 15%

Contractor shall furnish materials and parts required to perform the work. The City reserves the right to furnish materials to the Contractor. Original purchase invoices for all purchased materials shall be presented to the City for reimbursement. Parts and materials provided by the contractor shall be reimbursed at cost plus percentage (%) mark-up as indicated on the bid form. ***Material and parts shall not exceed 15%.***

END OF DOCUMENT

RFP 24-04-02-CM - Fire Alarm Panels Replacement & System Upgrades for Fire Stations

Evaluation and Ranking

VENDOR		Canseco Electrical Contractor's Inc.			Johnson Controls Security Solutions LLC			Everon, LLC		
Criteria No.	**Points**	**Evaluator No.1**	**Evaluator No.2**	**Evaluator No.3**	**Evaluator No.1**	**Evaluator No.2**	**Evaluator No.3**	**Evaluator No.1**	**Evaluator No.2**	**Evaluator No.3**
1	Qualifications of the Firm, Key Personnel. Demonstrated experience as it relates to this RFP. Provide a complete company background and history, including but not limited to number of years in business, credentials, licenses, certifications, number of employees, an organizational chart identifying key staff members, their level of responsibility, their job titles. Qualifications on Similar Projects.Possible Points: 25	22	24	24	12	18	11	12	13	11
2	Technical Proposal / Methodology & Service Delivery.Firm's Technical Response to RFP's Scope of Service. Explain the Scope of Services as understood by the proposer and detail the approach taken to identify mobilization, operational plans, work procedures, emergency response, and their processing system to support the needs and objectives of the scope of services as described in this RFP. Provide a detailed summary of how the proposer intends to provide schedule control, cost proposals, job supervision and quality control for services specified in this RFP. Explain firm's approach to resolution of issues. Provide detailed information about training and Customer Service. Possible Points: 25	20	18	20	10	20	13	10	10	10
3	References. Provide list of recent clients over the past 5 years. Provide scope of work for each client. Include contact information and verifiable references for projects of similar size, scope and complexity that have been completed by your firm within the last five years. Possible Points: 20	20	20	20	10	10	10	20	18	20
4	Available Resources and Capacity Provide detail information about the location of the current and projected workloads of the proposer. Demonstrate that the proposer has the proper resources needed to fulfill the delivery of services, including but not limited to staffing, response time, equipment and material for an evaluation of firm's capacity to deliver the required services. Possible Points: 15	15	13	14	10	11	8	10	8	8
5	Cost Proposal (Pricing). Provide the fees proposed for all services needed under the RFP.The Cost Proposal will be evaluated on the hourly rates submitted on the cost proposal form. Price Point Methodology (A/B x C = D), Lowest Price=A, Proposer's Price=B, Total Possible Points for Price=C, Points Earned by Proposer=D. (See Price Schedule). Possible Points: 15	PUR	PUR	PUR	PUR	PUR	PUR	PUR	PUR	PUR
	Total Points - without pricing points	**77**	**75**	**78**	**42**	**59**	**42**	**52**	**49**	**49**
	Average Points - without pricing points		76.67			47.67			50.00	
	Pricing Points		5.90 **			15.00			14.16	
	TOTAL POINTS		**82.57**			**62.67**			**64.16**	
	Proposed Price		*$399,998.00			$277,820.59			$294,228.55	

RANKING

1 - Canseco Electrical Contractors, Inc.
2- Everon, LLC
3 - Johnson Controls Security Solutions LLC

*Negotiated price

** Points based on initial pricing submitted

DIVISION OF CORPORATIONS

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Profit Corporation
CANSECO ELECTRICAL CONTRACTORS, INC.

Filing Information

Document Number	P02000045310
FEI/EIN Number	75-3049378
Date Filed	04/25/2002
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	02/16/2012
Event Effective Date	NONE

Principal Address

2385 NW 70th Ave. Unit A-3
Miami
Miami, FL 33122

Changed: 01/17/2022

Mailing Address

8567 Coral Way #395
Miami, FL 33155

Changed: 03/19/2020

Registered Agent Name & Address

CANSECO, BARBARA M
2385 NW 70th Ave. Unit A-3
Miami, FL 33122

Name Changed: 01/15/2010

Address Changed: 01/17/2022

Officer/Director Detail

Name & Address

Title President

CANSECO, BARBARA M
2385 NW 70th Ave. Unit A-3
Miami, FL 33122

Title Secretary

CANSECO, RAMON V
2385 NW 70th Ave. Unit A-3
Miami, FL 33122

Title President

CANSECO, BARBARA M
2385 NW 70th Ave. Unit A-3
Miami, FL 33122

Title Director

Canseco, Ramon Jr
2385 NW 70th Ave. Unit A-3
Miami
Miami, FL 33122

Annual Reports

Report Year	Filed Date
2022	01/17/2022
2023	03/02/2023
2024	04/10/2024

Document Images

04/10/2024 -- ANNUAL REPORT	View image in PDF format
03/02/2023 -- ANNUAL REPORT	View image in PDF format
01/17/2022 -- ANNUAL REPORT	View image in PDF format
04/21/2021 -- ANNUAL REPORT	View image in PDF format

03/19/2020 -- ANNUAL REPORT	View image in PDF format
03/18/2019 -- ANNUAL REPORT	View image in PDF format
01/14/2018 -- ANNUAL REPORT	View image in PDF format
02/22/2017 -- ANNUAL REPORT	View image in PDF format
01/27/2016 -- ANNUAL REPORT	View image in PDF format
03/10/2015 -- ANNUAL REPORT	View image in PDF format
02/04/2014 -- ANNUAL REPORT	View image in PDF format
01/28/2013 -- ANNUAL REPORT	View image in PDF format
02/27/2012 -- ANNUAL REPORT	View image in PDF format
02/16/2012 -- Amendment	View image in PDF format
01/17/2011 -- ANNUAL REPORT	View image in PDF format
01/15/2010 -- ANNUAL REPORT	View image in PDF format
01/20/2009 -- ANNUAL REPORT	View image in PDF format
01/07/2008 -- ANNUAL REPORT	View image in PDF format
06/02/2007 -- ANNUAL REPORT	View image in PDF format
03/21/2007 -- ANNUAL REPORT	View image in PDF format
01/11/2006 -- ANNUAL REPORT	View image in PDF format
01/25/2005 -- ANNUAL REPORT	View image in PDF format
02/20/2004 -- ANNUAL REPORT	View image in PDF format
08/15/2003 -- ANNUAL REPORT	View image in PDF format
04/25/2002 -- Domestic Profit	View image in PDF format

AGENDA ITEM REQUEST

Originating Department: Utilities

Item Title: Amendment

Item Number: 4L **Meeting Date:** 8/12/2025

City Reference Number (C#): C25191

Item Description:

A Resolution of the City of Sunrise, Florida, approving a "Third Amendment to Standard Project Agreement between the City of Sunrise and Walters Zackria Associates, PLLC" for the Civic Center Phase II Improvements Project;" and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

ATY Resolution - C25191

Third Amendment to Standard Project Agreement
Second Amendment to Standard Project Agreement
First Amendment to Standard Project Agreement
Standard Project Agreement

Background:
On February 25, 2020, the City Commission approved a Standard Project Agreement between the City of Sunrise and Walters Zackria Associates, PLLC (WZA) for the Civic Center Phase II Improvements Project. The scope of work includes various items including the design for the West Wing HVAC System and Controls Replacement, East and West Wing Fire Alarm System Replacement, Architectural Services, and Construction Administration.

Unforeseen lead times in procuring equipment from manufacturers delayed the start of construction and required extensions to the original project agreement. Additionally, several unexpected field changes necessitated plan revisions and additional work. These impacts extended the project schedule and required corresponding extensions to WZA's agreement.

The project agreement was set to expire on February 25, 2023, and was extended through two one-year renewals executed by the Director of Utilities, which extended the expiration date to February 25, 2025. The First Amendment, approved by the City Manager on December 31, 2024, included additional construction administration services. The Second Amendment, approved by the Commission on January 28, 2025, provided additional time for the extended construction schedule and is set to expire on August 24, 2025.

The project is currently substantially complete, with the contractor addressing final punch list items and working towards closing out all of the permits. This Third Amendment extends the term of the project agreement to February 20, 2026, to allow the Consultant time to assist with closeout documents and review the remaining punch list items. WZA is not requesting any additional compensation associated with this Second Amendment.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Aleksis Feirvezers, Project Manager Phone: 954-888-6050

Department Head Name and Title:

Rodrigo de Castro, P.E. Director of Utilities

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "THIRD AMENDMENT TO STANDARD PROJECT AGREEMENT BETWEEN THE CITY OF SUNRISE AND WALTERS ZACKRIA ASSOCIATES, PLLC" FOR THE CIVIC CENTER PHASE II IMPROVEMENTS PROJECT;" AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 25, 2020, via Resolution No. 20-20, the Sunrise City Commission approved a Project Agreement with Walters Zackria Associates, PLLC (Walters Zackria) for the Civic Center Phase II Improvements Project; and

WHERAS, in 2024, the parties entered into a First Amendment to the Project Agreement to provide additional construction administration services; and

WHERAS, in 2025, the parties entered into a Second Amendment to the Project Agreement to extend the term to August 24, 2025 to provide additional time for the extended construction schedule; and

WHEREAS, the parties desire to extend the term of the Project Agreement to February 20, 2026 to allow Walters Zackria time to assist with closeout documents and review the remaining punch list items.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. The "Third Amendment to Standard Project Agreement between the City of Sunrise and Walters Zackria Associates, PLLC" (Third Amendment) for the Civic Center Phase II Improvements Project is hereby approved. A copy of the Third Amendment is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. The Mayor is hereby authorized to execute the Third Amendment.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

Third Amendment To

Standard Project Agreement

Between

THE CITY OF SUNRISE

And

Walters Zackria Associates, PLLC

This Third Amendment ("Third Amendment") to the Standard Project Agreement between the City of Sunrise and Walters Zackria Associates, PLLC for Professional Architectural Services for the Civic Center Phase II Improvements Project dated February 25, 2020, is between the City of Sunrise, a municipal corporation ("CITY") and Walters Zackria Associates, PLLC ("CONSULTANT").

WHEREAS, on February 24, 2015, the CITY and CONSULTANT entered into a continuing services agreement; and

WHEREAS, a Standard Project Agreement, dated February 25th, 2020, was entered into between the City of Sunrise and Walters Zackria Associates, PLLC. for Professional Architectural Services for the Civic Center Phase II Improvements Project, as authorized under the "Standard Project Agreement"; and

WHEREAS, on February 7, 2023, the parties exercised the first one-year renewal which expires on February 25, 2024; and

WHEREAS, on January 16, 2024, the parties exercised the second one-year renewal which expires on February 25, 2025; and

WHEREAS, on December 31, 2024, the parties executed the First Amendment to Standard Project Agreement between the City of Sunrise and Walters Zackria Associates, PLLC for Professional Architectural Services for the Civic Center Phase II Improvements Project dated February 25, 2020; and

WHEREAS, on January 28, 2025, the parties executed the Second Amendment to Standard Project Agreement between the City of Sunrise and Walters Zackria Associates, PLLC for Professional Architectural Services for the Civic Center Phase II Improvements Project dated February 25, 2020; and

WHEREAS, the parties wish to amend the Standard Project Agreement to extend the Agreement term and increase time as set forth in the Amendment to Exhibit "B".

NOW THEREFORE, in consideration of the mutual covenants and obligations created hereby, as well as other good and valuable considerations, the parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made part of this Third Amendment.

2. Under SECTION 7 TERM

Amend Section 7.1 to add the language in underline and delete the language in strikethrough, as follows:

7.1 This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect **until February 20, 2026** ~~until August 24, 2025~~, unless otherwise terminated pursuant to Section 8.1 or 8.2, or other applicable sections of this Project Agreement. No further extensions of this Project Agreement shall be effective unless authorized by City Commission action.

3. Exhibit "B" – PROJECT SCHEDULE in the Standard Project Agreement is hereby amended to include additional time as described in the Amendment to Exhibit "B" which is attached hereto and incorporated in this Third Amendment.

4. Conflicting Terms. In the event the terms of this Third Amendment conflict with those of the Project Agreement, the terms of this Third Amendment shall govern. All other terms of the Project Agreement shall remain and continue in full force and effect.

5. Captions. The captions of this Third Amendment are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions of this Amendment.

6. Effective Date. This Third Amendment shall be effective on the date executed by the Mayor and shall continue in full force and effect through the date identified herein.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Third Amendment on the respective dates under each signature: the CITY, signing by and through its Mayor, attested to by its City Clerk, duly authorized to execute same and by Walters Zackria Associates, PLLC by and through its President Architect duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By:_____
Mayor Michael J. Ryan

____day of_____, 2025.

AUTHENTICATION:

_____
City Clerk

(SEAL)

Approved as to form for the CITY:

By:_____
Thomas P. Moss
City Attorney

CONSULTANT

WALTERS ZACKRIA ASSOCIATES, PLLC

By:_____
Abbas Zackria, AIA
President

_____day of_____, 2025.

AUTHENTICATE:

_____

_____
Title

(CORPORATE SEAL)

WITNESSE___

AMENDMENT TO
EXHIBIT "B"

PROJECT SCHEDULE

• Site Documentation	30 days
• Design and Evaluation Report	90 days
• Pre-bid Permitting/Staff Review	60 days
• Bidding	60 days
• Contractor Permitting	90 days
• Construction Administration	540 ~~360~~ days

Total 870 ~~690~~ days

CITY CLERK
CITY OF SUNRISE

2025 JAN 29 PM 3:45

Second Amendment To

Standard Project Agreement

Between

THE CITY OF SUNRISE

And

Walters Zackria Associates, PLLC

This Second Amendment ("Second Amendment") to the Standard Project Agreement between the City of Sunrise and Walters Zackria Associates, PLLC for Professional Architectural Services for the Civic Center Phase II Improvements Project dated February 25, 2020, is between the City of Sunrise, a municipal corporation ("CITY") and Walters Zackria Associates, PLLC ("CONSULTANT").

WHEREAS, on February 24, 2015, the CITY and CONSULTANT entered into a continuing services agreement; and

WHEREAS, a Standard Project Agreement, dated February 25th, 2020, was entered into between the City of Sunrise and Walters Zackria Associates, PLLC. for Professional Architectural Services for the Civic Center Phase II Improvements Project, as authorized under the "Standard Project Agreement"; and

WHEREAS, on February 7, 2023, the parties exercised the first one-year renewal which expires on February 25, 2024; and

WHEREAS, on January 16, 2024, the parties exercised the second one-year renewal which expires on February 25, 2025; and

WHEREAS, on December 31, 2024, the parties executed the First Amendment to Standard Project Agreement between the City of Sunrise and Walters Zackria Associates, PLLC for Professional Architectural Services for the Civic Center Phase II Improvements Project dated February 25, 2020; and

WHEREAS, the parties wish to amend the Standard Project Agreement to extend the Agreement term and increase time as set forth in the Amendment to Exhibit "B".

NOW THEREFORE, in consideration of the mutual covenants and obligations created hereby, as well as other good and valuable considerations, the parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made part of this Second Amendment.

2. Under SECTION 7 TERM

   Amend Section 7.1 to add the language in underline and delete the language in strikethrough, as follows:

   7.1 This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect **until August 24,**

2025 ~~for a period of three years from the date of execution hereof~~, unless otherwise terminated pursuant to Section 8.1 or 8.2, or other applicable sections of this Project Agreement. ~~The CITY'S Utility Director may extend the term of this Project Agreement through written notification to the CONSULTANT. Such extension shall not exceed two, one-year terms.~~ No further extensions of this Project Agreement shall be effective unless authorized by City Commission action.

3. Exhibit "B" – PROJECT SCHEDULE in the Standard Project Agreement is hereby amended to include additional time as described in the Amendment to Exhibit "B" which is attached hereto and incorporated in this Second Amendment.

4. Conflicting Terms. In the event the terms of this Second Amendment conflict with those of the Project Agreement, the terms of this Second Amendment shall govern. All other terms of the Project Agreement shall remain and continue in full force and effect.

5. Captions. The captions of this Second Amendment are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions of this Amendment.

6. Effective Date. This Second Amendment shall be effective on the date executed by the Mayor and shall continue in full force and effect through the date identified herein.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Second Amendment on the respective dates under each signature: the CITY, signing by and through its Mayor, attested to by its City Clerk, duly authorized to execute same and by Walters Zackria Associates, PLLC by and through its President Architect duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By:_____
Mayor Michael J. Ryan

28 day of January, 2025.

AUTHENTICATION:

_____
City Clerk
Felicia M. Bravo, City Clerk

(SEAL)

Approved as to form for the CITY:

By:_____
Thomas P. Moss
City Attorney

SECOND AMENDMENT TO THE STANDARD PROJECT AGREEMENT BETWEEN THE CITY AND WALTERS ZACKRIA ASSOCIATES, PLLC – CIVIC CENTER PHASE II IMPROVEMENTS

CONSULTANT

WALTERS ZACKRIA ASSOCIATES, PLLC

By: _____
Abbas Zackria, AIA
President

21 day of January, 2025.

AUTHENTICATE:

Anino De Santos

Sr. Architect
Title

(CORPORATE SEAL)

WITNESSE

AMENDMENT TO
EXHIBIT "B"

PROJECT SCHEDULE

• Site Documentation	30 days
• Design and Evaluation Report	90 days
• Pre-bid Permitting/Staff Review	60 days
• Bidding	60 days
• Contractor Permitting	90 days
• Construction Administration	360 ~~180~~ days

Total 690 ~~**510**~~ **days**

First Amendment To

Standard Project Agreement

Between

THE CITY OF SUNRISE

And

Walters Zackria Associates, PLLC

This First Amendment ("First Amendment") to the Standard Project Agreement between the City of Sunrise and Walters Zackria Associates, PLLC for Professional Architectural Services for the Civic Center Phase II Improvements Project dated February 25, 2020, is between the City of Sunrise, a municipal corporation ("CITY") and Walters Zackria Associates, PLLC ("CONSULTANT").

WHEREAS, on February 24, 2015, the CITY and CONSULTANT entered into a continuing services agreement; and

WHEREAS, a Standard Project Agreement, dated February 25th, 2020, was entered into between the City of Sunrise and Walters Zackria Associates, PLLC. for Professional Architectural Services for the Civic Center Phase II Improvements Project, as authorized under the "Standard Project Agreement"; and

WHEREAS, on February 7, 2023, the parties exercised the first one-year renewal which expires on February 25, 2024; and

WHEREAS, on January 16, 2024, the parties exercised the second one-year renewal which expires on February 25, 2025; and

WHEREAS, the parties wish to amend the Standard Project Agreement to revise the Scope of Services set forth in the Addendum to Exhibit 'A" and to increase the cost.

NOW THEREFORE, in consideration of the mutual covenants and obligations created hereby, as well as other good and valuable considerations, the parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made part of this First Amendment.

2. Under SECTION 5 BASIS OF COMPENSATION

   Amend Section 5 of the Standard Project Agreement to add the language in underline and delete the language in strikethrough as follows:

   5.1 The CITY shall compensate the CONSULTANT for services rendered pursuant to paragraphs 2.3 through 2.6 and Exhibit A, Scope of Services, of this Project Agreement by payment of the fixed sum of: **$193,040.00** ~~**$174,140.**~~

   Amend Section 5.2 of the Standard Project Agreement to add the language in underline and delete the language in strikethrough as follows:

   5.2 Payment to the CONSULTANT of the sum set forth in paragraph 5.1 shall be allocated as follows:

MEP Design – West Wing HVAC system and controls.....$31,100 (16~~18~~%)

MEP Original Fire Alarm system replacement.....$17,600 (9~~10~~%)

Architectural Services – Predesign through Contract Award...$76,720 (40~~44~~%)

Architectural Services – Construction Phase Services...$57,620 ~~$38,720~~ (30~~22~~%)

Reimbursable Expenses.....$10,000 (5~~6~~%)

3. Exhibit "A" – Scope of Services in the Project Agreement is hereby amended to include additional services as described in the Addendum to Exhibit "A" which is attached hereto and incorporated in this First Amendment.

4. Amendment to Agreement. Section 11 "Prohibited Telecommunications Equipment", Section 12 "Antitrust Violations", and Section 13 "Scrutinized Company" are hereby added to the Agreement with the following language:

SECTION 11 PROHIBITED TELECOMMUNICATIONS EQUIPMENT

10.1 CONSULTANT represents and certifies that it and all its subcontractors do not use any equipment, system, or service 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 such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. CONSULTANT represents and certifies that it and all its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of this Agreement.

SECTION 12 ANTITRUST VIOLATIONS

11.1. The CONSULTANT has a continuous duty to disclose to the CITY if it or any of its affiliates (as defined by Section 287.137(1)(a), Florida Statutes) are placed on the Antitrust Violator Vendor List. A person or an affiliate who has been placed on the Antitrust Violator Vendor List following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or CONSULTANT under a new contract with a public entity; and may not transact new business with a public entity. By entering into this Agreement, CONSULTANT certifies that neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the CITY consistent with Section 287.137, Fla. Stat. as

amended.

SECTION 13 SCRUTINIZED COMPANY

12.1 Pursuant to Section 287.135, Florida Statutes, CONSULTANT certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

12.2 Pursuant to Section 287.135, Florida Statutes, in the event the Contract is for one million dollars or more, CONSULTANT certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List created pursuant to Section 215.473, Florida Statutes; and CONSULTANT further certifies that it is not engaged in business operations in Cuba or Syria.

12.3 Pursuant to Section 287.135, Florida Statutes, CITY may, at the option of the CITY Commission, terminate this Contract if CONSULTANT is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List; has been placed on the Scrutinized Companies with Activities in the Iran List created pursuant to Section 215.473, Florida Statutes; or has been engaged in business operations in Cuba or Syria.

5. Conflicting Terms. In the event the terms of this First Amendment conflict with those of the Project Agreement, the terms of this First Amendment shall govern. All other terms of the Project Agreement shall remain and continue in full force and effect.

6. Captions. The captions of this First Amendment are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions of this Amendment.

7. Effective Date. This First Amendment shall be effective on the date executed by the City Manager and shall continue in full force and effect through the date identified herein.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment on the respective dates under each signature: The CITY, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Walters Zackria Associates, PLLC by and through its President Architect duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

SFD 12/30/24

By:_____
City Manager Mark S. Lubelski

31 day of December, 2024.

12-17-24

CONSULTANT

WALTERS ZACKRIA ASSOCIATES, PLLC

By: _____
Abbas Zackria, AIA
President

11 day of December, 2024.

AUTHENTICATE:

Anna Di Santis

Sr. Architect
Title

(CORPORATE SEAL)

WITNESSES:

_____

_____

WALTERS WA ZACKRIA

ARCHITECTS

ADDENDUM TO EXHIBIT "A"

November 7, 2024

Mr. Alan Gavazzi, A.I.A
Capital Projects Director
777 Sawgrass Corporate Parkway
Sunrise, FL 33325

Re: **Architectural Services Proposal – Contract Amendment #1**
FA and HVAC System Replacement
Sunrise Civic Center – East and West Section
10610 W Oakland Park Blvd, Sunrise, FL 33351

Dear Mr. Gavazzi,

The firm of Walters Zackria Associates, PLLC proposes the following scope of work and fee schedule for the Civic Center FA and HVAC System Replacement due to the length of construction extending beyond the expected completion date. Change order work associated with the additional fire alarm system scope and electrical plan revisions for roof exhaust fans have impacted the critical path and extended the substantial completion date. The project will include Additional Services for the continuation of the Construction Phase, which includes Construction Administration from October 2024 through the end of March 2025. WZA will keep track of the hours and notify the City if the monthly hour allowance is anticipated to be exceeded.

The project will include the following service tasks:

Architectural Services – Construction Phase Services – Limited Construction Administration

During the construction phase of the project, WZA and its consultants shall provide limited construction administration services for the City and contractor on an as-needed basis. Construction administration services are based on the attached breakdown of hourly allowance for construction duration through March 2025. Hourly allowance includes 102 hours total: 17 hours per month, 4.25 hours per week for the duration of six (6) months of Construction Phase Services.

COMPENSATION:

Compensation for professional consulting Architectural and Engineering services as described herein shall be on a lump sum basis in accordance with the AGREEMENT. The fee breakdown is as follows:

TASK	FEE
MEP Subconsultant - Construction Phase Services	$3,000.00
Architectural Services – Construction Phase Services	$15,900.00
TOTAL AMOUNT – Amendment 1	**$18,900.00**

Sincerely,

Abbas H. Zackria, RA, CDT, LEED AP
Principal Architect

City of Sunrise

Date Approved

Sunrise Civic Center West FA and HVAC - Amendment 1
HOURLY TASK BREAKDOWN

TOTAL = $18,900.00

11/7/2024	Principal Architect	Project Architect	CAD Operator Level 1	Administrative	Subconsultant		
MEP Services							
MEP Subconsultant - Construction Phase Services					$3,000.00	$3,000.00	Total
Archtitectural Services							
Architectural - Construction Phase Services							
Construction Administration	12	90					
Subtotal	12	90	0	0			
Rate	$200.00	$150.00	$110.00	$95.00			
Total	$2,400.00	$13,500.00	$0.00	$0.00		$15,900.00	Total

CITY CLERK
CITY OF SUNRISE
2020 FEB 26 AM 10:32

RECEIVED
FEB 28 2020
UTILITIES

STANDARD PROJECT AGREEMENT

Between

THE CITY OF SUNRISE

And

WALTERS ZACKRIA ASSOCIATES, PLLC

Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise ("CITY") and Walters Zackria Associates, PLLC ("CONSULTANT") for Professional Architectural Services (hereinafter referred to as "Continuing Services Agreement") dated February 24, 2015, this Project Agreement authorizes the CONSULTANT to provide the services as set forth below which are identified as Item 36 in Exhibit A "Project List" of the Continuing Services Agreement:

Civic Center Phase II Improvements Project

This Project Agreement shall be effective on the date it is executed by the last party to execute it. The CITY and the CONSULTANT hereby agree as follows:

SECTION 1 – INCORPORATION OF CONTINUING SERVICES AGREEMENT

1.1 All terms and conditions of the "Continuing Services Agreement" (Continuing Services Agreement) between the CITY and the CONSULTANT dated February 24, 2015, not specifically modified by this Project Agreement shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference as though set forth in full.

SECTION 2 CONSULTANT'S BASIC DUTIES TO CITY

2.1 By executing this Project Agreement, the CONSULTANT represents to the CITY that the CONSULTANT is professionally qualified to act as the consultant for the project (hereinafter referred to as "the Project") and is licensed to practice Architecture by all public entities having jurisdiction over the CONSULTANT and the Project. The CONSULTANT further represents to the CITY that the CONSULTANT will maintain all necessary licenses, or other authorizations necessary to act as CONSULTANT for the Project until CONSULTANT'S duties hereunder have been completed. The CONSULTANT shall be responsible for providing all necessary subconsultants required for the successful completion of the work as outlined in Exhibit A, Scope of Services. The CONSULTANT assumes full responsibility to the CITY for the improper acts, negligence, and omissions of its subconsultants, and of all others employed or retained by the CONSULTANT in connection with the Project.

2.2 Execution of this Project Agreement by the CONSULTANT constitutes a representation that the CONSULTANT has become familiar with the Project site and the local conditions under which the Project is to be implemented.

2.3 SCHEMATIC DESIGN

2.3.1 The CONSULTANT shall review and examine the information, including any desired schedule and budgetary requirements, furnished by the CITY to understand the requirements of the Project and shall review its understanding of such requirements with the CITY.

2.3.2 The CONSULTANT shall furnish to the CITY a preliminary written evaluation of such information in light of any Project budget requirements.

2.3.3 The CONSULTANT shall review and discuss with the CITY any alternative approaches to design and construction of the Project.

2.3.4 The CONSULTANT shall prepare and submit to the CITY for review schematic design documents consisting of drawings and other documents illustrating the scale and relationship of proposed Project components. The CONSULTANT shall be responsible for furnishing a legal description and any necessary survey(s) of the site, including, as may be reasonably required, locations, dimensions and necessary data pertaining to existing buildings and other improvements; and information concerning available service and utility lines above and below grade, including inverts and depths.

2.4 DESIGN DEVELOPMENT

2.4.1 Based on the schematic design documents and any adjustments to that design, the proposed schedule, or Project budget authorized by the CITY, the CONSULTANT shall prepare and submit to the CITY for review, design development documents consisting of drawings and other documents to fix and describe the size and character of the Project as to civil, architectural, structural, mechanical and electrical systems; materials and such other elements as may be appropriate.

2.5 CONSTRUCTION DOCUMENTS

2.5.1 Upon the CITY'S authorization, the CONSULTANT shall prepare Construction Documents consisting of drawings and specifications setting forth in detail the requirements for construction of the Project. Such Construction Documents shall be project specific and shall be accurate, coordinated and adequate for construction, and shall be in conformity and comply with all applicable law, codes, standards, and regulations. Products specified for use shall be readily available unless specifically authorized by the CITY.

2.5.2 The CONSULTANT shall prepare an estimate of probable construction costs and furnish same to the CITY.

2.5.3 The CONSULTANT shall assist the CITY in preparing and filing all documents necessary to obtain the approval of authorities having jurisdiction over the Project.

2.5.4 The CONSULTANT shall be responsible for the preparation of bid packages to be made available for distribution to all prospective bidders. Such packages shall include copies of all relevant plans, specifications, and other documents upon which the bidding is to be based. The CONSULTANT shall make copies of complete bid packages available at its office nearest to the project site during normal business hours for all

prospective bidders. The CONSULTANT shall be reimbursed by the CITY for the actual cost of reproduction of the documents contained within the bid package as a reimbursable item pursuant to the terms of Section 6.2.

2.5.5 In the event that there are amendments to the bid packages, amendments to any of the documents contained with the bid packages, or any clarifications issued during the bidding process, the CONSULTANT shall prepare for the CITY'S approval written addenda as appropriate to interpret, clarify or expand the Bidding Documents. The CONSULTANT shall make such documents available to all prospective bidders in a manner acceptable to the CITY, and shall be reimbursed for the actual costs of reproduction at the same rate specified in Section 2.5.4. There shall be no additional charges for amendments or clarifications other than as provided in Section 2.5.4.

2.5.6 The CONSULTANT shall coordinate with the CITY during the bidding process and be available to address bidders' questions and comments at any time during the bidding process. The CONSULTANT shall attend the pre-bid meeting, which will be held at a location as specified by the CITY.

2.5.7 The CONSULTANT shall be available as necessary to assist the CITY in the evaluation of all bids received for determination of compliance with the bidding requirements. The CONSULTANT shall not be responsible for performing any investigations or reference checks regarding bidders, nor shall it be responsible for determining whether a bid is responsive or a bidder is responsible; however, the CONSULTANT shall assist the CITY as necessary in making such determination.

2.5.8 The CONSULTANT will investigate, study and analyze any proposed substitutions of materials or equipment and shall advise the CITY with respect to same.

2.6 ADMINISTRATION OF CONSTRUCTION

2.6.1 The CONSULTANT shall perform those duties and discharge those responsibilities set forth herein in Paragraphs 2.6.2 through 2.6.13. Furthermore, the CONSULTANT shall perform and be responsible for all services requested of the CONSULTANT by the CITY relating to the interpretation and implementation of the CONSULTANT'S drawings, specifications, or other Contract Documents prepared by the CONSULTANT.

2.6.2 The CONSULTANT shall represent the CITY during construction and shall facilitate all instructions and other appropriate communications between the CITY and the Contractor, which shall be communicated through the CONSULTANT. The CONSULTANT shall act on behalf of the CITY only to the extent provided herein and in the Construction Contract.

2.6.3 Upon receipt, the CONSULTANT shall carefully review and examine the Contractor's Schedule of Values, together with any supporting documentation or data which the CITY or the CONSULTANT may require from the Contractor. The purpose of such review and examination will be to protect the CITY from an unbalanced Schedule of Values which allocates greater value to certain elements of the Work than is indicated by the supporting documentation or data or, than is reasonable under the circumstances. If the Schedule of Values is not found to be appropriate, or if the supporting documentation or data is deemed to be inadequate, and unless the CITY directs the

CONSULTANT to the contrary in writing, the Schedule of Values shall be returned to the Contractor for revision or supporting documentation or data. After making such examination, if the Schedule of Values is found to be appropriate as submitted, or if necessary, as revised, the CONSULTANT shall sign the Schedule of Values thereby indicating its informed belief that the Schedule of Values constitutes a reasonable, balanced basis for payment of the Contract Price to the Contractor. The CONSULTANT shall not sign such Schedule of Values in the absence of such belief unless directed to do so, in writing, by the CITY.

2.6.4 The CONSULTANT shall observe the Work of the Contractor on a periodic basis. The purpose of such observations will be to determine the quality, quantity and progress of the Work in comparison with the requirements of the Construction Documents and Contract. In making such observations, the CONSULTANT shall exercise care to protect the CITY from defects or deficiencies in the Work, from unexcused delays in the schedule and from overpayment to the Contractor. Following each such site visits the CONSULTANT shall submit a written report of such observations, together with any appropriate comments or recommendations, to the CITY. The CONSULTANT shall not be responsible for any construction means, methods, sequences, or procedures for performing any construction activities.

2.6.5 The CONSULTANT shall determine amounts owed to the Contractor based upon observations of the Work as required in Subparagraph 2.6.4, evaluations of the Contractor's rate of progress in light of the remaining Contract Time and upon evaluations of the Contractor's Applications for Payment, and shall issue Certificates for Payment to the CITY in such amounts.

2.6.6 The issuance of a Certificate for Payment shall constitute a representation by the CONSULTANT to the CITY that the CONSULTANT has made an observation of the Work as provided in Subparagraph 2.6.4, that the Work has progressed to the level indicated, that the quality of the Work meets or exceeds the requirements of the Construction Contract and that to the best of the knowledge, information and informed belief of the CONSULTANT, the Contractor is entitled to payment of the amount certified; however, the issuance of a Certificate of Payment shall not constitute a representation that the CONSULTANT has made an examination to ascertain how the Contractor has used the monies paid by the CITY.

2.6.7 The CONSULTANT shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The CONSULTANT shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

2.6.8 The CONSULTANT shall reject work which does not conform to the Contract Documents unless directed by the CITY, in writing, not to do so. If directed by the CITY not to reject work, the CITY shall be responsible for the results of such direction. The CONSULTANT shall have the authority to reject work which affects public or personnel safety. Whenever, in the CONSULTANT'S opinion, it is necessary or advisable, the CONSULTANT shall require special inspection or testing of the Work in accordance with the provisions of the Construction Contract whether or not such Work is fabricated, installed or completed.

2.6.9 The CONSULTANT shall review and take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples. Appropriate action by the CONSULTANT of the Contractor's submittal shall constitute the CONSULTANT'S representation to the CITY that such submittal is in conformance with the Construction Documents and Contract, but does not hold the CONSULTANT responsible for the accuracy and completeness of details such as dimensions and quantities, or for substantiating instruction for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay to the Contractor of the Project.

2.6.10 The CONSULTANT shall review, and advise the CITY, concerning proposals and requests for Change Orders from the Contractor. The CONSULTANT shall prepare Change Orders for the CITY'S approval and execution in accordance with the Construction Contract, and shall have authority to order, by Field Order, minor changes in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time.

2.6.11 The CONSULTANT shall conduct a site visit to determine the date of Substantial Completion and the date of Final Completion. As part of that process, CONSULTANT shall receive and forward to the CITY for the CITY'S review all written warranties and related documents and operating manuals required by the Construction Contract. Contractor shall issue a final Certificate for Payment when called for by the Contract for Construction.

2.6.12 The CONSULTANT shall, without additional compensation, promptly correct any errors, omissions, deficiencies, or conflicts in its plans and specifications.

2.6.13 The CONSULTANT shall visit the site as needed but not less than one time per month, including site visits for verification of the Contractor's monthly pay request, to observe the entire construction operation, for the term of construction as noted in Section 2.8.1. A report outlining the details of each site visit shall be furnished to the CITY within three (3) days of the required site visit. The CITY must be informed of any site visits, so that they have the opportunity to be included in the visit.

2.7 ADDITIONAL SERVICES

The following services of the CONSULTANT are not included in Paragraphs 2.3 through 2.6, nor in Exhibit A, Scope of Services. Nevertheless, the CONSULTANT shall provide such services as related to the project if authorized in writing by the CITY prior to the performance or furnishing of same, and, unless otherwise specified in this Contract, said services shall be paid for by the CITY as provided hereinafter.

2.7.1 Providing services to perform an extraordinary examination or investigation of existing conditions or to make measured drawings, or to verify the accuracy or other information provided by the CITY.

2.7.2 Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written direction by the CITY previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated, or are due to other

causes not within the control or responsibility of the CONSULTANT, either in whole or in part.

2.7.3 Preparing drawings, specifications and supporting data in connection with Change Orders, provided that such Change Orders are issued by the CITY due to causes not within the control or responsibility of the CONSULTANT, either in whole or in part.

2.7.4 Providing services concerning repair or replacement of Work damaged by fire or other cause during construction provided that such services are required by causes not the responsibility of the CONSULTANT, either in whole or in part.

2.7.5 Providing services made necessary solely by the default of the Contractor or defects or deficiencies in the Work of the Contractor.

2.8 SERVICE SCHEDULE

2.8.1 The CONSULTANT shall perform its services expeditiously. The CONSULTANT shall submit for the CITY'S approval a schedule for the performance for the CONSULTANT'S services which shall include allowance for time required for the CITY'S review of submissions and for approvals of authorities have jurisdiction over the Project. The CITY shall review and approve or reject any schedules submitted by the CONSULTANT within five (5) working days of said submittal. If, in the event that construction of the Project is suspended for more than thirty (30) days, the CONSULTANT shall also suspend Construction Administration Services upon request of CITY. Any time spent on the Project at the request of the CITY or on the CITY'S behalf during this suspension shall be additional services and shall be paid based on the Standard Hourly Rates attached to this contract. The reasonable term of construction upon which the fees for Construction Administration in this contract are based, shall be extended to include the period of construction suspension. This schedule, when approved by the CITY, shall not, except for cause, be exceeded by the CONSULTANT. In the event the CITY rejects any schedules submitted by the CONSULTANT, the CONSULTANT shall submit a revised schedule within forty-eight (48) hours of said rejection. Submission of a schedule acceptable to the CITY and to which the CITY makes no objection shall be a condition precedent for any payment to the CONSULTANT.

2.8.2 Upon receipt of the Notification of Commencement and the fully executed Purchase Order, the CONSULTANT shall commence services to the CITY on the Commencement Date, and shall continuously perform services to the CITY, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this Agreement as part of EXHIBIT "B". The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the project, which ever shall last occur, shall constitute the Contract Time.

2.8.3 NOT USED

2.8.4 No Damages for Delay: The CONSULTANT shall not be entitled to any claim for damages including, but not limited to , loss of profits, loss of use, home office overhead expenses, equipment rental and similar costs on account of delays in the progress of the

Project from any cause or national disaster or emergency, unusual delay in deliveries, unusual delay in procuring permits, differing site conditions, unavoidable casualties or other cause beyond the CONSULTANT'S control, or by delay authorized by the CITY, or by other causes which the CONSULTANT determines may justify delay. The CONSULTANT'S sole recovery and remedy for any such delay shall be a reasonable extension of time and a revision to the Project Schedule as determined by the CITY. However, additional costs to the CONSULTANT or delays in the CONSULTANT'S performance caused by improperly time activities shall not be the basis for granting a time extension. If the CONSULTANT wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the CITY within ten (10) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The CITY'S representative shall determine whether or not the CONSULTANT is entitled to a time extension for the delay. The failure of the CONSULTANT to give such notice shall constitute a waiver of any claim under this section.

2.8.5 Notwithstanding the provisions of paragraph 2.8.4, in the event that the Contractor fails to substantially complete the Project on or before the substantial completion date specified in the Contract for Construction or the Contractor is granted an extension of the time to complete performance under the Contract for Construction and the CONSULTANT'S contract administration services are materially extended by the CITY as a direct result thereof and through no fault of the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the rates shown in the Continuing Services Agreement EXHIBIT "A". The amount of compensation due by the CONSULTANT under this paragraph shall be pursuant to an approved Amendment to the Project Agreement

2.9 PERSONNEL

2.9.1 The CONSULTANT shall assign only qualified personnel to perform any service concerning the Project. At the time of execution of this Project Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

NAME	FUNCTION
Abbas Zackria	Principal Architect

So long as the individuals named above remain actively employed or retained by the CONSULTANT, they shall perform the functions indicated next to their names. Furthermore, the CITY reserves the right to reject any proposed substitution for any of the above named individuals, and the CITY shall have the further right to require that any individual assigned to the Project by the CONSULTANT be removed from the Project and reassigned for good cause.

SECTION 3 CITY'S BASIC DUTIES TO CONSULTANT

3.1 The CITY shall provide the CONSULTANT with adequate information regarding the CITY'S requirements for the Project including any desired or required design or construction schedule, or both, and any budgetary requirements including fixed limit of construction cost, prior to the start of the Construction Documents Phase of design, upon which the CONSULTANT shall be entitled to rely.

3.2 The CITY shall review any documents submitted by the CONSULTANT requiring the CITY'S decision, and shall render any required decision pertaining thereto in a timely fashion.

3.3 The CITY shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Construction Contract.

3.4 If the CITY becomes aware of any fault or defect in the Project, nonconformance with the Construction Contract, or of any errors, omissions or inconsistencies in the drawings or specifications, prompt notice thereof shall be given by the CITY to the CONSULTANT.

3.5 The CITY shall perform those duties set forth in Paragraphs 3.1 through 3.4 as expeditiously as may reasonably be necessary for the orderly progress of the CONSULTANT'S services and of the Work.

3.6 The CITY'S review of any documents prepared by the CONSULTANT or its consultants shall be solely for the purpose of determining whether such documents are generally consistent with the CITY'S construction program and intent. No review of such documents shall relieve the CONSULTANT of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

SECTION 4 CONSTRUCTION COSTS

4.1 If the cost of construction exceeds the cost agreed upon by the CITY by more than 5% of the lowest bona fide bid or negotiated proposal, the CITY may (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or renegotiating of the Project, (3) terminate the Project and this Agreement in accordance herewith, or (4) cooperate in revising the Project scope or quality, or both, as required to reduce the construction cost. In the case of (4), the CONSULTANT, without additional charge to the CITY, shall consult with the CITY and shall revise and modify the drawings and specifications as necessary to achieve compliance with the cost agreed upon by the CITY. Absent negligence on the part of the CONSULTANT in making its estimates of probable construction cost, providing such modifications and revisions shall be the limit of the CONSULTANT'S responsibility arising from the establishment of such construction costs, and having done so, the CONSULTANT shall be entitled to compensation for all other services performed, in accordance with this Project Agreement.

SECTION 5 BASIS OF COMPENSATION

5.1 The CITY shall compensate the CONSULTANT for services rendered pursuant to Paragraphs 2.3 through 2.6 and Exhibit A, Scope of Services, of this Project Agreement by payment of the fixed sum of: $174,140.

5.2 Payment to the CONSULTANT of the sum set forth in paragraph 5.1 shall be allocated as follows:

MEP Design - West Wing HVAC system and controls	$31,100.	(18%)
MEP Original Fire Alarm system replacement	$17,600	(10%)
Architectural Services – Predesign through Contract Award	$76,720	(44%)
Architectural Services – Construction Phase Services	$38,720	(22%)
Reimbursable Expenses	$10,000	(6%)

5.3 Additional services of the CONSULTANT as described in Paragraph 2.7, if any, shall be compensated as follows:

SEE EXHIBIT "B" OF THE CONTINUING SERVICES AGREEMENT– FEE SCHEDULE

5.4 Reimbursable Expenses as defined in Section 6 shall be reimbursed to the CONSULTANT by the CITY as provided in Section 6.

5.5 If the scope of the CONSULTANT'S services are changed materially through no fault of the CONSULTANT, compensation due to the CONSULTANT may be equitably adjusted by written amendment to this Project Agreement, either upward or downward.

SECTION 6 BILLING AND PAYMENTS TO CONSULTANT

6.1 Billing by the CONSULTANT shall be in accordance with **EXHIBIT "E"** of the Continuing Services Agreement. Payments to the CONSULTANT shall also be in accordance with Section 5 of this Project Agreement and EXHIBIT "E" of the Continuing Services Agreement.

6.2 REIMBURSABLE EXPENSES

6.2.1 Reimbursable Expenses shall mean: expenses incurred by the CONSULTANT and consultants in the interest of the Project, as follows:

Not to exceed $10,000 without prior written authorization by the CITY.

6.2.1.1 Reasonable expenses of: long-distance communications; mileage reimbursement; fees paid for securing approval of authorities having jurisdiction over the Project; actual cost of reproduction, postage and handling of drawings, specifications and other documents; renderings, models and mock-ups requested by the CITY; additional insurance coverage or limits, including professional liability insurance, requested by the CITY in excess of that required in the Request For Qualifications. The consultant shall only be reimbursed for the direct cost of the item without additional mark-up. Cost for meals, snacks, and beverages are not considered a reimbursable expense.

SECTION 7 TERM

7.1 This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect for a period of three years from the date of execution hereof, unless otherwise terminated pursuant to Section 8.1 or 8.2, or other applicable sections of this Project Agreement. The CITY'S

Utility Director may extend the term of this Project Agreement through written notification to the CONSULTANT. Such extension shall not exceed two one-year terms. No further extensions of this Project Agreement shall be effective unless authorized by City Commission action.

SECTION 8 TERMINATION

8.1 TERMINATION FOR CAUSE

8.1.1 This Project Agreement may be terminated by either party upon seven (7) days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event of a termination for cause, the CONSULTANT shall be entitled to receive compensation for any work completed pursuant to the Project Agreement to the satisfaction of the CITY through the date of termination, less any amounts which the CITY reasonably deems necessary to withhold in order to correct any defects or deficiencies in the work performed by the CONSULTANT. In no event shall the CITY pay for profit or overhead on work not performed.

8.2 TERMINATION FOR CONVENIENCE

8.2.1 This Project Agreement may be terminated by the CITY without cause upon ten (10) days' written notice to the CONSULTANT. In the event of such a termination without cause, the CONSULTANT shall be compensated for all services completed pursuant to this Project Agreement to the satisfaction of the CITY up to and through the date of termination, together with Reimbursable Expenses incurred. In such event, the CONSULTANT shall promptly submit to the CITY its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 2.5 of EXHIBIT "E" of the Continuing Services Agreement.

8.2.2 Under no circumstances shall the CITY make payment of profit or overhead for work which has not been performed. Additionally, the CITY shall not make payment for the following items:

8.2.2.1 Anticipated profits or fees to be earned on completed portions of the work;

8.2.2.2 Consequential damages;

8.2.2.3 Costs incurred in respect to materials, equipment or services purchased or work done in excess of reasonable quantitative requirements of this Project Agreement;

8.2.2.4 Expenses of CONSULTANT due to the failure of CONSULTANT or its subconsultants to discontinue the Work with reasonable promptness after notice of termination has been given to the CONSULTANT; and

8.2.2.5 Losses upon other contracts or from sales or exchanges of capital assets or Internal Revenue Code Section 1231 assets.

8.2.2.6 Damage or loss caused by delay.

8.3 Assignment Upon Termination. Upon termination of this Project Agreement, the work product of the CONSULTANT shall become the property of the CITY and the CONSULTANT shall within ten (10) working days of receipt of written direction from the CITY, transfer to either the CITY or its authorized designee, all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONSULTANT pertaining to this Project Agreement. Upon the CITY'S request, the CONSULTANT shall additionally assign its rights, title and interest under any subcontractor's agreements to the CITY. All Work product provided under this Section shall be used solely for its intended purpose.

SECTION 9 SEVERABILITY

9.1 If any term or provision of this Project Agreement or its application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Project Agreement or the application of such terms or provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Project Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 10 GOVERNING LAW

10.1 This Agreement shall be governed by the laws of the State of Florida. Except as set forth in Section 14 of the Continuing Services Agreement, should the Parties be involved in legal action arising under, or connected to, this Agreement, each party will be responsible for their own attorney's fees and costs. The venue for any litigation between the parties will be Broward County, Florida. Both Parties hereby agree to waive a jury trial in any action between them, and will proceed to a trial by judge if necessary.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Project Agreement on the respective dates under each signature: The CITY, signing by and through its Mayor, attested to by its City Clerk, duly authorized to execute same and by Walters Zackria Associates, PLLC by and through its Principal Architect duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan

25 day of February, 2020.

AUTHENTICATION:

_____
Felicia M. Bravo, City Clerk

(SEAL) Seal

Approved as to form:

Kimberly A. Kisslan, City Attorney
City of Sunrise
10770 W. Oakland Park Blvd.
Sunrise, Florida 33351
Telephone: (954) 746-3300

By: _____
Kimberly A. Kisslan
City Attorney

Authorized City Representative's Initials: CR

Authorized Consultant Representative's Initials: MZ

CONSULTANT

Walters Zackria Associate, PLLC

By: _____
Abbas Zackria, Principal Architect

14 day of February, 2020

AUTHENTICATE:

_____
Title PROJECT MANAGER

ALAN FERTEL
Please type name

(CORPORATE SEAL)

WITNESSES:

_____
MARITZA RODRIGUEZ

_____
Oscar Martinez

Authorized City Representative's Initials: CR

Authorized Consultant Representative's Initials: AF

WALTERS WA ZACKRIA

ARCHITECTS

EXHIBIT "A"

February 12, 2020

Mr. Alan Gavazzi, A.I.A
Capital Projects Director
777 Sawgrass Corporate Parkway
Sunrise, FL 33325

Re: Architectural Services Proposal – FA and HVAC System Replacement
Sunrise Civic Center – East and West Section
10610 W Oakland Park Blvd, Sunrise, FL 33351

Dear Mr. Gavazzi,

The firm of Walters Zackria Associates, PLLC proposes the following scope of work and fee schedule for the above-mentioned project. The work covered under this proposal will include (4) separate scope items as outlined below:

Project Scope:

Item 1 – MEP West Wing HVAC System and Controls Replacement

We understand the project is to consist of design for the Civic Center West Wing HVAC System Replacement. The facility is a two story building with multiple chilled water and heating hot water air handling systems and air cooled chillers, pumps and boilers located at 10610 West Oakland Park Boulevard Sunrise, Florida. The facility is approximately 20 years old.

Scope of Work:

Building's West Wing HVAC system equipment and controls will be replaced in their entirety. The design will include but not be limited to the following:

- Chilled Water and Hot Water Control Valves
- Outdoor Air Dampers
- Air Flow Stations
- Main Lobby Restroom Exhaust Fans (EF-4, 5)
- Banquet Hall Exhaust Fans (EF-A, B, C)
- Stage (EF-7)
- Theater (EF-8)
- Kitchen Hood Exhaust Fan (KTE-1)
- Kitchen Hood Supply Fan (KTS-2)

- Kitchen Area Exhaust Fan (EF-1)
- BMS with CO2 Sensors in Banquet Hall (AHU-1), Stage (AHU-2), Theater (AHU-3), and Lobby-Prefunction (AHU-4)
- Outdoor Air Ducts from the Existing Wall Louvers to the Air Handling Units
- Supply Air Box Serving the Kitchen - VAV Terminal
- AHU-1 (Banquet-Kitchen)
- AHU-2 (Stage)
- AHU-3 (Theater)
- AHU-4 (Lobby-Prefunction)
- AHU-8 (Theater Control Booth)
- All BMS components and wiring.

Item 2 – MEP Original East Wing and West Wing Fire Alarm System Replacement

We understand that the building has an antiquated fire alarm system that cannot be upgraded and must be replaced. A new fire alarm system has been installed in the new east addition. Proposed replacement system shall be compatible and tie into the new system installed in the east addition. Fire Alarm system design shall include the following:

1. NFPA and Florida Building Code require that an assembly building shall include a speech notification system for fire alarm. This proposal includes this speech notification system where applicable.
2. New fire alarm panel or evaluation/interface/upgrade of existing East panel.
3. New Initiation device layouts including smoke and heat detectors.
4. New Visual and Audible Notification device layouts including strobes.
5. Interface with existing fire suppression system.
6. Interface with architectural, mechanical, and electrical systems including elevators, generators, and HVAC equipment.
7. Interface with access control systems.
8. Interface with hood, kitchen equipment, and power shunting.

Item 3 – Architectural Services – Pre-Design through Contract Award

Architectural services will be required to support the project. These services include:

- Field Documentation And Prepare Cad As-Builts
- Architectural Plans
- Phasing and Sequencing Analysis
- Statement of Probable Cost
- Project Coordination
- QA / QC
- Meetings
- Permitting
- Bidding

Since the space has finishes, WZA will have to identify all the space finishes, provide assembly details and specifications for the GC to price that portion of the work. Also, bid specifications will be provided for the entire scope. WZA will prepare phasing and sequencing plans to minimize disruption to theater operations. WZA staff will attend project design meetings, provide project coordination services, QA / QC services, and a statement of probable cost. WZA will also provide services during bidding and permitting phases of this project.

Item 4 – Architectural Services – Construction Phase Services

- Shop Drawing Review
- Limited Construction Administration

During the construction phase of the project, WZA shall provide (1) shop drawing review per submittal for the City and awarded contractor. Additional reviews after the 1st submittal will be additional service.

During the construction phase of the project, WZA and its consultants shall provide limited construction administration services for the City and awarded contractor on an as-needed basis. WZA will provide RFI, request for information review. Limited construction administration services shall include up to (14) meetings (pre-con, (12) site meetings, final walkthrough). Construction administration services are based on an hourly allowance of 200 hours for 6-month construction duration.

COMPENSATION:

Compensation for services rendered for this project will be on a Lump Sum Basis in accordance with the terms and conditions of the Agreement for Professional Services between the City of Sunrise and Walters Zackria Associates, PLLC.

TASK	FEE
Item 1 – MEP West Wing HVAC System and Controls Replacement	$ 31,100.00
Item 2 – MEP Original East Wing and West Wing Fire Alarm System Replacement.	$ 17,600.00
Item 3 - Architectural Services – Predesign through Contract Award	$ 76,720.00
Item 4 - Architectural Services – Construction Phase Services	$ 38,720.00
Reimbursables	$ 10,000.00
TOTAL AMOUNT	$ 174,140.00

SCHEDULE:

Upon receipt of the executed work authorization, WZA shall proceed with the work as described above and complete all task as follows:

Basic Services:	
◆ Site Documentation	30 days
◆ Design and Evaluation Report	90 days
◆ Permitting	60 days
◆ Bidding	60 days
◆ Contractor Permitting	90 days
◆ Construction Administration	180 days
Total	**510 days**

Note: Proposed schedule is in Calendar days. The proposed schedule does not include any public meetings. Time for City staff to review and approval of documents after each phase in unknown and not included in the above schedule. Permitting and Bidding times are estimated and out of WZA's control.

GENERAL TERMS:

Hourly Rates For Additional Services – Hourly rates for additional services shall be based upon pre-established and approved hourly rates included in the General A/E Consultant Services Agreement with the City of Sunrise.

Construction Safety – The GENERAL CONTRACTOR is solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. WZA is not responsible for the means and methods of construction or for related safety precautions and programs.

Post Occupancy Safety – The City of Sunrise and its staff are solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the site. WZA cannot be held responsible or liable for implementation and maintenance site safety. Owner must provide adequate safeguards and monitoring to prevent breach of security barriers provided in the construction documents.

Additional services - Additional services requested by the owner shall be processed in accordance with the terms of the General A/E Consultant Services Agreement with the City of Sunrise. Additional services may also include:

1. Conditions assessment of concealed ductwork or interior of ductwork.
2. Conditions assessment of existing chilled or hot water piping that cannot be observed.
3. Major redesign effort due to change in overall project scope, budget, or programming.
4. Additional design or construction oversight for construction evaluation of construction deficiencies or deviations from the construction documents.
5. Repair details or as-builts due to contractor's error or unauthorized deviation.
6. Submittals to the Community Development Office for Development Review Committee or Architectural Review Committee, etc.
7. Meeting with user groups, variance submittal and reviews, commission meetings or presentations, etc
8. Additional Construction Administration above the hours allotted in this proposal.
9. Structural Engineering, Threshold Inspections, and Engineered Masonry Inspections.
10. Full Construction Administration Assistance as defined in AIA B141.

Existing Conditions – There is limited verifiable information available on the site. Architect and its consultants shall not be liable for unknown, concealed, or undocumented existing conditions.

Owner Requirements:

1. Existing Drawings.
2. List of known issues that the study and evaluations will be focused on.
3. Schedule of upcoming events that will allow observation of system performance during high occupancy use.

Services will be initiated once we receive a purchase order and Notice to Proceed. Thank you.

Sincerely, City of Sunrise Date Approved

Abbas H. Zackria, RA CDT LEED AP
Principal Architect

EXHIBIT "B"

PROJECT SCHEDULE

• Site Documentation	30 days
• Design and Evaluation Report	90 days
• Pre-bid Permitting/Staff Review	60 days
• Bidding	60 days
• Contractor Permitting	90 days
• Construction Administration	180 days
Total	510 days

AGENDA ITEM REQUEST

Originating Department: Purchasing

Item Title: Agreement

Item Number: 4M **Meeting Date:** 8/12/2025

City Reference Number (C#): C25173

Item Description:

A Resolution of the City of Sunrise, Florida, approving "Cooperative Agreement No. 25-20-06-WL between the City of Sunrise and Mohawk Lifts LLC for Vehicle Lifts with Garage and Fleet Maintenance Equipment" under the terms of Sourcewell Contract No. 121223-MRL; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

Funding:
502.52.21.519.506401 - Machines and Equipment

Amount:
$48,819.12

ATTACHMENTS:

ATY Resolution - C25173

Cooperative Agreement
Exhibit A - Sourcewell Contract
Exhibit B - Quote No. TCMW.062025
Exhibit B - Quote No. RFE12.062025
Sunbiz

Background:

Included within the current FY Budget, the Utilities Department, Fleet Section, has requested and budgeted for the purchase of one tire changing machine and one tire high speed balancing machine.

Both the current tire changer and balancer were acquired for the City Garage when it was opened and have outlived their useful life. The existing tire changer is not compatible with the size of many modern rims. Outside vendors are used in some cases for service on aluminum and larger rims to ensure no damage occurs during the mounting and balancing process. In addition, many newer vehicles come with larger aluminum style rings and tires that can be easily damaged. Additionally, some of the medium duty trucks and heavy-duty trucks in the fleet cannot be mounted or balanced with the existing equipment. Using outside vendors creates longer downtimes and additional expenses.

The Purchasing Office and the Utilities Department recommend the purchase of the Premium Tire Changer and the Road Force Elite Balancer with ancillary equipment as specified, from Mohawk Lifts LLC under Sourcewell Contract 121223-MRL in the total amount of $48,819.12 for the Fleet Section. The pricing for the equipment is inclusive of a 21.9% discount off list price.

Since these purchases will be made using an existing governmental contract, it is requested that the City Commission waive the City's formal bidding procedures pursuant to Section 5-173(c) (4) of the Code of the City of Sunrise, Florida.

Department Head Recommendation:

Approval

Person With Additional Information:

Name: Wendy Lorenzo Phone: 954-572-2485

Department Head Name and Title:

Rodrigo de Castro, P.E., Director of Utilities

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING "COOPERATIVE AGREEMENT NO. 25-20-06-WL BETWEEN THE CITY OF SUNRISE AND MOHAWK LIFTS LLC FOR VEHICLE LIFTS WITH GARAGE AND FLEET MAINTENANCE EQUIPMENT" UNDER THE TERMS OF SOURCEWELL CONTRACT NO. 121223-MRL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sunrise Utilities Department, Fleet Section, requires a tire changer and a balancer to replace the current equipment at the City Garage; and

WHEREAS, after competitive procurement, Sourcewell, a Minnesota local government unit and service cooperative, awarded Contract No. 121223-MRL for Vehicle Lifts with Garage and Fleet Maintenance Equipment to Mohawk Lifts LLC on February 7, 2024.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. "Cooperative Agreement No. 25-20-06-Wl between the City of Sunrise and Mohawk Lifts LLC for Vehicle Lifts with Garage and Fleet Maintenance Equipment" (Agreement) under the terms of Sourcewell Contract No. 121223-MRL is hereby approved. A copy of the Agreement is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. Because these purchases will be made using an existing governmental contract, the City's formal bidding procedures are hereby waived pursuant to Section 5-173(c)(4) of the Code of the City of Sunrise Florida.

Section 3. The Procurement Manager or designee is hereby authorized to execute the Agreement.

Section 4. The Procurement Manager or designee is hereby authorized to renew, amend or extend the Agreement when renewed, amended or extended by the lead agency.

Section 5. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED THIS __ DAY OF _____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency.

_____
Thomas P. Moss

COOPERATIVE AGREEMENT NO. 25-20-06-WL
BETWEEN THE CITY OF SUNRISE
AND MOHAWK LIFTS LLC FOR VEHICLE LIFTS WITH GARAGE AND FLEET MAINTENANCE EQUIPMENT

This Cooperative Agreement No. 25-20-06-WL (Agreement) is entered into between the City of Sunrise Florida, a Florida municipal corporation (City) and Mohawk Lifts LLC, a Florida limited liability company (Contractor) this ___ day of _____, 20___.

In consideration of the mutual terms and promises set forth below, the City and Contractor agree as follows:

1. After competitive procurement, Sourcewell (Awarding Entity) awarded Contractor Contract No. #121223 for Vehicle Lifts with Garage and Fleet Maintenance Equipment (Contract) dated February 7, 2024. A copy of the Contract is attached hereto as Exhibit A and a copy of the quotations from Mohawk Lifts LLC as Exhibit B. Upon execution of this Agreement, all references to Awarding Entity within the Contract shall mean City of Sunrise, and the terms and conditions of the Contract shall be deemed as having been implemented for use within the City of Sunrise.

2. **Term.** This Agreement shall be effective when it has been fully executed by both parties and shall remain in effect through the delivery, inspection and acceptance of the equipment.

3. **Agreement Price and Payments**. The Contractor will bill the City at the completion of each job for all material, services and labor provided toward the completion of the work under this Agreement in accordance with the pricing set forth in Exhibit B.

Contractor shall submit invoices to:

City of Sunrise
Attn: Accounts Payable Dept.
10770 West Oakland Park Blvd.
Sunrise, FL 33351

The City shall pay Contractor for work performed in accordance with §218.70, et seq., Florida Statutes, the Local Government Prompt Payment Act, after receipt of Contractor's proper invoice. To be deemed proper, each invoice must comply with all statutory terms and all requirements specified by the City in its contract and / or purchase order. If a payment request or invoice does not meet the contract / agreement / purchase order requirements, the City will reject the payment request or invoice as specified in accordance with §218.70, et seq., Florida Statutes. The rejection will be written and will specify the deficiency and the action necessary to make the payment request or invoice proper.

4. Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. certified mail, overnight delivery, or hand delivery to the addresses listed below and shall be effective upon mailing if sent by certified mail or overnight delivery and effective upon receipt if hand delivered. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section.

If to Contractor, to: Mohawk Lifts LLC
PO Box 110
Amsterdam, NY 12010

If to City, to: Procurement Manager, or Designee
City of Sunrise
Purchasing Office
10770 West Oakland Park Boulevard
Sunrise, FL 33351

With a copy to: City Attorney
City Attorney's Office
City of Sunrise
10770 West Oakland Park Boulevard
Sunrise, FL 33351

5. If checked, the following provisions shall apply and take priority over the Contract and the Awarding Entity's bid documents. If the following provisions are marked N/A (not applicable), they shall not apply:

☑ **a**.**Termination.** This Agreement may be terminated by either party upon three (3) calendar days' written notice to the other party. The City is a bona fide governmental entity of the State of Florida with a fiscal year ending on September 30 of each calendar year. If the City does not appropriate sufficient funds to purchase the services or quantities required under this Agreement for any of the City's fiscal years subsequent to the one in which the Agreement is executed and entered into, then this Agreement shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of the City's obligation under this Agreement were last appropriated by the City and the City shall not, in this sole event be obligated to make any further purchases beyond said fiscal year.

___ b Insurance Requirements. This provision shall supersede and replace Section ___of the Contract and Section ____ of the Awarding Entity's procurement documents.

Contractor agrees at its sole expense to maintain on a primary basis, non-contributory basis during the life of this Agreement 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 the Agreement. Any coverage maintained by the City shall apply excess of, or contingent upon the absence of, insurance required or maintained by Contractor.

Commercial General Liability. Contractor agrees to maintain Commercial General Liability at a limit of liability not less than $1,000,000.00 Each Occurrence, $2,000,000 Annual Aggregate. Contractor agrees its coverage shall not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Separation of Insureds.

Additional Insured Endorsement. Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 20 26 07 04, or CG 20 26 04 13, Additional Insured – Designated Person or Organization endorsement; or the CG 20 10 07 04, or CG 20 10 04 13, Additional Insured – Owners, Lessees, or Contractors endorsement, including the additional endorsement of GC 20 37 07 04, or GC 20 04 13, Additional Insured – Owners, Lessees, or Contractors Completed Operations. The name of the organization endorsed as Additional Insured for all endorsements shall read "City of Sunrise."

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 Statutes Chapter 440.

Waiver of Subrogation. Contractor agrees by entering into this Agreement 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 of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify when a manuscript notice endorsement is available by Contractor's insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax or email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder(s) address shall read:

Original to:

City of Sunrise
Attn: Procurement Manager
Purchasing Office
10770 West Oakland Park Blvd.
Sunrise, Florida 33351
purchasing@sunrisefl.gov
Fax (954) 578-4809

Copy to:

City of Sunrise
Attn: Risk Manager
Risk Management Division
10770 W. Oakland Park Blvd.
Sunrise, FL 33351
riskmanagement@sunrisefl.gov

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 to its poor financial condition or failure to operate legally.

☑ **c. Indemnification.** This provision shall supersede and replace Section 11 of the Contract.

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City of Sunrise, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of services under this Agreement (1) provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, and (2) are caused in whole or in part by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable**, REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY CITY OF SUNRISE, ITS OFFICERS, AGENTS, VOLUNTEERS, OR EMPLOYEES**. The City of Sunrise reserves the right, but not the obligation, to participate in the defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the expiration or earlier termination of the Agreement.

☑ **d. Independent Contractor.** The Contractor is an independent contractor under this Agreement. Services provided by the Contractor shall be by employees of the Contractor

who are subject to supervision by the Contractor, and who shall not be officers, employees, or agents of the City. Personnel policies, tax responsibilities, purchasing policies and other similar administrative procedures applicable to Services rendered under this Agreement shall be those of the Contractor.

☑ **e. Assignment and Subcontracting.** The Contractor shall not assign transfer or assign the performance required by this Agreement without the prior written consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the City.

☑ **f. Public Records.** The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the Contractor and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, the Contractor shall: (a) keep and maintain public records required by the City to perform the services provided hereunder; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City; and (d) upon completion of the Agreement, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. If the Contractor fails to comply with the requirements in this Section, the City may enforce these provisions in accordance with the terms of this Agreement. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA

M. BRAVO, BY TELEPHONE (954-746-3333), E-MAIL (CITYCLERK@SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).

☑ **g. Discriminatory Vendor List**. Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Agreement, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

☑ **h. Scrutinized Companies**

i. Pursuant to Section 287.135, Florida Statutes, Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

ii. Pursuant to Section 287.135, Florida Statutes, in the event the Contract is for one million dollars or more, Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List created pursuant to Section 215.473, Florida Statutes; and Contractor further certifies that it is not engaged in business operations in Cuba or Syria.

iii. Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Contract if Contractor is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List; has been placed on the Scrutinized Companies with Activities in the Iran List created pursuant to Section 215.473, Florida Statutes; or has been engaged in business operations in Cuba or Syria.

☑ **i. Public Entity Crimes.** Pursuant to Section 287.133, Florida Statutes, 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of this Agreement, Contractor represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

☑ **j. Compliance with Laws.** The Contractor and its services under this Agreement must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations. The Contractor agrees to provide to the City all necessary certifications required by any federal, state, and local laws, ordinances, codes, rules and regulations. The Contractor's obligations under this Section shall survive termination, cancellation or expiration of this Agreement.

☑ **k. Governing Law.** This Agreement shall be governed by the laws of the State of Florida. Should the parties be involved in legal action arising under, or connected to, this Agreement, each party will be responsible for its own attorneys' fees and costs. The venue for any litigation will be Broward County, Florida. Both Parties hereby agree to waive a jury trial, and will proceed to a trial by judge if necessary.

☑ **l. E-Verify Employment Eligibility.** Pursuant to Section 448.095, Florida Statutes.

i. Contractor warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. Contractor (1) has registered with and uses the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) has verified that all of the Contractor's subcontractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

ii. Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

iii. City shall terminate this Agreement if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If City has a good faith belief that Contractor's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, City shall notify Contractor to terminate

its contract with the subcontractor and Contractor shall immediately terminate its contract with the subcontractor.

iv. If City terminates this Agreement pursuant to the subsection iii above, Contractor shall be barred from being awarded a future contract by City for a period of one (1) year from the date on which this Contract was terminated. In the event of such Contract termination, Contractor shall also be liable for any additional costs incurred by City as a result of the termination.

☑ **m. Foreign Gifts and Contracts.** Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of $50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Contractor represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to City before execution of this Contract, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Contract.

☑ **n. Prohibited Telecommunications Equipment**

Contractor represents and certifies that it and all its subcontractors do not use any equipment, system, or service 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 such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Contractor represents and certifies that it and all its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of this Agreement.

☑ **o. Antitrust Violations**

The Contractor has a continuous duty to disclose to the City if it or any of its affiliates (as defined by Section 287.137(1)(a), Florida Statutes) are placed on the Antitrust Violator Vendor List. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, Contractor certifies that neither it nor its affiliate(s) are on the

antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the City consistent with Section 287.137, Fla. Stat. as amended.

6. Additional Provisions:

Prices shall be F.O.B. destination freight prepaid and delivered by Contractor to the City's specified location below. F.O.B. destination for the purposes of this Agreement shall mean the Contractor shall take full responsibility for any casualty, loss or damage to the equipment, product or services in Exhibit B from the point of manufacturer, shipping methods and points between by private or common carrier, while stored, staged or in the care, custody of the Contractor up until the point of installation and acceptance by the City.

For Quote ID's Sunrise.RFE12.062025 and Sunrise.TCMW.062025, F.O.B. location shall be Fleet Garage, 5580 NW 108th Avenue, Sunrise, Florida 33351.

7. Priority of Documents/Order of Precedence. This Agreement, the City's Purchase Order, Exhibit A and Exhibit B shall constitute the entire Agreement of the parties. In the event of conflict among these documents, this Agreement shall prevail, followed in precedence by the City's Purchase Order and Exhibit A and Exhibit B in that order.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City's Procurement Manager has made and executed this Agreement on behalf of the City on the day and year written below, and the Contractor, authorized to execute this Agreement and agree to the utilization of the Contract has made and executed this Agreement on the day and year written below.

CITY OF SUNRISE

By: _____
Procurement Manager or Designee

Date: _____

Approved as to Form and Legal Sufficiency
for the City

By:_____
Thomas P. Moss, City Attorney

Mohawk Lifts LLC

By: _____

Print Name: _____

Print Title: _____

Date: _____

DocuSign Envelope ID: 5B3085CB-51D7-4D73-9800-6C51E4FEA13D

Solicitation Number: RFP #121223

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Mohawk Lifts LLC, 65 Vrooman Ave., Amsterdam, NY 12010 (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 Vehicle Lifts with Garage and Fleet Maintenance Equipment 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 February 12, 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

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A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier 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.

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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;

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- 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

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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

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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

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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.

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D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission 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. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

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.

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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.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

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

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
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

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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

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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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.

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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

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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).

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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

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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.

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R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Mohawk Lifts LLC
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Steve Perlstein D2A4E6994F644A9...
By: _____	By: _____
Jeremy Schwartz	Steve Perlstein
Title: Chief Procurement Officer	Title: President CEO
Date: 2/7/2024 | 3:59 PM CST	Date: 2/7/2024 | 2:32 PM MST

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RFP 121223 - Vehicle Lifts with Garage and Fleet Maintenance Equipment

Vendor Details

Company Name:	Mohawk Lifts LLC
Address:	65 Vrooman Ave Amsterdam, New York 12010
Contact:	Christine OReilly
Email:	christineo@mohawklifts.com
Phone:	518-842-1431 2500
Fax:	518-842-1289
HST#:	85-3221959

Submission Details

Created On:	Tuesday October 24, 2023 08:09:53
Submitted On:	Thursday December 07, 2023 16:25:17
Submitted By:	Christine OReilly
Email:	christineo@mohawklifts.com
Transaction #:	a491cd5b-5d02-4358-98cf-dc1d357ae200
Submitter's IP Address:	72.45.238.114

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")	Mohawk Lifts LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Mohawk Lifts LLC, Hunter Engineering (tire changes, wheel balancers, brake, alignment, and test equipment), Gray Manufacturing (floor jacks and portable shop equipment), Westmatic (Large vehicle washers) Miller shop welders, Worky exhaust evacuation equipment, Worky work benches & cabinets, Liftpoint material handling equipment service lifts, CAES air conditioning (AC) freon reclamation equipment, Legacy air compressors (Exhibit #1)	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Mohawk Lifts LLC	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	F9QME4G11RT5	*
5	Proposer Physical Address:	65 Vrooman Ave Amsterdam, NY 12010	*
6	Proposer website address (or addresses):	1. www.mohawklifts.com is the public/consumer website. 2. www.govlifts.com is the government website most applicable to this RFP. 3. www.govlifts.com/sourcewell is the specific site for the Sourcewell landing page. 4. For the eight states (soon to be 9) that have statewide adoptions of the Sourcewell award visit www.govlifts.com/MD (or /NJ or /MO/, or /NV, or /NY or/Oh. or /Tx or/GA) www.govlift.com/xx__with the 2-letter abbreviation of each state become the landing page of that state adoption. Some state central procurement officers often post the URL on a state’s central procurement website. The above website assists member agencies as full transparency of the award, products, pricing, prepaid freight, and an abbreviated set of terms and conditions are shown on each site. These websites facilitate the easiest method of contract usage, seeking information or for states seeking to adopt the Sourcewell award.	*
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):	Steve Perlstein - President, CEO - sperlstein@mohawklifts.com - 518-842-1431 ext: 2400 Dominick Fontana - Chief Operating Officer - dfontana@mohawklifts.com - 518-842-1431 ext: 4100 Christine O'Reilly - Chief Financial Officer - christineo@mohawklifts.com - 518-842-1431 ext: 2500 Address for all 3 is: Mohawk Lifts LLC 65 Vrooman Ave PO Box 110 Amsterdam, NY 12010	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Steve Perlstein - President, CEO - sperlstein@mohawklifts.com - 518-842-1431 ext:2400 Mohawk Lifts LLC 65 Vrooman Ave PO Box 110 Amsterdam, NY 12010	*

9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Christine O'Reilly - Chief Financial Officer - christineo@mohawklifts.com - 518-842-1431 ext:2500 Dominick Fontana - Chief Operating Officer - dfontana@moahwklifts.com - 518-842-1431 ext: 4100 Amber Fusco - Sales Operating Manager – amberf@mohawklifts.com – 518-842-143 ext: 4000 Jamie Dermody Sales – Regional Territory Manager - Jdermody@nohawkliffts.com - 518-842-1431 ext: 1500 Mohawk Lifts LLC 65 Vrooman Ave PO Box 110 Amsterdam, NY 12010	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Mohawk Lifts (originally Mohawk Resources Ltd) is a 42-year-old fabrication and manufacturing company of vehicle service lifts and accessories. Mohawk is the second oldest member of the Automotive Lift Institute (www.autolift.org). Currently, Mohawk is the only company that offers a full range of lifts (2 post, 4 post, mobiles, heavy duty) that is 100% made in the United States, at our facility in Amsterdam, New York. Mohawk's core value is designing and manufacturing the safest, heaviest duty lift in all categories on the market. We believe you cannot cheaper a design to shortcut safety. Mohawk manufactures and sells lifts in an environment that values Safety, Integrity, Commitment and Teamwork. Mohawk lifts last the longest because of our focus on using domestic steel. Mohawk's lifts have more steel than competitive lifts to ensure safety and durability. Mohawk's average company tenure is 15 years. These values combine to create exceptional value, the highest quality, and the lowest cost of ownership in the industry. (Exhibit #2 and #3) Additionally, Mohawk acts as the government sales arm for several other complimentary equipment companies within the capital garage equipment industry, some with relationships as long as 22 years. Mohawk continues to be the industry leader in heavy duty lift offerings, and routinely has been the top performer on all MAS contracts.	*

11	What are your company's expectations in the event of an award?	Mohawk's continued expectations as the top Multiple Award Schedule Sourcewell reporting lift vendor to Sourcewell are: • A continuation of successful sales and quarterly reporting (Exhibit # 4), with no gaps between award #3 and award #4 • Support and promotion of the Sourcewell Multiple award schedule. Mohawk has earned a Sourcewell award for the past 14 years. • Mohawk will continue to attend numerous government orientated trade shows and continue to supply marketing, sales, and installation support to Sourcewell members. Mohawk assists or directs members (often states for statewide adoptions) to communicate directly with Sourcewell members when they have questions that are better answered by a fellow government agency. For example, Mohawk introduced NJPA (now Sourcewell) to the National Council of State Fleet Administrators (NCSFA) when Tony Glenz was Mohawk's contracting officer. When Mohawk's contracting officer changed to Kelly McAllister, Mohawk made sure Kelly knew all the important people within NCSFA. This tradition continued in 2023 with Andy Campbell. NCSFA members are the advocates to state CPOs to adopt the Sourcewell contract which is why Mohawk leads other vendors in state level adoptions and at H20 was awarded a Sourcewell legendary leader award (Exhibit #5). Likewise, Mohawk has made numerous introductions to Mr. McAllister when he chose to attend the NYC Fleet show (NYC has the world's largest police, fire, sanitation, and transit agencies). See picture Exhibit #6 • 100% of Mohawks sales and sales administrative staff have attended Sourcewell U, with full intention of future sales staff attending upcoming sessions. • Continue learning and networking by attending the annual H2O conference. Mohawk will continue learning from other vendors, Sourcewell staff, and sharing positive experiences with others (by example being an H20 panelist on Scott Carr's panel titled "How to Be a Good Sourcewell Vendor"). • Hoping that Sourcewell continues to produce short education videos for the sales team such as the video just released "starring" Sourcewell's Nick Trout. This video is now online at www.govlifts.com/sourcewell and has been shared with all Mohawk salespeople and value-added partner supply companies. • Reinforce the consultative relationship developed between Mohawk's staff and the State's Contracting Officers up to and including state adoptions. • Mohawk's continued service as a long-time member of the Sourcewell Vendor Advisory panel. • Mohawk will continue to seek statewide adoptions. Currently 8 states and soon to be 9 (NY, TX, OH, GA, NV, NJ, MD, and MO) have adopted Sourcewell as their State contract as these states equal over 30% of the US population. (Exhibit # 7 and # 8)
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	A. Please see two attached letters from Mohawk financial institutions. (Exhibit #9) B. Mohawk is a 42-year-old privately held LLC, of which Steve Perlstein, President, and CEO, is the largest equity shareholder and active in the business every day. As a privately held LLC, Mohawk does not share financial data. Yet in 14 years of being an awarded Sourcewell vendor Mohawk has always delivered (including after a $1.9M fire in the Mohawk factory of which Sourcewell was immediately notified). Financial strength is what made the fire something we were able to deal with as insurance companies are not known for promptly paying claims. C. Financial strength and timely delivery coincide and includes the period through COVID and the supply chain crisis of COVID. Much of the reason why Mohawk Lifts and Mohawk's distribution partners (Hunter, Gray and Westmatic) did not have extended lead times during the pandemic is due to all being US based and financially healthy manufacturers. D. Mohawk has and will continue to reinvest in the business over the next couple of years, spending $1.6 Million dollars on equipment and infrastructure improvements. Some of these improvements include the purchase of a new plasma steel cutting table with an exhaust extraction system and scrubber, the purchase of a new vertical saw, and future electrical upgrades within the facility. (Exhibit #10) E. In May of 2022/23, Mohawk was awarded a $300,000 Empire State Development Grant to continue to expand our operations. The news story can be seen at https://wnyt.com/top-stories/amsterdam-home-to-last-full-line-car-truck-lift-manufacturer-in-us/ (Exhibit #11). F. When member agencies require it, Mohawk has no issues securing bonding to satisfy the purchasing agency. An example is a recent order for Wa-Nee Community Schools located in Nappanee, IN. A $270,000 bid, surety, and performance bonds were required.

13	What is your US market share for the solutions that you are proposing?	Per the automotive lift institute by-laws, Mohawk is not able to disclose the industry size, or the number of lifts shipped. What we can disclose is Mohawk represents less than 10% of the total North American lift marketplace; However, Mohawk has a dominant presence in the mid-duty/heavy-duty market and the overall government Marketplace. Proof of Mohawk's dominance can be seen on Exhibit #4. These pie charts for the 2017-2022 fiscal years show total vendor spending for the Vehicle Lifts & Garage Related Equipment category on three Multiple award schedule contracts. Mohawk market share of the government marketplace is 37% and the top vendor on the Sourcewell, GSA, and NASPO contracts	*
14	What is your Canadian market share for the solutions that you are proposing?	Mohawks growing marketplace in Canada is 4.4% of Mohawks domestic business. Mohawk knows the Canadian market is approximately 10% of the US marketplace yet: 1. Cooperative procurement is not yet as widely accepted across Canada. 2. Cooperative procurement doesn't apply to the province of Quebec (22% of the Canadian population) 3. With the introduction of Canoe, Mohawk is growing out our Canadian business presence. 4. Canadian federal government agencies do not have a contracting vehicle such as GSA, yet Mohawk still supplies lifts to all CFB (Canadian Forces Base) coast to coast.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Mohawk has never petitioned for bankruptcy protection	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Mohawk is both a manufacturer and government distributor of other Lifts and capital equipment for government garages. First and foremost, Mohawk Lifts is a 42-year-old manufacturer of vehicle lifts. Mohawk is a pioneer in the government contract space for vehicle lifts and related garage equipment. Mohawk has leveraged our government expertise to bring in other manufacturers under our contract to help support government agencies with the most popular products every garage requires. Mohawk serves as a government reseller of Hunter Engineering, with a national network of 900 independent sales and service representatives (plus 30 regional managers assisting the independent reps). Other manufacturers such as Westmatic and Gray salespeople are factory employed sales reps. For this 2023 RFP Mohawk has vetted five new supply partners companies and with the endorsement of each companies' senior management, if awarded Mohawk will train their sales staff in the use of government contract sales. For 25 years Mohawk has acted as the government reseller of different types of capital equipment for repair garages (Corghi tire changers was first prior to switching to Hunter). Exhibit #12 are the authorizations from the manufacturers we've presented to assure product supply to Sourcewell members as the government sales channel. The services provided under this award (installation when desired) are performed by the independent representatives or factory employees of each value-added supply partner.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Mohawk Lifts is the second oldest member of the Automotive Lift Institute (ALI or www.autolift.org). To be a member of the ALI Mohawk holds 3rd party lift certifications to the ANSI/ALI-ALCTV safety standard. ANSI is the American National Standards Institute, which is administered and tested by third party NRTL's (Nationally Recognized Testing Laboratories) verifying lifts meet the ALI/ANSI standard. ALI certifications include quarterly unannounced factory visits from the test labs verifying compliance and the factory's quality assurance that no changes in the products that have been certified have occurred without retesting. Once ALI certification has been attained for each specific certified lift, type, capacity and option, Mohawk has never "lost" a certification. The bylaws of maintaining an ALI membership are the mandate that at least 75% of all lifts sold be ALI certified to meet the ANSI standards for the safe design of vehicle lifts. While no ALI member has 100% of their offered lifts ALI certified, Mohawk always exceeds the 75% minimum. Safety is Mohawk's #1 priority when designing, welding, and selling lifts. Lifts supplied by long term partner resellers Hunter Engineering and Gray manufacturing are also ALI certified to meet this one and only nationally recognized safety standard for vehicle lifts.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	In Mohawk's 42 years, Mohawk has never been suspended, disbarred, nor asked to leave a job site.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	• Exhibit #4 shows Mohawk as the leading supplier of vehicle lifts and equipment of the Sourcewell award, the GSA award, and the NASPO Value Point award. While none are industry awards, the numbers shown are a statement of fact and show why member agencies want to buy Mohawk. • Exhibit #5 shows Mohawk as one of the few Sourcewell Legendary Leaders award recipients presented in 2018 by then contracting officer Tony Glenz. • During his tenure as president of WSCA (pre-name change to NASPO), former Nevada Chief Procurement Officer, Greg Smith presented Mohawk with the first and only NASPO Vendor of the year award See Exhibit #13. • Motor Magazine has an annual award titled Top Twenty New Tools and Inventions. In 16 years, Mohawk Lifts is the most awarded lift manufacturer and has received this industry award 6 times. (Exhibit #14) • Mohawk is the second oldest member of the 77-year-old Automotive Lift Institute (www.autolift.org). ALI is a trade association of 20 different lift manufacturers dedicated to vehicle lift safety. Part of being a member of ALI is that 75% of all lifts shipped be ANSI (American National Standards Institute) certified. Mohawk always meets this monthly percentage. ANSI certification is recognition based on a national testing lab verifying the lifts meet the ANSI standard. ALI certification is not an award, but a statement of quality, and lift safety conformance. • Supply partner Liftpoint (manufactured by Mohawk Lifts) has just been awarded Product of the year from MaterialHandling247.com. (see announcement Exhibit #15)	*
20	What percentage of your sales are to the governmental sector in the past three years	Measured in number of lifts sold, Mohawk Lifts sells 22% to government agencies. If measured in dollars, Mohawk is approximately 50% of dollar volume (large truck lifts cost much more than small car lifts).	*
21	What percentage of your sales are to the education sector in the past three years	Of Mohawk's 50% of dollar volume sales into the government sector, 37% of those sales are sold to Vo-Tech Schools, High Schools, and Universities.	*

22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	NASPO 2020 $7,115,778.00 2021 $9,556,211.00 2022 $12,857,551.00 2023 (thru 3rd Qtr) $6,839,389.00 Sourcewell (includes state adoptions) 2020 $7,560,162.00 2021 $12,04,314.00 2022 $15,428,886.00 2023 (thru 3rd Qtr) $18,084,678.00 NRECA 2020 $268,309.00 2021 $42,850.00 2022 $0 2023 (thru 3rd Qtr) $106,674.00 Exhibit #4 shows the spending of the 3 largest MAS awards for the past 5 years. All of Mohawk's MAS (Multiple award Schedule) awards ranging from Sourcewell, GSA, NASPO, and NRECA offer the same exact discount off list with the same terms and conditions. Unlike some, Mohawk is not a vendor offering different discounts, different freight, or different terms and conditions on different awards. Mohawk's offer includes prepaid freight. Lifts are a heavy commodity and freight is expensive. Mohawk has been a Sourcewell awarded vendor for 3 contract periods (14 years). Mohawk has eight statewide adoptions of the Sourcewell award (NY, NJ, NV, MO, MD, TX, MD, and GA) with a 9th state in process. With Mohawks best product value, company history, product designs and certifications, Mohawk is always the top vendor in terms of contract usage. As seen from Mohawks offering (Exhibit #16) from a prior NASPO award, Mohawk has never had the largest discount percentage. Discounts are a marketing tactic vs a sales issue. This is the reason that scoring points for the discount percentage offered should not be used for this award. Mohawk is a vendor of the NASPO vehicle lift and related garage equipment contract since first introduced in 2006. Exhibits #17 and #18 are the reported spend of the two NASPO contracts since established in 2006. Please note that regardless of the discount percentage offered, Mohawk is the leader in reported spend on both awards. (Prior to NJPA ever establishing the first vehicle lift award). On no MAS contracts does Mohawk offer the highest discount percentage. Visit Home - NASPO ValuePoint to look at the vehicle lift contract. Mohawk has 27 different state adoptions, with the next closest vendor to Mohawk at 17, while the lowest Vendor has 5 adoptions. Mohawk always seeks statewide adoptions. Sourcewell Statewide adoptions, the 8 states (soon to be 9) make up over 30% of the US population. These statewide adoptions are a "license" that allows our national reps to be successful in the government marketplace and continually finish as the #1 government supplier. Former Minnesota state procurement person and current Sourcewell contract development officer Mike Sutton has told Steve Perlstein, President of Mohawk Lifts, that Mohawk is the most state-centric vendor he has met. Exhibit #4 shows Mohawks leadership within the government marketplace at 37% and sales by Mohawk as a percent of total contract spend. The National Rural Electric Cooperative Association (NRECA) is made up of 700+ North American electrical cooperatives. Most have fleets and fleet repair garages. Mohawk introduced Sourcewell's head of contracts, Tom Pertulla and NRECA to each other to share other contracts given the two organizations are similar. The relationship with NJPA and NRECA didn't last (likely because of former leadership of NRECA), yet many NRECA members remain active Sourcewell members. Mohawk oldest cooperative award is HGAC at 22 years with multiple 2- or 3-year awards. HGAC's award is not inclusive of freight and reports a small fraction of Sourcewell reported sales. The only agencies using HGAC are those committed to using HGAC and not the less expensive Sourcewell award.	*

23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA 2020 $1,071,000.00 2021 $1,139,320.00 2022 $1,909,294.00 2023 (thru 3rd Qtr) $1,794,430.00 Mohawk has held a GSA award for 30+ years (Exhibit #19). Before either the Sourcewell or NASPO awards were in place, the GSA contract became the basis of award of Mohawks CMAS (California), TXMAS (Texas), LAMAS (Louisiana), New York, New Jersey, Florida (for 10 years), Neveda and Ohio contracts. Today, Mohawk has transitioned NY, NJ, OH, MO, NV, MD, and GA contracts to Sourcewell as the basis of these state contracts. Renewal of these statewide contract adoptions and other are expected upon re-award to Mohawk of the Sourcewell award. Additionally, if Mohawk receives the highest score on this Sourcewell RFP, the state of West Virginia will adopt the Mohawk contract with a Sourcewell participation agreement. This will save procurement funds that have been recently wasted at West Virgina Department of Highways, West Virgina State Police, and other equipment recently sold through an MRO contract	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Former State of Maine Procurement Officer	Michael Wenzel	207-313-8244	*
Deputy Chief Procurement Officer of New York State	Mr. JP Behrle	518-474-3899	*
State of Missouri Cheif Procurement Officer	Karen Boeger	573-751-1699	*
Contract Management Manager for the State of Georgia	Dr. Carl A Hall, Esq., PhD	470-955-9767	
Nevada Purchasing Officer II	Ms. Heather Moon	775-684-0179	

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
NYS Department of Transportation	Government	New York - NY	Mohawk Mobile Columns Mohawk Four Post Lift Installation	$42,174.00 $42,174.00 $102,181.00 $44,075.00 $32,537.00 $51,091.00 $137,514.00 $45,838.00 $45,838.00 $50,429.00 $50,429.00 $49,829.00 $50,429.00 $100,857.00	$845,387.00	*
City of New Britain	Government	Connecticut - CT	Mohawk Vertical Rise Lifts Mohawk Two Post Lift Installation	$776,227.00 $54,654.00	$830,881.00	*

School Board of Miami-Dade	Education	Florida - FL	Mohawk Vertical Rise Lifts Mohawk Mobile Column Lifts Hunter Wheel Service Equipment Installation	$7,289.00 $7,289.00 $13,791.00 $17,120.00 $322,516.00 $16,046.00 $55,686.00 $7,289.00 $2,000.00 $63,647.00 $44,000.00 $18,333.00 $9,321.00 $17,587.00 $31,513.00 $66,505.00 $3,869.00 $28,036.00 $1,659.00 $15,120.00 $13,537.00 $22,842.00 $25,271.00	$810,257.00 *
Defense Finance Accounting Service INDY VP GFEBS	Government	Indiana - IN	Mohawk Mobile Column Lifts Mohawk Two Post Lifts Hunter Wheel Service Equipment Installation	$116,990.00 $116,990.00 $17,349.00 $76,456.00 $76,456.00 $76,456.00 $76,456.00 $50,853.00 $59,140.00	$667,144.00 *
State of Connecticut Department of Transportation	Government	Connecticut - CT	Mohawk Vertical Rise Lifts Mohawk Mobile Column Lifts Hunter Wheel Service Equipment Installation	$133,846.00 $4,214.00 $87,321.00 $4,619.00 $14,329.00 $14,329.00 $5,578.00 $1,068.00 $63,118.00 $63,118.00 $39,099.00 $48,789.00 $14,881.00 $14,881.00 $14,881.00 $29,209.00 $29,209.00 $14,881.00 $14,881.00 $29,209.00	$641,450.00 *

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

26	Sales force.	Mohawk maintains our government leadership position based on a combination of factory direct employees spread nationally, with responsibilities across Canada, working hand in hand with Mohawks independent dealers. Mohawk and each supply partner has a various number of sales and service providers across North America. Mohawk has 4 internal sales representatives and a network of 150+ independent distributors and resellers nationwide (Exhibit #21 is a partial list of Mohawk dealers. A complete list available upon request yet disclosing the entire list (as this is a public document) can give competitors a "shopping list" of potential resellers), Hunter Engineering has 900+ representatives, Westmatic (Large Vehicle Washers) has 4 people across the U.S. and Canada while Gray Manufacturing has 4 factory government focused sales representatives. The overlap between companies' sales and service providers is a symbiotic relationship that increases overall business. An example is when an architect contacts Mohawk for lift specs for a new building, Mohawk contacts the area Mohawk reseller and joint partner suppliers to also have the sales representatives offer their specific products through the Sourcewell (often state adopted) contract. Likewise, the partner supplier field reps inform Mohawk if a transit agency needs not only the specific equipment they offer (and Mohawk quotes) but informs Mohawk if this same agency also needs a lift. Of the products offered within Mohawk's Sourcewell Catalog (exhibit #1), none of these companies have competitive products, yet all the products are needed by any garage. Since there are no competitive products there's never an issue with disclosing information. A great example is Pinellas Transit who procured $65,000 in Hunter equipment, but with info from the Hunter representative also purchased sixteen 50K capacity Mohawk transit bus lifts. The same symbiotic relationship occurs with other supply partners.	*
27	Dealer network or other distribution methods.	Mohawk has a dealer network of 150+ Distributors and resellers nationwide (Exhibit #21). All Mohawk resellers, distributors and value-added suppliers' sales forces have been and continue to be trained on the successful use of nationwide government to government procurement MAS contracts. Many have attended Sourcewell U's, or Sourcewell sales accelerators to gain further insight into the government marketplace. When visiting a garage, distributors review the entire fleet being serviced and suggest which lift choices (or other equipment) and options are best suited for the agency's needs. See exhibit #22 as a sample member agency proposal that includes the lift, options, and later became a purchase order. Distributors can remove worn out or obsolete lifts, replace them with a current Mohawk model and train the shop technicians in the proper and safe use of the lifts. Hunter equipment is always sold, delivered, installed, and trained, with 500 nationwide dedicated installation and service reps all equipped with a vehicle stocked with the most common repair or replacement parts. These vehicles have an average value of $40,000 to $60,000 worth of equipment. As the name implies, distributors and dealers are Mohawks (and other supply partners) representatives in their respective sales areas. All who work with Mohawk have been educated and understand the benefits of Mohawk being the "awarded vendor of record" and how a cooperative procurement contract benefits their sales strategy in their specific geographic sales areas. Mohawk as the named and awarded vendor of record permits timely and correct quarterly reporting as opposed to asking groups of independent resellers if any of their sales of the last quarter went to any government agencies. Mohawk is always sure the proper sales figures and administrative remittance is sent to Sourcewell. As references, please ask our current Supplier Development Specialist, Jill Park, or any prior Sourcewell contracting officer.	*
28	Service force.	Service calls happen in 1 of 2 ways. The customer (government or private sector) calls the local Mohawk distributor as the two have established a relationship. Parts are available from the distributor. If needed, the service call is taken care of and the distributor invoices Mohawk for any component or time spent on site that was covered under the warranty. Or a lift user may call the Mohawk factory service dept and receive technical diagnosis over the phone. Mohawk's service department stocks dedicated service parts (exhibit #23) and can send out parts to fulfil service requests immediately and dispatch an area service provider. Mohawk's in-house service team is comprised of 4 people, a service manager, a field service manager (who working "hands on" with the reseller's service people), a dedicated parts associate and a person on the plant floor responsible for fulfilling and shipping service orders. Mohawk annual part sales as a percentage of Mohawk's overall business is minimal based on the longevity and design of a Mohawk Lift	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	As explained in response #27, all Mohawk distributors and supply partner networks understand the value of cooperative procurement and benefits of Mohawk being the awarded vendor. Mohawk is constantly educating the sales forces to continue to grow our and our value-added partners sales successes while filling the needs of Sourcewell member agencies. It's clear that not all lift manufacturers educate the sales force, which is another reason that Mohawk (not the largest lift manufacturer) continues to lead all vendors in the government marketplace. (Exhibit #4) When an order is received either via mail, fax, or email by Mohawks order management team it is matched with the area distributors/resellers quote and entered into Mohawk's ERP system. If the area distributor has that lift in their warehouse it is promptly delivered to the end customer and installed (if installation was requested). After installation the end customers "signs off" on the training and installation paperwork. This "sign off" states their staff was trained in how to safely operate the lift, and the area distributor sends that paperwork back to Mohawk's order management team. Mohawk then bills the government agency. The same applies to value added supply partners. If the lift ordered is a built-to-order lift, the area distributor and government agency will supply Mohawk's team with the signed data sheet (exhibit #24). This will act as the "build sheet" as the lift(s) are being fabricated. The order will be scheduled, and a delivery date will be communicated to the distributor and agency buyer.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customer Service is priority #1 at Mohawk. Senior management embraces customer service so that all at Mohawk "take ownership" of the work they do. (See Exhibit #25) Mohawk believes in providing prompt responses to all customer inquiries. Telephones are answered by a live person. If a call is missed, the message is promptly responded to. Mohawk has protocols for gathering customer information and relaying that inquiry to the appropriate internal department or field service representative. Most questions are resolved in the same business day. For those that require additional time or attention, Mohawk has follow-up protocols to ensure the inquiry is completed to full customer satisfaction. As to "incentives" that help Mohawk and our dealers respond to customer service issues. (Exhibit #26) • Quarterly the entire Mohawk factory gets together for a catered lunch to go over the previous period's performance. • Mohawk "celebrates" employee anniversaries by compensating staff on their 1 year, 5, 10 (+++) years of service at Mohawk. Last spring one 40-year employee received a tenure bonus of $4500. • Mohawk manufacturing employee incentives are based on meeting our customer service commitments for on-time delivery.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Evidenced by the longest established Sourcewell vendor and leading reporting vendor in the lift category, Mohawk is fully able to conduct business and provide products and services to Sourcewell members. Mohawk is always willing and eager to continue the relationship and growth of the Sourcewell award by EARNING the member business. Mohawk has completed transactions with member agencies nationally, requested agencies to become Sourcewell members before accepting orders and has attained 8 state adoptions of the Sourcewell award (soon to be 9 adoptions). State adoptions serve as a statewide contract in these 8 states. Mohawk continues to seek statewide adoptions nationally. Acknowledged from former contracting officer Kelly McAllister is when Mohawk attains a statewide adoption, most other awarded vendors also automatically receive the same statewide adoption although they've done nothing to earn the adoption. Whereas, Mohawk has engaged state central procurement to earn the statewide adoption. The competitive vendors and Sourcewell are the beneficiaries. Mohawk accepts this as a "cost" of Mohawk achieving another statewide adoption. Another example of willingness came about on Friday afternoon (11/17) at approximately 3PM. Steve Perlstein, Mohawk's President, received a call from Sourcewells Mike Domin. Mr. Domin inquired about Mohawk's willingness to extend our NYS state adoption for an additional year. This request came from NYS OGS (Office of General Services) at the request of OGS's Christine Anderson who works with Todd Gardner under Wendy Reitzel, the OGS director for services and commodities (wendy.rietzel@ogs.ny.gov). (Exhibit #7)	*

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Across Canada, Mohawk has several sales/service and installation representatives. Supply partner Hunter Engineering has 90 different reps, Westmatic has two plus independent area service and installation representatives. As previously described, all supply partners have an adequate number of representatives to cover all of Canada. An example of Mohawk's ability to provided products and Services within Canada is every Canadian Department of National defense base from the Maritimes to the western provinces have a Mohawk 50,000lb. capacity four post lift and a 26,000lb. capacity two post lift. From a Canadian federal perspective, while Mohawk has 8 highly coveted National Stock Numbers (NSN's) assigned to Mohawk by the U.S. Dept. of Defense, the Canadian Military has assigned 3 additional NSN's numbers to three different Mohawk lifts. Included, are some examples of recent Canadian orders (Exhibit#27).	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None – Mohawk can provide all products, installation, and service for all geographic areas. The more remote areas of the continent are not as easily serviced as the more populated areas, yet there is no part of North America that will not be fully served. Examples include lifts sent to Prudhoe Bay, Nome or Kotzebue Alaska or lifts shipped to Cold Lake, Alberta or CFB (Canadian Forces Base) Alert on Ellesmere Island as the world's most northerly, year-round inhabited place on earth (500 miles from the North Pole).	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	All government agencies are served by the Sourcewell award. Mohawk is the longest awarded vendor of the vehicle lift and equipment category. During Mohawk's tenure as a Sourcewell vendor, we have provided Mohawk lifts, Hunter Equipment, Westmatic vehicle washers and Gray portable shop equipment to schools, universities, transit agencies, water/sewer districts, county/city/state agencies, and not for profit agencies. Mohawk has a GSA contract as well as a NASPO Valuepoint award. None of these other contracts limit Mohawk's ability to promote one MAS award over another	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Agencies in Hawaii, Alaska, US territories, and some parts of Northern Canada do have freight restrictions. Mohawk only pays the freight to the closest US port and the agencies are required to pay freight charges to their end destinations like Nome, or Kotzebue Alaska (both extremely remote areas). People who live in these remote areas are accustomed to paying more for everything based on the remoteness of their locations.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	1. Contract Announcement — Mohawk intends to commence our contract opportunity by announcing the achievement in the following ways: a. Corporate Website MohawkLifts.com — Prominently display the announcement on the home page top hero section of our corporate website that links to a press release describing the award and contract parameters. MohawkLifts.com is visited daily by multiple procurement agencies and end users. b. Social posts — The same press release to be posted to our growing audience of subscribers on Facebook and LinkedIn. 2. Print materials — a. Sourcewell logo prominently shown — As with previous awarded contracts, the Sourcewell logo will be prominently displayed on the back page of every product brochure, catalog, and flyer (see Exhibit #28) b. Trifold brochure/print mailer — Mohawk intends to update and distribute cooperative procurement trifold brochures for Mohawk sales reps and partner supply firm's sales reps to utilize as leave-behinds when visiting with agency reps. The compact nature of the trifold also makes for an excellent direct mailer to send at fiscal year-end or the start of new budget years. (see Exhibit #29) 3. Trade shows — Mohawk exhibits at many national and regional government-oriented trade shows as well as sponsorship support to a variety of organizations. In both cases, Mohawk intends to prominently display the Sourcewell logo in appropriate trade exhibit and sponsorship materials. a. Trade show list — With a proud history of 30+ years of participation, Mohawk intends to continue exhibiting at the American Public Works Show (now called PWX), APTA (American Public Transit Show), and NTEA Work Truck Show. Additionally, Mohawk will continue to attend several regional trade shows such as the NYC Fleet show (see Mohawk's Steve Perlstein and Sourcewell's Kelly McAllister in Exhibit #6), the New Jersey League of Municipalities, and other regional shows.	

b. A true RELATIONSHIP — Mohawk deeply values the relationships formed with Sourcewell over the course of our rich histories together. It would be remiss if we did not share an anecdotal example:

For two years, Sourcewell could not acquire booth space at the NTEA Work Truck Show. Mohawk sold a 10 x 10' exhibit area at the end of our joint Mohawk/Hunter booth. This gave Sourcewell the ability to meet with it's member agencies. The third year Sourcewell acquired its own booth. (see Exhibits #30 from the show).

c. Let the Sourcewell flag fly (and magnets) — Mohawk proudly displays Sourcewell flags and magnets at all appropriate trade events (see Exhibit #31).

• One year, Mr. Duhn and Mr. McAllister came to Albany to attend the NYS OGS Gov Buys show only to realize the Sourcewell flags and magnets were left behind at their previous trade show. Mohawk provided Duhn and McAllister with extra Sourcewell flags or magnets for Duhn and McAllister to give other exhibitors.

4. Email — Mohawk intends to send promotional e-mails at key times throughout the year to our growing database of existing customers and prospects. This list consists of government fleet managers, procurement specialists and purchasing agents (see Exhibit #32).

5. Trade Publications — Mohawk advertises regularly and intends to include the Sourcewell logo prominently in several government fleet trade magazines, including Fleet Maintenance, Government Fleet, and School Transportation News. (see Exhibits #33,34 & 35).

6. Association partnerships — Mohawk is a 20-year member, sponsor, and participant in the National Council of State Fleet Administrators (NCSFA).

a. A history of introductions — Years ago, Mohawk encouraged Sourcewell to join the NCSFA. After Sourcewell became an NCSFA member, it was a natural fit for Mohawk to make sure Mr. Tony Glenz was properly introduced within the association. This tradition continued when Mr. Kelly McAllister took over the contract, and in 2023 with Mr. Andy Campbell. *

7. Independent pro-cooperative procurement organizations — Mohawk participates with a growing number of independent public procurement advisor organizations that facilitate relationships between buyer and supplier. They are an excellent, neutral, and informative resource for government buyers to better understand cooperative procurement to make informed purchasing decisions. Most recently, Mohawk has been listed with the following organizations:

a. Procurated — Touting over 85,000 verified government, education, and non-profit users, Procurated is a neutral ground for buyers to explore and provide honest supplier reviews for others to see. Mohawk is currently 1 of 3 lift manufacturers ranked with an average rating of 4.9 out of 5 stars based on customer satisfaction and timely responses. (Exhibit #25)

b. Pavillion — Pavillion praises its ease of use for buyers to find the right match in search results, and then explore purchasing options.

Mohawk intends to actively participate in pro-cooperative procurement organizations like these as part of its continued contract marketing strategy.

8. Easy purchasing process — When a prospect receives a Mohawk quote, they are provided with easy-to-understand reference items that include the Sourcewell award or state adoption, their agency member number, and an itemized list of products that includes their discounted and delivered Sourcewell member price (see Exhibit #22).

9. Website (GovLifts.com) — At the epicenter of Mohawk's contract marketing strategy is the use of GovLifts.com featuring Mohawk, Hunter Engineering, Gray and Westmatic products. This site is truly one-of-a-kind and is unrivaled in the vehicle lifts and related garage equipment marketplace. It provides just the right balance of educational materials, ease of use, contract terms, pricing, and product information in order for buyers to make informed purchasing decisions. Some of the features include:

a. Home Page — Map showing various contract types including alternate contracts available to public agencies. Updates are made in near real-time.

b. Easy access to Sourcewell's dedicated page — Your page includes information on Sourcewell Award Number, Terms, Products, Pricing, FAQs, Member List, and more. Nick Trout's Sourcewell Overview video has been recently added and prominently displayed under our suite of product offerings.

c. 1000's of pictures (MohawkLifts.com/pics) — An excellent due diligence resource to visually compare Mohawk offerings to other options for customers to validate purchasing decisions.

10. Mohawk is Sourcewell's #1 advocate for cooperative procurement!

Using the old NJPA (and Sourcewell) saying; There are two questions; What are you going to buy? And how are you going to buy it? Sourcewell and cooperative procurement is the answer.

When a need arises, fleet managers know what they need and the quality they seek. Yet when cooperative procurement isn't used, a bid ensues.

A "bid" is a referendum on who offers the lowest price, or largest discount. Mohawk's sales reps and partner supplier reps have been taught that an invitation to bid is an invitation to lose as well as an invitation to competitors. Too often the results are not the

		equipment the fleet manager wanted. Procurement departments purchasing at the lowest price or largest discount does not serve the needs of their agencies. With this in mind, the last component of Mohawk's contract marketing strategy includes education. Mohawk actively seeks out speaking opportunities to educate agencies on the benefits of Sourcewell and cooperative procurement.	
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	1. Website Assets — Mohawk's government marketing activities are primarily centered around the in-house development, maintenance, and monitoring of following websites: a. www.govlifts.com — Its purpose is specifically for making the complex decision-making and procurement process easy for everyone who participates in the government buying chain of vehicle lifts and associated garage equipment. b. www.mohawklifts.com — For government purchasers, our main corporate website links off GovLifts.com and showcases an expanded view of each specific lift model. c. www.mohawklifts.com/pics — Also links off GovLifts.com, this site is an excellent due diligence resource to visually compare Mohawk offerings to other options in order for customers to validate purchasing decisions. Technology Used: All three sites are built in WordPress and are in accordance with web and search engine best practice standards. Content and images are tagged, keyword-rich, and assigned with optimized metadata to ensure strong page results in all major search engines. Results are monitored regularly in Google's latest business offering, Analytics 4 (GA4). Organic search is currently responsible for 73% of Mohawk's web traffic. 2. Marketing Automation — Mohawk utilizes Marketing Automation software for the following tasks and monitoring mechanisms: a. List management — We currently segment and manage a whitelist of 30,000+ existing customers and prospects consisting of government fleet managers, procurement specialists and purchasing agents. Updates are regularly contributed by Sales, Customer Support, and Marketing teams. b. Email marketing — Email is used as our primary source for government outreach in product education and promotion. All Mohawk email marketing strictly follows anti-spam hygiene and opt-out protocols. Customer questions and interest levels that result from emails are fed into, then monitored in our CRM system to become part of the customer's record. c. Lead management — When a customer product inquiry is made by web form, the type of information requested triggers specific automated actions performed within our Marketing Automation System and CRM simultaneously. All inquiries initially receive a personalized thank you email equipped with links to relevant brochure information. Concurrently, a local salesperson is notified within their CRM to manage the customer relationship, determine follow up engagements, and update the lead status as the prospect is guided through the sales funnel. Marketing Automation continues to provide additional relevant information at key points throughout the buyer's journey and is activated as the lead status changes. The goal is to provide efficient, personalized service that is rich with information, from inquiry-to-quote-to-sale-invoice-installation and beyond. 3. Inbound Marketing — Used to drive and monitor new web traffic, Mohawk incorporates the following inbound marketing techniques: a. Paid media — In addition to targeted monthly ad spend in Google AdWords, Mohawk commits to annual investments in various trade print and digital media. Digital ads are UTM-coded (Urchin Tracking Module) and frequently monitored for their effectiveness. b. Earned media — With decades-long relationships with a variety of trade publications, Mohawk is frequently asked for commentary on fleet safety and lift technology topics, provide contributing articles, as well as issue press releases when noteworthy topics arise. Inbound links from earned media are closely monitored. (Exhibit #34) c. Social media — Mohawk is currently active in growing our networks on YouTube, Facebook, and LinkedIn. Inbound links from social network posts are closely monitored. d. Referrals — Partner websites (Mohawk distributor network and product partners), directories, and representation on independent pro-cooperative sites like Procurated and Pavillion provide an ongoing flow of new inbound traffic referral sources and inquiries that are closely monitored. (New Exhibit #36) 4. Events a. Trade Shows — Mohawk exhibits at many trade shows throughout the year. Attendees contact information is captured either by a barcode scanning device service provided by the event host, or by simply collecting business cards. In both cases, the contact information is then added to our growing contact list of government fleet managers, procurement specialists and purchasing agents. b. Webinar Guest Speaker Opportunities — Mohawk is frequently asked to participate as a guest speaker for webinars hosted by a variety of trade publications and associations. Attendee lists are provided and added to our growing customer list of government contacts. A recent example is in September of 2023 at the NCSFA Conference, Sourcewell's Andy Campbell, heard a Mohawk/Hunter session titled "Keeping your fleet on the street – Advances in vehicle lifts and garage equipment technology".	*

38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	1. Sourcewell's role in promoting contracts is making an award to the most qualified national vendors. 2. After the award, Sourcewell needs to send a few press releases to various media and websites and update the Sourcewell website showing the new award. Sourcewell should assist the 8 states that have adopted this award to again be participants on a statewide level of the previous award's extension, while the states are reviewing the new award. 3. Once awarded, Sourcewell should properly show awarded vendors on www.sourcewell-mn.gov so member agencies can view the award. Beyond the above few items, sales success in the hands of the vendors to spread the word and market (sell) the products included in the award. Nothing else is expected, as Sourcewell is not expected to be a subject matter expert in lifts and capital repair shop equipment.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	1. Mohawk does not have an e-procurement site. Vehicle lifts and equipment shouldn't be sold on a market basket shopping cart as some items can be. Mohawk's government website section dedicated to Sourcewell, (www.govlifts.com/sourcewell) shows everything an agency could want — including the contracts terms and conditions, the product, the discounted, and delivered price. 2. Mohawk was one of the early Sourcewell companies involved with Equal-Level. There is no e-procurement as lifts and equipment on this contract have members needing: a. An agency site visit (as a 30' lift never fits a 20' long bay) b. Verification the ceiling is adequately tall enough. c. Verification that the concrete floor is adequate to safely install the lift (if the agency desires installation). d. Visual Verification the members proposed lift(s) fits the vehicles (capacity and length) the member have in their fleet. 3. Mohawk believes that the face-to-face way of doing business is the best way in this marketplace for these types of commodities. Once the face-to-face visit occurs, to eliminate a chance of a mistake for a "built to order" lift, data sheets are filled out and signed off on by both the area Mohawk dealer and co-signed by the fleet director as the customer (see exhibit #24 as a silly example of a completed data sheet). 4. Information asked on the data sheet can only be assured of being correct when an experienced sales rep is at the shop location (as a 30' long lift never fits in a 25' garage bay). Everyone has heard the saying, "measure twice, cut once" the lift business is no different.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Mohawk Lift users are always trained when the member chooses to have the lift installed. Lift installations are an optional item with extra costs and vary by lift type, length, or capacity. Some members do their own installations as the more popular lifts are easy to install. Mohawks end customers are mechanically inclined and able to follow the simple instructions found in www.mohawklifts.com/ops (the website of installation and operations manuals). For lifts where the agency has chosen installation as an option, the installation comes with a “sign-off” sheet that the technicians in the garage have been trained to operate the lift. For Hunter wheel service equipment, installation and training is standard procedure provided by the area Hunter sales or service rep (totaling 900 people across the US and Canada). For Hunter equipment, ONLY when purchased through Mohawk, advanced training vouchers are included (training certificates) to attend high level training classes at one of 31 national training centers (generally vo-tech schools or colleges). Westmatic vehicle wash equipment users are trained at the end of the installation period. Other partner vendors have training available at the end of installation. Other value-added attributes. Mohawk lifts offers more value-added options than any lift company. Industry exclusive examples include: 1. The ability to make a 2-post automotive lift into a two-post turf maintenance lift. 2. A weight gauge option that shows the lift has been lowered onto the mechanical locks. 3. The wheel engaging adaptor saves time by not needing to position all four arms of a 2 post. 4. Mohawk mobile lifts permit raising a winged snowplow truck without the need of removing the wing plow. 5. A tire dolly to remove the heavy tires of a DOT type truck. 6. Mobile lifts with larger capacities (up to 240,000 lbs. or 8 columns at 30,000 lbs. each). 7. Mobile lift options such as fork-lift adaptors or front to rear adaptors rated at the necessary capacities others don’t offer. Examples of all these options can been seen in exhibit #37,38, & 39 or www.mohawklifts.com/brochures. If a spare part is needed, member agencies can visit www.mohawklifts.com/commonparts. This site shows the part and pricing of 90% of any component ever needed. After the sale/installation, should a member agency require additional training for a new technician, annual lift inspections, or annual operation training (also required under the ANSI safety regulations), the area Mohawk reseller network provides these services. Per Automotive Lift Institute (ALI) bylaws, inspections are to be performed by third party service providers and not ALI member manufacturers.	*

41	Describe any technological advances that your proposed products or services offer.	Mohawk's technological advantages relate to added operator safety with multiple redundant safeties, increased shop efficiency/productivity, the ability of Mohawk Lifts to fit into spaces others won't, and the longest (warranty) in the lift industry. Examples include: • Weight Gauges (A Motor Magazine top 20 Tool winner). Mohawk is the only two post lift (the most popular lifts made) offering a weight gauge to show the tech has lowered the lifts onto the mechanical locks (per ANSI standards). The gauge is an added safety to #1 show the weight is resting on the mechanical locks and not on the hydraulics (exhibit #40), #2 to aid in diagnosing vehicle performance, and #3 A visual assurance the lift is not being overloaded. • Wireless mobile column lifts: Mohawk offers capacities from 14,000 to 30,000 lbs. per column for the heaviest vehicles (few companies offer columns over an 18,000 lb. capacities). Exhibit #41 shows a list of options with the necessary capacities for the services being performed on mobile lifts. (exhibit #39 & #42) • Mobile lifts Front to Rear Bumper Adapter: This feature gives the technician the ability to leave all 4 wheels hanging free for tire and brake service. Many offer this option in a 12k-15k lb. capacity, Mohawk's capacity is 26,000 for a real truck (not just a pickup). Exhibit #43 • Mobile lift Fork-Truck Adapter Kit: rated at 28,000 lbs. where most are just rated at 10,000 and are inadequate for use on anything but small forklifts. Exhibit #44 • The only two post lifts (the most common lift type making up most of all lifts sold) offering a clear floor work area, infinitely adjustable overhead hydraulic line, or hydraulic lines routed through the garage floor to leave nothing between the posts with the shop floor or ceiling clear. As opposed to Two post shown with limited lifting height. Exhibit #45 • Two post Speedlane option: This option allows a two-post frame engaging lift to become an instant drive-on lift. This saves a technician time, increasing efficiency and shop productivity, by not needing to position the 4 swing arms under every vehicle saving 5-10 minutes per vehicle. Speedlanes have added value in educational setting as they increase lift safety as inexperienced technicians may be less careful in properly positioning the four swing arms to the frames lifting points. Exhibit #46 • While not a technological advance, the warranty of a Mohawk two post lift is 25 years structural, with a full 10-year mechanical (moving parts) warranty. The next closest in the lift industry is 2 years if installed by a Rotary Authorized installer. This gives fleet managers peace of mind knowing they're standing under a vehicle that is manufactured to the highest quality standards. Fleet managers know a Mohawk lift won't be "down" for replacement of cables, cable sheaves, plastic slide blocks or leaking/broken rubber hydraulic hoses as Mohawk does not use any of these lesser quality components in the two post lifts. If a manufacturer's goal is to manufacture a lift for less vs. the best quality product, then steel and components aren't sacrificed. As a factual comparative, a 10,000 lb. capacity Mohawk 2 post lift weighs 2500 lbs. when shipped. A Rotary lift weighs less than 1,400 lbs. The Mohawk advantage lies in a lift that lasts and has no down time. Every, and any model or capacity of Mohawk Lifts offers features that others do not. These range from increasing end user shop throughput speed for efficiency to options and capacities not offered by other lift companies (included all options brochure exhibit #47). A Mohawk advantage is the lift is built to the highest level of safety as safety is not an option. Shown are comparative images of a top-down view of the construction of 2 competitive brands vs a Mohawk Mobile Column lift (Exhibit #48). Additionally, Mohawk mobile lifts come with retractable wheels as standard equipment and some brands are optional. (Exhibit #49). Safety is not an option, nor would anyone go weightlifting wearing roller skates vs. a stable set of shoes on the floor. Mohawks long term joint venture supply relationships with complimentary manufacturers (Hunter, Gray, and Westmatic) bring added value to Sourcewell members and to Sourcewell. The cross relationship of providing a Mohawk Lift to a member agency often leads to the sale of a Gray floor jack, Hunter tire changer or visa-versa increases member usage, increases statewide adoptions and Sourcewell reported spend.	*

42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Mohawk manufactures lifts that last much longer than other lifts. The Mohawk engineering design reduces the amount of replacement lifts, parts and waste directed into landfills. Mohawk utilizes many green initiatives in the manufacturing and packing process including: • #1 Reusing and recycling shipping materials. • #2 Sourcing from local and domestic suppliers with minimized packaging methods. • #3 Mohawk machine shops suppliers ship products in reusable wire baskets vs cardboard boxes piled on a wooden pallet (Exhibit #50) • #4 See Mohawk’s Sustainability initiatives that discuss product lifecycle, supply chain management, facility/people, recycling, and waste Exhibit #51. Examples are: • Every product has a cost of ownership. Mohawk Lifts have the lowest cost of ownership as parts found on the most common two post lifts (rubber hydraulic hoses, lifting cables, plastic slide blocks) are not engineered into a Mohawk lift (see Dare to Compare exhibit #52). These lower quality materials (lower cost to manufacture) cost lift users hundreds if not thousands per year. Mohawk is built to last, creating less scrap metal, less waste, and lower maintenance due to the amount of replacement parts not needed. • As a US manufacturer, Mohawk is not using fuel to bring lifts and components from China (also meaning minimal supply chain delays during the few years of Covid) as opposed to most lifts which are “assembled” (or branded) in the US, Mohawk is a true manufacturer (Exhibit #53). Sourcewell’s Mr. David Duhn and Kelly McAllister have both been to the Mohawk factory to witness Mohawk is a fabricator vs. an assembly shop of foreign made lifts. • Mohawk Lifts recycles the shipping tubes (meant to protect the lift in transit) again and again as opposed to welding, drilling, cutting, and throwing away shipping tubes. At times, when customers agree to return the shipping tubes vs throw in a dumpster, Mohawk passes on the cost savings of these to the customer (I.e., NYS Canal authority and the 36 shipping tubes that were used again on different lifts). Sourcewell should be assured the shipping tubes mentioned are not part of the lift, just a protector for shipping and not a structurally integral part of the lift. Using the shipping tubes over and over saves steel, labor, welding smoke and passes costs saving to the end users. • Mohawk recycles all steel, electric motors, recyclable trash, and cardboard. The Mohawk factory has two cardboard dumpsters while the office has multiple 90-gallon paper recycling bins. All bottles, plastic or cans go to a recycling bin vs. the trash bin. • Mohawk Lifts are shipped with a minimal amount of packaging materials (which end up in a landfill). Images in Exhibit #54 are comparatives of a Mohawk lift that weighs 2500 lbs. yet only has 4 pieces of recyclable banding, plastic wrap, two 4” wood blocks, recycle OSB wood to protect in shipment and a single cardboard box as waste. The opposite picture is the total amount waste of a standard automotive lift upon unpackaging.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	There are no eco-lab certifications for lifts or any of the offered capital garage equipment. Due to the 25-year warranty and longer lifecycle (with minimal parts to be replaced) the state of WA in 2006 referred to Mohawk as a green manufacturer. This designation allowed Mohawk to exhibit at the Green Truck Summit section of the Work Truck show for years and allowed Mohawk to participate in the Washington Green Fleet Expo (Exhibit #31). The design of a Mohawk lift eliminates the parts needed to be replaced on other lifts. This means less cost, no downtime, and no annual maintenance bill to replace cables, plastic slide blocks, cable rollers and rubber hoses as Mohawk doesn’t design lifts with these lesser quality components. The exhibit #55 titled steel bag is a comparative of lifts of Mohawk components vs. other lift brands. Included is the front page of the ANSI recognized Automotive Lift Institute” Lifting it Right booklet”. Page 29 shows the maintenance items found on most lifts. The items circled are not found in any Mohawk designs, the cables shown are only warranted for 1 year, while the Mohawk chain is warrantied for 10 years. (Exhibit #56)	*

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Mohawk is no longer a small business, nor a veteran owned, woman owned, or minority owned business. Yet as a manufacturer in NY, who holds a NYS state contract (Sourcewell based) Mohawk is required to do everything possible to direct business to WMBE and SBE companies as required by New York State. Mohawk purchases steel from a federally certified SVDSBE (service veteran disabled small business enterprise). Please see exhibit #57 from steel supplier T&T Materials Inc. Another example of Mohawk's diversity is the email (exhibit #8) from the state of North Carolina leaving the NASPO award after 15 years to adopt the Sourcewell award. Per North Carolina's Mr. Bahaa Jizi this is based on the woman owned status of Mohawks North Carolina based reseller. Mohawk actively seeks woman owned/minority owned resellers, supply companies, lift installation providers and all diverse business entities (printing, cleaning, painting, promotional materials).	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Mohawk offers the following unique industry attributes: • Product Quality is heads and shoulders above other lift providers (Exhibit #58) • Product Warranty provides Sourcewell members with the best value for their procurement dollar and the longest warranty in the lift industry. • Product Manufactured within the United States, meeting the FTA (Federal Transit Authority) Buy American requirements (see exhibit #16 a scoring metric from a former NASPO award as to which lift suppliers do and do not meet the FTA Buy America clause). • Mohawk offer features that no other lift manufacturer offers to make a shop more productive and efficient, ex: Speedlane, turf kit, and wheel engaging adaptor for the two post models or (Exhibit #59) mobile lifts options in capacities others do not offer (exhibit #41). • Product reliability and longevity (see letter from NYPD deputy Commissioner Robert Martinez or Mohawks www.procurated.com reviews Exhibit #20) Mohawk offers the largest variety of lifts to service all cars, mid-sized trucks, and larger trucks than any lift manufacturer. Add to this product variety, the industry exclusive options (Speedlane, Wheel Engaging adaptors, and weight gauge for two post lifts), the only US made parallelogram lift, and the heaviest capacity vertical rise, mobile, four post, and two post lifts. Mohawk offers complimentary products ranging from Hunter tire changers, wheel balancers, alignment machines, Gray portable shop equipment and the Westmatic large vehicle washes. For this RFP, Mohawk is adding the following machines as found in every repair garage: • Miller welding machines, • Liftpoint material handling service lifts (A two-year-old, unique and patented product) • Worky exhaust evacuation equipment and shop cabinets/benches • CAES refrigerant machines to service a vehicle air condition system. • Legacy Air Compressors Mohawk has been serving Sourcewell members for the past 14 years. Mohawk is the sales leader in the government marketplace (see exhibit #4) of Sourcewell sales, GSA sales and NASPO sales. Mohawk Lifts and the related complimentary products is why Mohawk is the #1 vendor in the category of spend and statewide adoptions. From senior management down, Mohawk and our supply partners believe in and have embraced cooperative procurement. We teach it, write about it, and make sure our field sales force is ready to use contract sales. Sourcewell's Tom Perttula (Sr. Director of Cooperative Purchasing) believes that despite not being the largest or oldest Sourcewell vendor that Mohawk brings "more" knowledge, experience, and proven ability to the table. Mohawk's President, Steven Perlstein has been a member of the Sourcewell vendor advisory council for the past 8-10 years. Steve shares his knowledge, discussing statewide adoptions, networking, being a panelist at H20, increasing membership for Sourcewell and teaching newer awarded vendors and their field sales staff to make the most of the Sourcewell award with Mohawk as the lead.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	

46	Do your warranties cover all products, parts, and labor?	Yes, all products are covered. Exhibit #60 is Mohawks warranty. This warranty shown at the ending pages of the list price sheet, which is posted on www.govlifts.com/souurcewwell (across from the terms and conditions approx. 2/3rds of the way down the page). https://mohawklifts.com/library/Mohawk_Warranty_04.05.21.pdf Different lifts have different warranties. As stated, the overwhelming most popular lift is a two-post side by side, which Mohawk offers an industry leading 25-year warranty on the structure, backed by a 10-year warranty on the moving parts (roller bearings, chains, safety release lever, safety release cable, etc.). To best understand the quality and longevity difference of a Mohawk two post lift, please see exhibit #58.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No. There are no usage restrictions. Examples are several garages that run 2 or 3 shifts per day. NYPD, FDNY, and NYC Sanitation all have 32+ year old Mohawk lifts. These garages operate either 2 or 3 shifts per day. Please see exhibit #20 from NYPD former deputy commissioner Robert Martinez. These lifts have 60+ years of usage and are still going strong every day.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, situation and product dependent. If a customer forgets where the "up" (or down) button is after being trained, the local representative might charge the agency if a special trip is needed. This can be handled easily over the phone, via virtual meeting or email. The operator is also able to read the instruction manual that was included with purchase or can be found online at www.mohawklifts.com/ops . If the issue is a defective part, Mohawk pays the local installer/service provider, and the user (agencies) don't receive an invoice.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Mohawk can provide 100% coverage in the lower 48 states of the US. Alaska and Hawaii are remote, as our rep in Alaska lives in Anchorage and doesn't travel to Juneau, Nome, or Prudhoe Bay every week. The same applies to parts of Hawaii and areas in Canada. Mohawk is more established in the US than in Canada. We know 90% of the Canadian population lives 100 miles from the US border, yet there are Mohawk lift installations in remote places like Cold Lake Alberta the Yukon or CFB Alert (the northerly most year-round inhabited place on earth). A service call to Cold Lake Alberta or Nome Alaska doesn't happen overnight, yet for 40+ years we've handled most service issues over the phone. In remote areas customers know the reliability of Mohawk. They buy Mohawk recognizing there are not 10 service centers to show up in an hour. Remote agencies buy Mohawk for quality, reliability, and longevity. As a manufacturer, Mohawks factory employed service team handle most service questions over the phone. Customers are also able to email Mohawk at service@mohawklifts.com. After hours the Mohawk telephones are answered by an outside answering service up until 6PM Pacific time. The answering service will call one of the service staff after hours to return a customer's call.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	The Mohawk value-added supply partners (Hunter, Gray, Westmatic, etc) each cover service directly with their service departments. Mohawk only partners with the highest quality manufacturers in their respective fields. If not, the marginal quality of other manufacturers' products may reflect on Mohawk and future lift sales.	*

51	What are your proposed exchange and return programs and policies?	Lifts are not generally a returnable item. Precautions are taken in advance of shipping as every 4 post, mobile, parallelogram or large two post is fully set up and made operational prior to leaving the factory. Lifts are big, heavy to move and expensive to re-ship. These are the reasons every lift has detailed specs on the back page of each flyer (emailed and a hard copy is mailed when a customer inquiries). See exhibit #61 for a typical product flyer and the back page for specs and measurements. An example of great customer service (not the fault of Mohawk) is the 50,000 lb. capacity four post lifts Pinellas Transit purchased. After installation Pinellas Transit asked Mohawk to exchange 24" wide runways (which they acknowledged they ordered) for 32" wide runways. Pinellas paid freight in both directions and paid extra fees to exchange the 24 for 32" wide platform. In the lift industry large lifts are built to order. No lift industry manufacturer keeps every model of large 4 post, vertical rise, or parallelogram lift in stock. This is because each lift is different. These built to order lifts require a "data sheet" (a build sheet). Exhibit #24 requires the signature of both the using agency and the Mohawk representative. The data sheet asks certain questions about the lift, the facility, the options, track lengths or widths. In 30+ years of requiring data sheets, only one time did a reseller measure the bay length incorrectly, causing the runways to be returned, welded shorter and resent to the agency. One mistake in thousands of lifts is a very good average	*
52	Describe any service contract options for the items included in your proposal.	None. The ANSI (American National Standards Institute) requires lifts to be inspected annually. Per the ALI (Automotive Lift Institute) independent inspectors must perform these inspections. ALI feels that if lift manufacturers were to perform the annual inspections, it's akin to the fox guarding the hen house. I don't believe any ALI member inspects their own lifts as this has been an ongoing discussion within ALI, and this was a topic at a recent ALI membership meeting.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Standard payment terms are Net 30 days from invoice date. Mohawk will extend payment terms in cases of statewide adoptions or an agency term being 45 or 60 days. Mohawk accepts checks, wires, ACH payments, and p-cards. Mohawk also allows financing if the member agency is using a finance company such as Sourcewell awarded vendor NCL (National Cooperative Leasing).	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Mohawk offers financing through National Cooperative Leasing (NCL), a Sourcewell awarded vendor. The NCL Alternative Funding Solution video is displayed at the bottom of Mohawk's Sourcewell webpage (https://govlifts.com/sourcewell/). Mohawk assists with connecting the agency to the proper person at NCL to start the paperwork process if using financing. NCL is also an awarded Sourcewell Legendary Leader award recipient.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	• Exhibit #22 is the quote proposal we send member agencies (which includes the agencies Sourcewell member ID) a brief set of terms and conditions, and the product the member asked about. Included in this exhibit is the PO that was generated from the proposal. Likewise, the terms and conditions can be found on our website about ¾ of the of the way down on the page. www.govlifts.com/sourcewell.com.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, Mohawk accepts P-Cards as payments. No, there are no additional costs associated with the use of P-Cards.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	

57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Mohawk and all supply partners have a published list price. Mohawk and all supply partners offer a discount percentage off MSRP (list price). Over the 14 years of being an awarded Sourcewell vendor, Mohawk's prices have changed but the discount percentage off list price remains consistent. Prior to posting new prices on www.govlifts.com/sourcewell, a Product and Pricing request has been submitted to Sourcewell and only after approved, does Mohawk make the price changes to this website. Mohawk, Gray, and Westmatic have one discount percentage off list. Hunter, discounts vary based on either the product category of A; light duty or B; heavy-duty products. • All offered prices include delivery to Sourcewell members in the 48 continental states (AK, HI and Canadian customers pay freight from the closest shipping or border crossing). • All prices include the proposed 1.4% Sourcewell administrative remittance. • Every companies products have a specific part number (SKU), which is included in the uploaded price list of each supplier. • The list, discounted prices, and SKU #'s can all be seen on www.govlifts.com/sourcewell. • Unlike other vendors who have different prices, don't include freight costs, or have varying freight terms and conditions on other MAS contracts, Mohawk's GSA, Sourcewell, NRECA and NASPO prices are all the same. Mohawks consistency is why states choose to adopt Sourcewell as the basis of award when considering a statewide adoption. All Sourcewell needs to do is visit www.gsaadvantage.gov or Portfolio Details - NASPO ValuePoint to realize that some Sourcewell lift vendors don't include freight for Sourcewell yet they do with NASPO. Or the pricing on a GSA award, vs a Sourcewell award vs. a NASPO award are all different. With Mohawk the sole difference is the administrative remittance which Sourcewell has lowered to equal NASPO when we seek a statewide adoption.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Mohawk Lifts – 15.68% off List Price Hunter Engineering – Light Duty Products 21.91% off List, Heavy Duty Products 10.75% off List Gray Manufacturing – 10.77% off List Price Westmatic – 10.77% off List Price Miller Welding - Low Capacity Products 19.37% off List Price, Heavy Capacity Products 10.01% Off List Price Liftpoint USA material handling service lifts – 8.74% Off List Price Legacy air compressors – 10.77% off List Price Worky exhaust evacuations and shop work benches - 10.77% Off List Price CAES air conditioning (AC) freon reclamation - 16.35% off List Price	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Mohawk does offer volume discounts on the most popular two post lifts and at times with large orders (ie. Delaware DOT) has lowered the pricing to the agency.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	In our years as a Sourcewell vendor this has happened very infrequently. If it does occur the calculation for the sourced item is cost +10% + the 1.4% administrative fee.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	In keeping with Mohawks best value proposition and unlike most lift manufacturers 1. When Mohawk ships a lift, truck adaptors (required to be used when raising a pickup or work truck) are standard equipment vs. optional equipment as charged throughout the lift industry. Truck adaptors are needed if lifting any vehicle beyond a passenger car. (Exhibit #62) This picture taken from under a pick-up shows the silver-colored truck adaptors making the connection between the four swing arms and the truck frame that are included as standard with every Mohawk lift. A few of the extra truck adaptors not in use can be seen mid-height mounted on the columns. 2. Mohawk lifts come with an electrical cord attached with a	

male plug pre-wired, and the female plug in each parts box. Most lift manufacturers do not include the wire or both halves of the electrical plugs.

3. Mohawk Lifts are shipped with a special low temperature rated hydraulic fluid already in the power unit. Most lift companies do not include hydraulic oil.

4. Mohawk's DC (battery operated) mobile lifts includes two high quality US made deep cycle, gel filled marine type batteries with the lift, vs. some lift brands that don't include batteries and make the customer provide the batteries (of a good or poor quality).

As stated, some agencies choose to install their own Mohawk lifts, others choose to have it done for them. There are no flat percentage costs of installing a lift. Some lift installations can take a ½ day, some 3 days plus for the largest 48' long lifts. When requested, installation is quoted as a separate line item by Mohawk, yet the service is performed by the local reseller and added to Mohawk's Sourcewell proposal.

Self-installation by a member has no effect on the warranty. The people who use lifts are quite mechanical. The most common lifts sold take just ½ a day to install.

If a member agency chooses to have the lift installed, it is done by the area installation and service provider.

There are occasionally special conditions beyond a "normal" installation and are considered a "nonstandard" Installation. These consist of:

- Permanent electrical wiring to the lift - Mohawk nor our field reps are licensed electricians in every state/city/county and cannot do permanent electrical wiring.

- Concrete work – if a shop floor is not thick enough to safely anchor the lift and a member requests Mohawk to pour a new concrete floor. Mohawk cannot pay to pour a new concrete floor. Concrete requirements are stated on the back page of every brochure yet 99% of the time shop floors are adequate for installation. The local Mohawk representative pre-site visit is what tells us the floor is of good quality or if not are able to assist the customer in sourcing a vendor for concrete work.

- Disassembly of existing Lift - If a lift is ordered and there's another lift already in that garage bay. At times, Mohawk's local representative is required to disassemble and install the existing lift in another bay (disassembly takes as much time as assembling a new lift). In some cases, Mohawks' local service provider is requested to disassemble and dispose of an existing lift.

- Forklift Rental needed for Installation - An option most member agencies avail themselves of to save procurement funds is assigning an agency employee to drive the agency forklift and position the heavy pieces. Most members have a forklift. Mohawks installers do not drive a member's forklift. However, when the member assigns a person to position the parts, then Mohawks local installer can save the agency the cost of renting a forklift (sometimes 2 for the longer vehicle lifts). If the member agency isn't willing to use their forklift, then one (maybe two) must be rented by the local installer.

Installation and Training of Hunter equipment is included in the contract price of Hunter Products.

Installation and training of Westmatic equipment is a separate cost and quoted as a separate line item by the supplier or local dealer as part of the Sourcewell proposal.

Installation of LiftPoint USA lifts is optional.

Installation of Legacy air compressors is optional.

		Miller welders require no installation. Installation of Worky exhaust evacuation equipment and assembly of Worky cabinets and benches is an available option (site dependent).	
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Mohawks freight policy (and all joint venture supply partners of the award) has always been FOB delivered to anywhere in the lower contiguous 48 states. Freight is not an extra charge, nor are there extra fees to remote areas of the US. For agencies in Alaska, Hawaii US territories or Canada, Mohawk prepays the freight to the ports of Seattle, Long Beach, Miami, or nearest border crossing with the remaining ocean freight and over-land delivery charges borne by the using agency.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As described in response #62, freight to Alaska, Hawaii, US territories or Canada is FOB freight prepaid to the desired port of departure in the 48 continental U.S. For all of Canada, Mohawk pays the freight to the US/Canada border where the member becomes responsible for additional freight charges to any of the provinces and the destination.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	The most common two post lifts are often stocked in the warehouses of the area resellers. To expedite delivery for the member agencies, Mohawk often accesses that inventory for immediate delivery. Our resellers generally know a member is about to purchase as it likely they who sold the lift. When Mohawk accesses the inventory of the area resellers, member agencies benefit in the form of faster delivery and resellers benefit from faster inventory turnover. Other lifts are built to order (BTO). For these models, when a purchase order and a member signed data sheet (exhibit #24) is received Mohawk begins fabrication. Upon completion the lift(s) ships to the agency. As the lift was sold by the area reseller, Mohawk keeps the reseller informed so they can schedule installation (if desired by the member) immediately upon arrival	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	While our area reps sell, they do not create the quotes. All MAS awards have Mohawk as the awarded vendor and Mohawk's internal team prepares all the proposals for Mohawk's dealers and supply partners nationally. Mohawk's internal sales team provide the Sourcewell contract details on every Sourcwell member's proposal, the Sourcewell member ID number, and an individual quote number. This ensures proper pricing. Mohawks internal teams are provided with a quote template that automatically imports correct pricing. Sourcewell members also have 24/7 access to current pricing on www.govlifs.com/Sourcewell. As a requirement of other MAS contracts, this website is kept up to date with current pricing. Mohawk's ERP system allows Mohawks order management team to record received PO's, giving each PO a designated sales order number that continues to be referenced until turned into an invoice. The sales order allows Mohawk to store the Sourcewell member ID, the customer's billing address, shipping address, and all required reporting information. This method of sales/auditing and assigning POs to the proper MAS award is why Mohawk always receives perfect scores (see exhibit #63) from the Federal GSA. This system makes quarterly reporting simple as orders can be segregated into dealer sales, private sector sales, GSA sales, Sourcewell sales, NRECA sales or NASPO sales. All MAS contracts and certain national accounts seek quarterly reporting. To ensure absolute accuracy in reporting, the independent dealer networks have been taught that Mohawk Lifts is always the named vendor of record for every transaction. This method leads to 100% reporting accuracy. Simply stated, dealers sell, and invoice private sector garages while Mohawk always invoices the public sector. This requirement is written in the annual Mohawk dealer contract and dealers must comply with the requirements of the different MAS awards reporting. As references of timely and completed reporting please ask Mohawks current or former Sourcewell's contract development administrators Mike Domin, Kelly McAllister or Tony Glenz. Mohawks original point of contact has retired. As a 14-year experienced Sourcewell vendor, Mohawk understands the importance of being punctual with all obligations as reporting and payment of administrative remittance is the responsibility of being a complaint vendor.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	• Mohawk has an internal weekly sales report showing which government sales (by model and amount) went through the Sourcewell award. • Quarterly reporting to Sourcewell (which recently hit an all-time quarterly high). • Mohawk checks our regional sales rep's performance to determine if certain models shipping to government agencies are being sold through any other method besides contract sales. If not, that region is contacted on their performance and if further action is needed, a refresher class of Sourcewell and contract sales happens.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	To keep the contract consistent with Mohawks 3 previously awarded contracts, Mohawk again proposes a 1.4% administrative fee.	*

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

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Mohawk has offered a wide variety of capital equipment for the Sourcewell member agency garages. The below equipment offering is found in the overwhelming majority of automotive (or truck) repair garages. (Exhibit #1) • Mohawk light, medium and heavy-duty lifts of various types and capacities (exhibit #71) to raise and service any vehicle. • Hunter Engineering, supply partner of 22 years, offers a complete line of wheel service equipment including tire changers, wheel balancers, brake lathes, alignment racks, ADAS machines and test equipment. Hunter has been a Sourcewell supplier with Mohawk for 14 years and 3 contract periods. • Gray Manufacturing offers a full line of portable shop equipment ranging from floor and transmission jacks to a smaller capacity mobile lift, shop presses and jack stands. Gray has been a Sourcewell supplier with Mohawk since the original NJPA award of 14 years ago. • Westmatic Corporation offers a full range of large vehicle washing equipment. Westmatic was a supplier for the first NJPA award with Mohawk in 2009. Mohawk reports millions in annual agency usage. New offerings include: • Worky brand of exhaust evacuation and garage work benches. • Miller Welding machines • Liftpoint material handling service lifts (for servicing material handling equipment) • CAES vehicle air conditioning service equipment. • Legacy Air Compressors Sourcewell seeks an award with the breadth and scope to satisfy the needs of member agency garages. The Mohawk Lift offering of capital equipment permits members to access the discounted and delivered prices of the most common pieces equipment found in any garage. The five new suppliers have expressed a keen interest in working with an experienced Sourcewell supplier who is willing to teach these companies and their sales teams how contract sales serve government facilities while also growing their government market share. Acceptance of these new products under the Mohawk award puts Sourcewell at a huge advantage over the NASPO vehicle lift award. NASPO doesn't offer these 5 new categories. This advantage will lead to additional statewide adoptions. Examples include state level adoptions in GA, NV, MO, NY and soon to be NC. These 5 states withdrew from the NASPO vehicle lift contract and established a Sourcewell adoption to better serve their state agencies and political sub-divisions with more choices of equipment. One state wants to adopt the Mohawk award yet cannot based on state procurement statute of only being able to participate with the highest scoring vendor of a cooperative contract. Mohawk did not have the highest score on the prior award. Hopefully, increasing the Mohawk offerings plus Mohawk Lifts safety, quality, best value proposition, and continued sales leadership will allow Mohawk to finish as the top scoring vendor.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	#1 Mohawk Vehicle lifts and related accessories #2 Wheel service equipment (tire changers, wheel balancers, aligners, brake lathes, test equipment) #3 Westmatic Large vehicle washers #4 Gray Portable shop equipment (floor jacks, jack stands. shop presses, filter crushers, bumper lifts) #5 Miller welding equipment and accessories #6 CAEUSA/Texa freon exchange (AC machines) equipment #7 Legacy Air Compressors #8 LiftpointUSA material handling lifts and accessories. #9 Worky exhaust evacuation equipment and garage work benches and cabinetry.

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

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

Line Item	Category or Type	Offered *	Comments	
71	Vehicle lifts	(•) Yes ( ) No	Mohawk US made lifts have the lowest cost of ownership, the widest range of lift types, lift capacities (7,000 to 240,000 lbs) and offer more options than any other lift company. Mohawk Lifts is an experienced Sourcewell vendor and leading supplier in this category for 14 years..	*
72	Diagnostic equipment	(•) Yes ( ) No	Supply partner Hunter Engineering offers diagnostic equipment to determine alignment, steering, braking, tire wear plus the largest offering of wheel balancers, tires changers, brake lathes, alignment racks, ADAS (Advanced Driver Assistance Systems) and a full offering of heavy truck equipment. Hunter is US made & the largest manufacturer of this type of equipment.	*
73	Stationary air compressors and ventilation systems	(•) Yes ( ) No	Mohawk offers the full line or Worky exhaust evacuation products, reels, hoses, blowers, and fans to serve automotive or heavy duty applications	*
74	Garage tooling and equipment	(•) Yes ( ) No	1. Mohawk's offers the Miller brand of welding equipment (as every public sector garage has a welder). 2. Gray Manufacturing line of portable shop equipment which ranges from floor jacks & jack stands, shop presses, transmission & floor jacks	*
75	Vehicle wash systems	(•) Yes ( ) No	For the 14 years when NJPA started this category Westmatic large vehicle washes have partnered with Mohawk to supply school bus, transit, & various types of large vehicle washes to Sourcewll member agencies. The 8 states that have adopted the Sourcewell contract all have Westmatic available.	*
76	Related parts, supplies, and accessories related to the offering of 71 - 75 above	(•) Yes ( ) No	Mohawk & all supply partners offer a variety of accessories to broaden the scope of the vehicles being serviced & options needed.	
77	Installation, repair, and maintenance services related to the offering of 71 - 75 above	(•) Yes ( ) No	Mohawk through our national network of independent resellers, distributors, installers have always offered installation of lifts. The same group of resellers all have repair, service, and maintenance departments. These are the same companies that become the annual inspector of the lifts to meet the ANSI standard of independent annual lift inspections.	

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 78. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	○ Yes ◉ No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - Pricing.zip - Thursday December 07, 2023 16:21:01
- Financial Strength and Stability - Financial Strength and Stability.zip - Thursday December 07, 2023 16:19:34
- Marketing Plan/Samples - Marketing Plan-Samples.zip - Thursday December 07, 2023 14:37:41
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Warranty.zip - Thursday December 07, 2023 14:38:13
- Standard Transaction Document Samples (optional)
- Upload Additional Document - Additional Docs.zip - Thursday December 07, 2023 14:38:30
- Requested Exceptions (optional)

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. - Christine OReilly, CFO, Mohawk Lifts LLC

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_2_RFP_121223_Vehicle_Lifts Wed November 15 2023 03:04 PM	☑	1
Addendum_1_RFP_121223_Vehicle_Lifts Tue November 14 2023 04:21 PM	☑	2

MOHAWK LIFTS

Vendor: **MOHAWK LIFTS LLC**
PO Box 110, Amsterdam, NY 12010
HUNTER@MOHAWKLIFTS.COM
Adrienne 518-842-1431 x 7777

Sourcewell Awarded Contract

HUNTER Engineering Company

For purchase of Hunter equipment using:
SW - NEW Contract # 121223-MRL
Valid: 02/07/2024 - 02/12/2029

All quoted equipment has been Competitively Bid and Competitively Awarded on SW - NEW Contract # 121223-MRL, and is Guaranteed Best government pricing. Freight, Installation, Training & Training Certificates Included @ No Charge.

CUSTOMER
City of Sunrise Garage 5580 NW 108th Ave Fort Lauderdale FL 33351

QUOTE NUMBER	QUOTE DATE
Sunrise.TCMW.062025	6/20/2025
Freight Terms:	FOB Destination, Prepaid
Payment Terms:	Net 30
Lead Time:	up to 90 Business Days ARO
Good Through:	*August 13, 2025*

PART #	DESCRIPTION	QTY	LIST PRICE	CONTRACT PRICE	TOTAL
TCMW	Premium Tire Changer ~ Variable Hydraulic, 10-34"" Capable, Center Clamp, Leverless Toolhead, 208-230V, 20A, 1 phase, red. Includes Wheel Lift	1	$ 33,418.17	$ 26,097.36	$ 26,097.36
20-2964-1	Kit-Large Bore, Dual Wheel ~ Expands clamping capability into 16", 17", 19.5 and more dual-wheel applications. Includes thick bead hook. Suitable for Revolution Tire Changer and the Hunter Maverick Tire Changer.	1	$ 720.53	$ 562.68	$ 562.68
20-3158-1	Flange Plate-feat quick pin release and large 240mm max diameter. Used for all Revolution TCs, the TCX51CEN and TCX51M center clamp tire changers and the Hunter Maverick Tire Changer.-For TCA34/TC39/TC37/TC3700 series use RP6-G1000A87 or RP6-1000A123	1	$ 1,199.60	$ 936.81	$ 936.81

Click here for Mohawk Lifts LLC Form W9: mohawklifts.com/w9

Subtotal	$ 27,596.85
Sales Tax (if applicable)	$ -
TOTAL	**$ 27,596.85**

MOHAWK LIFTS

Vendor: **MOHAWK LIFTS LLC**
PO Box 110, Amsterdam, NY 12010
HUNTER@MOHAWKLIFTS.COM
Adrienne 518-842-1431 x 7777

Sourcewell Awarded Contract

HUNTER Engineering Company

For purchase of Hunter equipment using:
SW - NEW Contract # 121223-MRL
Valid: 02/07/2024 - 02/12/2029

All quoted equipment has been Competitively Bid and Competitively Awarded on SW - NEW Contract # 121223-MRL, and is Guaranteed Best government pricing. Freight, Installation, Training & Training Certificates Included @ No Charge.

CUSTOMER
City of Sunrise Garage 5580 NW 108th Ave Fort Lauderdale FL 33351

QUOTE NUMBER	QUOTE DATE
Sunrise.RFE12.062025	6/20/2025
Freight Terms:	FOB Destination, Prepaid
Payment Terms:	Net 30
Lead Time:	up to 90 Business Days ARO
Good Through:	*August 13, 2025*

PART #	DESCRIPTION	QTY	LIST PRICE	CONTRACT PRICE	TOTAL
RFE12	Road Force Elite Balancer-Includes Road Force, StraightTrak, touch screen interface, SmartWeight, eCal auto calibration, auto-open hood, TPMS Specs, HunterNet reporting, IS, 10 collets, wheel lift. TDC laser. Flange plates sold separately.	1	$ 25,437.66	$ 19,865.11	$ 19,865.11
20-3698-1	Balancer Adjustable Flange Plate	1	$ 1,454.67	$ 1,136.00	$ 1,136.00
20-1207-1	Truck Cone Kit, Extra Large Truck Cone 192-92-2 and Plastic Spacer Ring 46-309-2	1	$ 283.20	$ 221.16	$ 221.16

Click here for Mohawk Lifts LLC Form W9: mohawklifts.com/w9

Subtotal	$ 21,222.27
Sales Tax (if applicable)	$ -
TOTAL	**$ 21,222.27**

NOTES:

Detail by Entity Name

Foreign Limited Liability Company
MOHAWK LIFTS LLC

Filing Information

Document Number	M22000012415
FEI/EIN Number	N/A
Date Filed	08/09/2022
State	DE
Status	ACTIVE

Principal Address

65 Vrooman Ave
PO Box 110
Amsterdam, NY 12010

Changed: 02/27/2024

Mailing Address

65 Vrooman Ave
PO Box 110
Amsterdam, NY 12010

Changed: 01/17/2025

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Authorized Person(s) Detail

Name & Address

Title Member

Sage Capital Partners Roundtable III LLC
8000 Maryland Ave
Suite 1200
St Louis, MO 63124

Title Manager

Perlstein, Steven
1420 Rosehill Blvd
Niskayuna, ND 12309

Annual Reports

Report Year	Filed Date
2023	03/06/2023
2024	02/27/2024
2025	01/17/2025

Document Images

01/17/2025 -- ANNUAL REPORT	View image in PDF format
02/27/2024 -- ANNUAL REPORT	View image in PDF format
03/06/2023 -- ANNUAL REPORT	View image in PDF format
08/09/2022 -- Foreign Limited	View image in PDF format

Florida Department of State, Division of Corporations

AGENDA ITEM REQUEST

Originating Department: Purchasing

Item Title: Agreement

Item Number: 4N **Meeting Date:** 8/12/2025

City Reference Number (C#): C25171

Item Description:

A Resolution of the City of Sunrise, Florida, approving "Piggyback Agreement No. PB 25-14-06-WL between the City of Sunrise and Dana Safety Supply, Inc." for the purchase of Light Systems and Components, aftermarket Vehicle Accessories, and Public Safety/Emergency Vehicle Equipment utilizing the County of Bradford, Florida, Contract No. BCSO2019-01; providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

Funding:
Various Departmental Accounts

Amount:
Not to exceed budgeted funds for FY2024/2025.
Subsequent years' expenditures subject to budget approval.

ATTACHMENTS:

ATY Resolution - C25171
Piggyback Agreement and Exhibit A
Sunbiz

Background:
The Utilities Department, Fleet Services Section is responsible for the outfitting of the City's fleet of vehicles and equipment with required municipal vehicle equipment, including but not limited to, lighting and accessories.

Bradford County competitively solicited RFP No. BCSO2019-01, which resulted in the award of Contract No. BCSO2019-01 to Dana Safety Supply, Inc. on July 12, 2019. Dana Safety Supply, Inc. has successfully provided vehicle outfitting services to the City of Sunrise in the past and authorization is requested to utilize the Bradford County contract, BCSO2019-01, inclusive of subsequent Amendments, for the purchase and installation of items, as needed from Dana Safety Supply, Inc. The contract includes discounts off list prices for many manufacturers. Currently, all City fleet vehicles except for police are outfitted with Federal Signal lighting and use of this contract allows for continued consistency on lighting, within the fleet at a discounted rate.

Staff is seeking approval to piggyback the existing contract between Bradford County and Dana Safety Supply, Inc. to benefit from savings on the administrative costs and time associated with soliciting these services.

The Purchasing Office and the Utilities Department recommend the purchase of these services as required from Dana Safety Supply, Inc. and to provide the City of Sunrise Procurement Manager or designee, authorization to execute the Agreement. Since these purchases will be made using an existing governmental contract, it is requested to waive the City's formal bidding procedures pursuant to Section 5-173(c)(4) of the Code of the City of Sunrise.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Wendy Lorenzo, Procurement Specialist Phone: 954-572-2485

Department Head Name and Title:
Rodrigo de Castro, P.E., Director of Utilities

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING "PIGGYBACK AGREEMENT NO. PB 25-14-06-WL BETWEEN THE CITY OF SUNRISE AND DANA SAFETY SUPPLY, INC." FOR THE PURCHASE OF LIGHT SYSTEMS AND COMPONENTS, AFTERMARKET VEHICLE ACCESSORIES, AND PUBLIC SAFETY/EMERGENCY VEHICLE EQUIPMENT UTILIZING THE COUNTY OF BRADFORD, FLORIDA, CONTRACT NO. BCSO2019-01; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sunrise Utilities Department, Fleet Services Section, is responsible for outfitting City vehicles with equipment, including lighting and accessories; and

WHEREAS, after competitive procurement, the County of Bradford, Florida, awarded contract No. BCSO2019-01 for the purchase of light systems and components, aftermarket vehicle accessories, and public safety/emergency vehicle equipment to Dana Safety Supply, Inc.; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. The above stated recitals are hereby adopted and incorporated herein.

Section 2. "Piggyback Agreement No. PB 25-14-06-WL between the City of Sunrise and Dana Safety Supply Inc." (Agreement) is hereby approved in an amount not to exceed the FY 2024-2025 approved budgeted funds, with subsequent years' expenditures subject to budget approval. The Procurement Manager or designee is authorized to execute the Agreement. A copy of the Agreement is attached hereto and made a part of this Resolution as Exhibit A.

Section 3. The Procurement Manager or designee is hereby authorized to extend, amend or renew the Agreement, when it is extended, amended or renewed by the lead agency.

Section 4. Because these purchases will be made using an existing governmental contract, the City's formal bidding procedures are hereby waived pursuant to Section 5-173(c)(4) of the Code of the City of Sunrise Florida.

Section 5. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

PIGGYBACK AGREEMENT NO. 25-14-06-WL
BETWEEN THE CITY OF SUNRISE
AND DANA SAFETY SUPPLY, INC.

This Piggyback Agreement No. 25-14-06-WL (Agreement) is entered into between the City of Sunrise Florida, a Florida municipal corporation (City) and Dana Safety Supply, Inc., a Florida corporation (Contractor) this ___ day of _____, 20___.

In consideration of the mutual terms and promises set forth below, the City and Contractor agree as follows:

1. After competitive procurement, the County of Bradford, Starke, Florida, c/o Bradford County Sheriff's Office (Awarding Entity) awarded Contractor Contract BCSO2019-01 for Lighting, Emergency Lighting, Specialty Equipment, Public Safety Equipment and Accessories – Parts, Sales and Installation Service (Contract) dated July 12, 2019, and subsequent Amendments.

A copy of the Contract is attached hereto as Exhibit A. Upon execution of this Agreement, all references to Awarding Entity within the Contract shall mean City of Sunrise, and the terms and conditions of the Contract shall be deemed as having been implemented for use within the City of Sunrise.

2. **Term.** This Agreement shall be effective when it has been fully executed by both parties and shall remain in effect through July 14, 2029. The City reserves the right to renew, amend or extend this Agreement as the Awarding Entity renews, amends or extend its Contract.

3. **Agreement Price and Payments**. The Contractor will bill the City at the completion of each job for all material, services and labor provided toward the completion of the work under this Agreement in accordance with the pricing set forth in Exhibit A.

Contractor shall submit invoices to:

City of Sunrise
Attn: Accounts Payable Dept.
10770 West Oakland Park Blvd.
Sunrise, FL 33351

The City shall pay Contractor for work performed in accordance with §218.70, et seq., Florida Statutes, the Local Government Prompt Payment Act, after receipt of Contractor's proper invoice. To be deemed proper, each invoice must comply with all statutory terms and all requirements specified by the City in its contract and / or purchase order. If a payment request or invoice does not meet the contract / agreement / purchase order requirements, the City will reject the payment request or invoice as specified in accordance with §218.70, et seq., Florida Statutes. The rejection will be written and will

specify the deficiency and the action necessary to make the payment request or invoice proper.

4. Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. certified mail, overnight delivery, or hand delivery to the addresses listed below and shall be effective upon mailing if sent by certified mail or overnight delivery and effective upon receipt if hand delivered. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section.

If to Contractor, to: Dana Safety Supply, Inc.
561 Stevens Street
Jacksonville, Florida 32254
Attn: Sidney Wells, Regional General Manager

If to City, to: Procurement Manager, or designee
City of Sunrise
Purchasing Office
10770 West Oakland Park Boulevard
Sunrise, FL 33351

With a copy to: City Attorney
City Attorney's Office
City of Sunrise
10770 West Oakland Park Boulevard
Sunrise, FL 33351

5. If checked, the following provisions shall apply and take priority over the Contract and the Awarding Entity's bid documents. If the following provisions are marked N/A (not applicable), they shall not apply:

☒ a. **Termination.** This Agreement may be terminated by either party upon three (3) calendar days' written notice to the other party. The City is a bona fide governmental entity of the State of Florida with a fiscal year ending on September 30 of each calendar year. If the City does not appropriate sufficient funds to purchase the services or quantities required under this Agreement for any of the City's fiscal years subsequent to the one in which the Agreement is executed and entered into, then this Agreement shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of the City's obligation under this Agreement were last appropriated by the City and the City shall not, in this sole event be obligated to make any further purchases beyond said fiscal year.

☒ **b. Insurance Requirements**. This provision shall supersede and replace Section 7.0 of the Awarding Entity's procurement documents.

Contractor agrees at its sole expense to maintain on a primary basis, non-contributory basis during the life of this Agreement 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 the Agreement. Any coverage maintained by the City shall apply excess of, or contingent upon the absence of, insurance required or maintained by Contractor.

Commercial General Liability. Contractor agrees to maintain Commercial General Liability at a limit of liability not less than $1,000,000.00 Each Occurrence, $2,000,000 Annual Aggregate. Contractor agrees its coverage shall not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Separation of Insureds.

Additional Insured Endorsement. Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 20 26 07 04, or CG 20 26 04 13, Additional Insured – Designated Person or Organization endorsement; or the CG 20 10 07 04, or CG 20 10 04 13, Additional Insured – Owners, Lessees, or Contractors endorsement, including the additional endorsement of GC 20 37 07 04, or GC 20 04 13, Additional Insured – Owners, Lessees, or Contractors Completed Operations. The name of the organization endorsed as Additional Insured for all endorsements shall read "City of Sunrise."

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 Statutes Chapter 440.

Waiver of Subrogation. Contractor agrees by entering into this Agreement 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 of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify when a manuscript notice endorsement is available by Contractor's insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify

the City by fax or email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder(s) address shall read:

Original to:

City of Sunrise
Attn: Procurement Manager
Purchasing Office
10770 West Oakland Park Blvd.
Sunrise, Florida 33351
purchasing@sunrisefl.gov
Fax (954) 578-4809

Copy to:

City of Sunrise
Attn: Risk Manager
Risk Management Division
10770 W. Oakland Park Blvd.
Sunrise, FL 33351
riskmanagement@sunrisefl.gov

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.

Garage Keepers Liability. Contractor agrees to maintain Garagekeeper's Legal Liability at a limit not less than $75,000 per vehicle and $150,000 per occurrence against Comprehensive and Collision/Upset causes of loss.

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 to its poor financial condition or failure to operate legally.

☒ **c. Indemnification.** This provision shall supersede and replace Section 6.0 of the Awarding Entity's procurement documents.

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City of Sunrise, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of services under this Agreement (1) provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, and (2) are caused in whole or in part by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable**, REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY CITY OF SUNRISE, ITS OFFICERS, AGENTS, VOLUNTEERS,**

OR EMPLOYEES. The City of Sunrise reserves the right, but not the obligation, to participate in the defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the expiration or earlier termination of the Agreement.

☒ **d. Independent Contractor.** The Contractor is an independent contractor under this Agreement. Services provided by the Contractor shall be by employees of the Contractor who are subject to supervision by the Contractor, and who shall not be officers, employees, or agents of the City. Personnel policies, tax responsibilities, purchasing policies and other similar administrative procedures applicable to Services rendered under this Agreement shall be those of the Contractor.

☒ **e. Assignment and Subcontracting.** The Contractor shall not assign transfer or assign the performance required by this Agreement without the prior written consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the City.

☒ **f._Public Records.** The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the Contractor and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, the Contractor shall: (a) keep and maintain public records required by the City to perform the services provided hereunder; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City; and (d) upon completion of the Agreement, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. If the Contractor fails to comply with the requirements in this Section, the City may enforce these provisions in accordance with the terms of this Agreement. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954-746-3333), E-MAIL (CITYCLERK@SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).

☒ **g. Discriminatory Vendor List**. Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Agreement, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

☒ **h. Scrutinized Companies**

i. Pursuant to Section 287.135, Florida Statutes, Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

ii. Pursuant to Section 287.135, Florida Statutes, in the event the Contract is for one million dollars or more, Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List created pursuant to Section 215.473, Florida Statutes; and Contractor further certifies that it is not engaged in business operations in Cuba or Syria.

iii. Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Contract if Contractor is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List; has been placed on the Scrutinized Companies with Activities in the Iran List created pursuant to Section 215.473, Florida Statutes; or has been engaged in business operations in Cuba or Syria.

☒ **i. Public Entity Crimes.** Pursuant to Section 287.133, Florida Statutes, 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of this Agreement, Contractor represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

☒ **j._Compliance with Laws.** The Contractor and its services under this Agreement must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations. The Contractor agrees to provide to the City all necessary certifications required by any federal, state, and local laws, ordinances, codes, rules and regulations. The Contractor's obligations under this Section shall survive termination, cancellation or expiration of this Agreement.

☒ **k. Governing Law.** This Agreement shall be governed by the laws of the State of Florida. Should the parties be involved in legal action arising under, or connected to, this Agreement, each party will be responsible for its own attorneys' fees and costs. The venue for any litigation will be Broward County, Florida. Both Parties hereby agree to waive a jury trial, and will proceed to a trial by judge if necessary.

☒ **l._E-Verify Employment Eligibility.** Pursuant to Section 448.095, Florida Statutes.

i. Contractor warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. Contractor (1) has registered with and uses the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) has verified that all of the Contractor's subcontractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

ii. Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

iii. City shall terminate this Agreement if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If City has a good faith belief that Contractor's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, City shall notify Contractor to terminate its contract with the subcontractor and Contractor shall immediately terminate its contract with the subcontractor.

iv. If City terminates this Agreement pursuant to the subsection iii above, Contractor shall be barred from being awarded a future contract by City for a period of one (1) year from the date on which this Contract was terminated. In the event of such Contract termination, Contractor shall also be liable for any additional costs incurred by City as a result of the termination.

☒ **m. <u>Foreign Gifts and Contracts.</u>** Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of $50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Contractor represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to City before execution of this Contract, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Contract.

☒ **n. <u>Prohibited Telecommunications Equipment</u>**

Contractor represents and certifies that it and all its subcontractors do not use any equipment, system, or service 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 such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Contractor represents and certifies that it and all its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of this Contract

☒ **o. <u>Antitrust Violations</u>**

The Contractor has a continuous duty to disclose to the City if it or any of its affiliates (as defined by Section 287.137(1)(a), Florida Statutes) are placed on the Antitrust Violator Vendor List. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid,

proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Contract, Contractor certifies that neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Contract. False certification under this paragraph or being subsequently added to that list will result in termination of this Contract, at the option of the City consistent with Section 287.137, Fla. Stat. as amended.

_____ p. Entities of Foreign Concern

The provisions of this section apply only if Contractor or any Subcontractor will have access to an individual's personal identifying information under this Agreement. Contractor represents and certifies: (i) Contractor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Contractor; and (iii) Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. On or before the Effective Date, Contractor and any Subcontractor that will have access to personal identifying information shall submit to City under Section 4, Notices, executed Exhibit ___ Affidavit of Compliance with Foreign Entity Laws, under penalty of perjury, to the City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 2. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

6. Additional Provisions:

_____

_____

_____

_____

7. Priority of Documents/Order of Precedence. This Agreement, the City's Purchase Order and Exhibit A shall constitute the entire Agreement of the parties. In the event of conflict among these documents, this Agreement shall prevail, followed in precedence by the City's Purchase Order and Exhibit A in that order.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City's Procurement Manager has made and executed this Agreement on behalf of the City on the day and year written below, and the Contractor, authorized to execute this Agreement and agree to the utilization of the Contract has made and executed this Agreement on the day and year written below.

CITY OF SUNRISE

By: _____
Procurement Manager or designee

Date: _____

Approved as to Form and Legal Sufficiency
for the City

By:_____
Thomas P. Moss, City Attorney

Dana Safety Supply, Inc.

By: _____

Print Name: _____

Print Title: _____

Date: _____

Exhibit A

CONTRACT
No. BCSO2019-01

THIS CONTRACT is executed this 12 day of July, 2019, by and between COUNTY OF BRADFORD, STARKE, FLORIDA, hereinafter called the "County" and DANA SAFETY SUPPLY, INC. hereinafter called the "Contractor",

WITNESSETH:

WHEREAS, the County issued RFP No. BCSO2019-01 (such document and all addenda thereto, if any, being hereafter referred to as "RFP") seeking proposals for furnishing of certain light systems and components; aftermarket vehicle accessories, and public safety / emergency vehicle equipment ("Vehicle Accessories") and other equipment not related to vehicles ("non-Vehicle Accessories"); and,

WHEREAS, the Contractor submitted a certain proposal dated June 17, 2019 ("Proposal") in response to that RFP; and,

WHEREAS, the County and the Contractor desire to enter into a contract for the purchase and installation of Vehicle Accessories, as more particularly set forth in this Contract;

NOW, THEREFORE, in consideration of the mutual promises and covenants, obligations, and terms hereinafter set forth, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, County and Contractor hereby agree as follows:

SECTION 1. 0 PURCHASE AND INSTALLATION OF VEHICLE ACCESSORIES

1.1 Contractor shall provide and install Vehicle Accessories as may be ordered from time to time by the County. All Vehicle Accessories shall be priced, designed, constructed, equipped, and installed in accordance with the specifications set forth in the Proposal and applicable Change Orders executed by the parties unless otherwise stated in the Contract. All Vehicle Accessories and installations shall conform and comply with all applicable federal, state, and local laws, statues, ordinances, and regulations.

1.1.1 The Contractor and the County shall schedule the following two meetings with respect to each order received from the County:

(i) A pre-production meeting to completely review the specifications of the Vehicle Accessories and installation prior to commencing assembly or production of each order. The Contractor shall be represented by qualified sales representative(s) and / or technician(s) to properly facilitate the design and construction requirements. This meeting can be held at the County's location, by phone, or at the installation facilities of the Contractor as directed by the County.

(ii) A final review and inspection shall be at the County's facility when the County vehicle with installed Vehicle Accessories ("Completed Vehicle") arrives and is considered by the Contractor to be complete. In addition to a complete inspection, County representatives will conduct a full performance test of each Completed Vehicle and of all integral systems. The Contractor shall provide all technical information and inspections and shall make available to the County all reasonably required third-party certifications. A technician shall be available to complete any needed repairs or to replace items not meeting specifications. At the option of the County, these repairs shall be facilitated at either the County's facility or at the facility of the Contractor.

1.1.2. The County or the Contractor, at any time, may request changes in the specifications or requirements related to a particular Vehicle Accessory or installation. No changes shall become effective until reduced to writing and signed by duly authorized representatives of each party ("Change Order"). All such Change Orders shall include, as a minimum, the following information:

(i) The specific changes to be made (i.e. equipment installation, equipment, equipment components, etc.);

(ii) Changes, if any, in the time for delivery of the Completed Vehicle; and,

(iii) Changes in the price of the Vehicle Accessories or installation services.

1.2 Installation.

Should the County require Vehicle Accessories that cannot be provided by or purchased from the Contractor, the Contractor, at the request of the County, shall install such Vehicle Accessories provided by the County.

SECTION 2.0 PURCHASE OF PARTS

2.1 The Contractor shall provide such parts for all Vehicle Accessories installed under this Contract or non-Vehicle Accessories purchased under this Contract as the County may order from time to time. The Contractor shall provide original manufacturer part numbers. All parts ordered by the County shall be delivered to the County's designated location for delivery for each order. Significant delays in shipment beyond the reasonable control of the Contractor shall be subject to Section 10.10; provided, however, the Contractor, in such event, shall promptly notify the County regarding the details of any such delay so the County can make a final determination regarding responsibility.

SECTION 3.0 TERM

The Term of this Contract shall be a period of five (5) years, commencing on July 15, 2019, unless earlier terminated in accordance with the terms of this Contract. Such term may be extended for an additional five (5) year period, subject to mutual agreement of the parties.

SECTION 4.0 CONTRACT PRICING AND PAYMENT

4.1 Pricing.

4.1.1 During the Term, the County shall pay the Contractor for Vehicle Accessories ordered by the County based upon the Contractor's current pricing at the time a particular order is placed, less the stated discount (or mark-up) as set forth in the Proposal. The County shall pay the Contractor for installation of Vehicle Accessories, whether purchased from the Contractor or provided by the County, at the package prices or labor rates, as applicable, set forth in the Proposal, which rates may be modified from this time to time by mutual agreement as set forth in an amendment to this Contract.

4.1.2 A standard warranty package, as described and set forth in the Proposal, is included in the price of all Vehicle Accessories and non-Vehicle Accessories.

4.1.3 The listing and corresponding pricing of all Vehicle Accessories and non-Vehicle Accessories is listed in Exhibit A.

4.2 Payment.

4.2.1 All proper invoices shall be paid by the County in accordance with Florida Prompt Payment Act, Section 218.70, Florida Statutes.

4.2.2 In addition to other remedies available under this Contract, the County shall have the right to deduct, offset against, or withhold from sums or payments otherwise due the Contractor any sums or amounts which the Contractor may owe to the County pursuant to provisions of this Contract, as a result of breach or termination of this Contract, or otherwise.

SECTION 5.0 DELIVERY AND ACCEPTANCE

5.1 The Contractor shall fully assemble, service, and adjust each Vehicle Accessory prior to installation and delivery, and the Contractor shall demonstrate, to the satisfaction of the County, that each delivered Vehicle Accessory is in perfect mechanical condition.

5.2 Delivery of a Completed Vehicle to the County does not constitute acceptance for the purpose of payment or warranty start time. The County shall inspect and test each delivered Completed Vehicle to determine whether it meets all specifications and requirements set forth in this Contract and within ten (10) days following delivery, the

County shall notify the Contractor, in writing, of either its final acceptance of the Completed Vehicle and Accessory or the failure of the Completed Vehicle or Accessory to meet certain specifications and requirements. In the latter case, the Contractor, within ten (10) days following its receipt of written notice from the County, shall deliver to the County a detailed proposal and schedule for corrective action. If the proposed corrective action or schedule is not acceptable, or if approved corrective action is not timely completed, the County may refuse the Completed Vehicle. Each vehicle delivered or picked up by the Contractor for installation of Vehicle Accessories shall remain the responsibility of the Contractor, and the Contractor shall bear all risk of loss with respect thereto, until final acceptance of the Completed Vehicle by the County.

5.3 All non-Vehicle Accessory items that are delivered to the County should be inspected within three (3) business days for verification of all items being received that are listed on the packing slip that is included with the shipment. In the event that a packing slip is not included with the shipment, the Contractor should be notified with one (1) business day so that a packing slip can be provided. In addition, all items will need to be inspected for damage.

SECTION 6.0 INDEMNIFICATION.

6.1 The Contractor shall indemnify and save harmless the County, its officials and employees, from all losses, damages, costs, expenses, liability, claims, actions, and judgements of any kind whatsoever, including reasonable attorney's fees and costs of litigation, to the extent arising out of or caused by any act or omission of the Contractor, its subcontractors, or their respective employees, officers, directors, or agents, in the performance under this Contract. The indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any Workers' Compensation Act, Disability Benefit Act, or other Employee Benefit Act.

6.2 The Contractor shall, at its sole expense, defend any claim, suit or proceeding brought against the County, its official or employees, to the extent such claim, suit or proceeding is based on a claim that any Vehicle Accessories or non-Vehicle Accessories furnished under this Contract (collectively, "Infringing Work") constitutes infringement of any registered patent of the United States of America or county of manufacture, provided that County shall give the Contractor prompt written notice of any such claim, suit or proceeding and shall give the Contractor authority, information, and assistance in a timely manner for the defense of the same. The Contractor shall indemnify and hold the County, its officials or employees, harmless from and against all costs and damages awarded, and all attorney's fees incurred or awarded. In any suit or proceeding so defended. The Contractor will not be responsible for any settlement or proceeding made without its prior written response. In case said Infringing Work is enjoined, the Contractor shall, at its own expense and at its option, either (a) procure for County the right to continue using said Infringing Work, (b) replace said Infringing Work with substantially equivalent, equally functional, non-infringing work, parts or combination

thereof, or (c) modify such Infringing Work so that it becomes non-infringing, while maintaining the same functionality.

SECTION 7.0 INSURANCE.

7.1 Prior to commencing work, Contractor shall procure and maintain at Contractor's own cost and expense for the duration of the Contract, the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the Scope of Services hereunder by Contractor, its agents, representatives, employees or sub-consultants. The cost of such insurance shall be borne by Contractor.

7.1.1 Contractor shall maintain the following coverage with limits no less than the indicated amounts:

(a) *Commercial General/Umbrella Liability Insurance* - $1,000,000 limit per occurrence for property damage and bodily injury. The certificate of insurance shall state whether the coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for the following:
(i) Premise/Operations
(ii) Products/Completed Operations
(iii) Contractual
(iv) Independent Contractors
(v) Broad Form Property Damage
(vi) Personal Injury

(b) *Business Automobile/Umbrella Liability Insurance* - $1,000,000 limit per accident for property damage and personal injury.
(i) Owned/Leased Autos
(ii) Non-owned Autos
(iii) Hired Autos

(c) *Workers' Compensation and Employers'/Umbrella Liability Insurance* – Workers' Compensation statutory limits as required by Chapter 440, Florida Statues. This policy should include Employers'/Umbrella Liability Coverage for $1,000,000 per accident.

7.1.2 Other Insurance Provisions

(a) Commercial General Liability and Automobile Coverage

(i) County, members of its County Commission, boards, commissions and committees, officers, agents, employees and volunteers are to be covered as additional insureds as respects, liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor;

premised owned, leased or used by Contractor or premises on which Contractor is performing Services on behalf of County. The coverage shall contain no special limitations on the scope of protection afforded to County, members of its County Commission, boards, commissions and committees, officers, agents, employees, and volunteers.

(ii) The Contractor insurance coverage shall be primary insurance as respects County, members of its County Commission, board, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by County, members of its County Commission, board, commissions and committees, officers, agents, employees and volunteers shall be excess of Contractor insurance and shall not contribute with it.

(iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to County, members of its County Commission, board, commissions and committees, officers, agents, employees and volunteers.

(iv) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(b) Workers' Compensation and Employers' Liability and Property Coverage

The insurer shall agree to waive all rights of subrogation against County, members of its County Commission, board, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of Services under this Contract.

(c) All Coverage

(i) Each insurance policy required by this Article shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to County in accordance with this Contract.

(ii) If Contractor, for any reason, fails to maintain any insurance coverage that is required pursuant to this Contract, the same shall be deemed a material breach of contract. County, at its sole option, may terminate this Contract and obtain damages from Contractor resulting from said breach.

(iii) Alternatively, County may purchase such required insurance coverage (but has no special obligation to do so); and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

7.1.3 Deductibles and Self-Insured Retention's

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, members of its County Commission, board, commissions and committees, officers, agents, employees and volunteers; or Contractor shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.

7.1.4 Acceptability of Insurers

Insurance is to be placed with Florida admitted insurers rated B+X or better by A.M. Best's rating service.

7.1.5 Verification of Coverage

Contractor shall furnish County with certificates of Insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon execution of the contract documents, the certificates and endorsements are to be received and approved by County before work commences.

SECTION 8.0 TERMINATION

8.1 The County may, by written notice to the Contractor, terminate this Contract in whole or in part, at any time, either for the convenience of County or because of failure of the contractor to fulfill its obligations. Upon receipt of such notice, the Contractor shall immediately discontinue all work affected (unless the notice directs otherwise).

8.2 If the termination is for the convenience of the County, the Contractor shall be paid for Vehicle Accessories and installation finally accepted and non-Vehicle Accessories received by the County as of the effective date of termination.

8.3 If the termination is due to the failure of the Contractor to fulfill its obligations under this Contract, the Contractor shall be liable to County for reasonable additional costs incurred by County as a result of such breach.

8.4 If, after notice of termination for failure to fulfill its obligations under this Contract, it is determined that Contractor has not so failed, the termination shall be deemed to have been effected for the convenience of County.

8.5 The rights and remedies of the parties provided in this Section 8 are in addition to any other rights and remedies such party may have a law, in equity, or under this Contract.

SECTION 9.0 WARRANTY AND MAINTENANCE

9.1 The Contractor hereby warrants all Vehicle Accessories and installation as set forth in its Proposal and the individual warranty documents delivered with order. The Contractor will respond, either on-site in Bradford County or by the vehicle being brought to the Contractor's facility, for all warranty repairs within two (2) business days following notice from the County.

SECTION 10.0 MISCELLANEOUS PROVISIONS

10.1 Time shall be the essence in performance of this Contract; provided, however, that either party shall be excused from timely performance under this Contract to the extent that, but only to the extent that, such delay is the result of any cause beyond the reasonable control of, and not the result of negligence or the lack of diligence of, the party claiming such excuse from timely performance.

10.2 Failure to enforce or insist upon compliance with any of the terms or conditions of this Contract or failure to give notice or declare this Contract terminated shall not constitute a general waiver or relinquishment of the same or any other terms, conditions, or acts; but the same shall be and remain at all times in full force and effect.

10.3 If written notice to a party is required under this Contract, such notice shall be given by hand delivery, recognized overnight delivery service, or by first class mail, registered and return receipt requested, to Contractor as follows:

Dana Safety Supply, Inc.
1855 Cassat Avenue, Unit 11
Jacksonville, Florida 32210
Attn: Sidney Wells

And to the County as follows:

Bradford County
Fleet Management Division
945-B North Temple Avenue
Starke, Florida 32091

10.4 Contractor shall not assign any of their rights or obligations under this Contract without prior approval by the County.

10.5 Contractor shall be responsible for the actions of any and all of their subcontractors and consultants. Neither subcontractors nor any consultants shall interface directly with the County.

10.6 This Contract and every question arising hereunder shall be construed, interpreted, or determined according to the laws of the State of Florida. Venue for any action brought in

relation to this Contract shall be placed in a court competent jurisdiction in Bradford County, Florida.

10.7 As required by Section 287.133 (2 (a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or a public work, may not submit proposals or leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.010 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify the County within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person.

10.8 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either County or Contractor. The section headings appearing herein are for the convenience of the parties and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of the Contract. If any provision of this Contract is determined to be void by any court of competent jurisdiction, then such determination shall not remain in full force and effect; and it is the intention of the parties hereto that if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other of which would render the provisions valid, then the provision shall have the meaning which renders it valid.

10.9 Contractor agrees that it will not discriminate against any employee or applicant for employment for work under this Contract because of race, color, religion, gender, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, creed, color, sex, marital status or national origin.

10.10 Either party shall be excused from timely performance under this Agreement to the extent, but only to the extent, such delay is the result of any cause beyond the reasonable control of, and not the result of negligence or the lack of diligence on the part of, the party claiming such excuse from timely performance.

10.11 The Contractor shall make Vehicle Accessories, installation, and non-Vehicle Accessories available to other governmental entities on the same terms and conditions as set forth in this Contract. Should any such governmental entity purchase Vehicle Accessories, installation, and non-Vehicle Accessories on such basis utilizing this Contract, the Contractor shall report such purchase to the County and, within thirty (30) days following final payment for each order of such Vehicle Accessories, installation, and non-Vehicle Accessories, shall provide a credit to the County, which can be used toward the purchase of such Vehicle Accessories, installation, and non-Vehicle

Accessories from the Contractor, in the amount of 1% of the purchase price of such Vehicle Accessories, installation, and non-Vehicle Accessories. This provision shall apply to all purchases initiated during the term of this Agreement, even if such purchase continues and payment is received after the expiration of such term. The contractor may charge this as a transaction fee.

10.12 It is understood and agreed that this Contract, including exhibits and references (if any), is the entire Contract between the parties and supersedes all prior oral agreements and negotiations between the parties relating to the subject matter hereof. County and Contractor, by mutual agreement, may change or amend, at their discretion, the products, terms, and conditions of this Contract. All such changes or amendments shall be set forth in a written amendment to this Contract.

10.13 If any portion of this Contract, or any Exhibit or portion thereof, is held to be invalid by a court of law, such provision shall be considered severable, and the remainder of this Contract shall be construed and enforced in a manner consistent with the intent of the Parties.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized representatives, effective the date first above written.

Attest:

Witness as to the County

Witness as to the County

BRADFORD COUNTY, FLORIDA

By: _____

Gordon Smith, SHERIFF

(Type or print name and title of signatory)

Witness as to the Contractor

Witness as to the Contractor

DANA SAFETY SUPPLY, INC.

By: _____

Sidney Wells, General Manager

(Type or print name and title of signatory)

Emergency Vehicle Lighting				
Manufacturer	**Products Offered**	**% off MSRP**	**Master Distributor or Dealer**	**Warranty**
911 Signal	Emergency and commercial vehicle lighting	30%	MD	Up to 5 Years
Able2 Products	Emergency and commercial vehicle lighting	40%	MD	Up to 5 Years
Brooking Industries	Emergency and commercial vehicle lighting	30%	MD	Up to 5 Years
Code 3	Emergency and commercial vehicle lighting	30%	MD	Up to 5 Years
D&R Electronics	Emergency and commercial vehicle lighting	15%	MD	Up to 5 Years
ECCO	Emergency and commercial vehicle lighting	40%	MD	Up to 5 Years
Federal Signal	Emergency and commercial vehicle lighting	15%		Up to 5 Years
Feniex	Emergency and commercial vehicle lighting	30%	MD	Up to 5 Years
GoLight	Scene lighting	20%	MD	Up to 5 Years
GoLight	Helios (thermal imaging) and parts / accessories	5%	Dealer	1 Year
Maxxima	Emergency and commercial vehicle lighting	15%	MD	Up to 5 Years
SoundOff Signal	Emergency and commercial vehicle lighting	40%	MD	Up to 5 Years
Star Warning Products	Emergency and commercial vehicle lighting	40%	MD	Up to 5 Years
Unity Spotlights	Scene lighting	50%	Dealer	Limited
Whelen	Emergency and commercial vehicle lighting	42%	MD	Up to 5 Years
Whelen	Parts only	30%	MD	Up to 5 Years
Vehicle Push Bumpers / Prisoner & K9 Transport				
Manufacturer	**Products Offered**	**% off MSRP**	**Master Distributor or Dealer**	**Warranty**
AceK9 / Radiotronics	K9 transport electronics	3%	Dealer	Up to 2 Years
American Aluminum	Prisoner and K9 transport	15%	Dealer	Up to 3 Years
Brooking Industries	Prisoner transport (seats and window bars)	30%	MD	2 Years
D&R Electronics	K9 Transport, cargo partitions, and window bars	15%	MD	1 Year
Go Rhino	Prisoner transport (partition and window bars) and push bumpers	18%	MD	1 Year
	Prisoner transport (seats)	8%	MD	1 Year
Havis	Prisoner and K9 transport	30%	MD	Up to Lifetime
Jotto Desk	Prisoner transport (partition, seats, window bars)	18%	MD	1 Year
Laguna	Prisoner transport (seats and window bars)	18%	MD	Up to 5 Years
Pro-gard Products	Prisoner transport (partition, seats, window bars)	20%	MD	Limited
Prisoner Transport Systems (PTS)	Prisoner transport (partition, seats, window bars)	10%	Dealer	Limited
Ranch Hand	Push bumpers	10%	Dealer	1 Year
Ray Allen	K9 transport electronics	3%	Dealer	Up to 2 Years
Setina	Prisoner (partition, seats, window bars) and K9 transport and non-lighted push bumpers	20%	MD	Up to 2 Years
Setina	Lighted push bumpers	10%	MD	Up to 5 Years
Troy Products	Prisoner transport (partition and window bars) and push bumpers	20%	MD	Up to 5 Years
Westin	Push bumpers	10%	MD	1 Year
Vehicle Weapon Mounts & Storage				
Manufacturer	**Products Offered**	**% off MSRP**	**Master Distributor or Dealer**	**Warranty**
Big Sky Gun Racks	Gun racks	10%	MD	1 Year
CargoGlide	Truck storage access solution	10%	Dealer	Up to Lifetime
D&R Electronics	Gun racks and storage boxes	15%	MD	1 Year
DECKED	Storage solution for truck bed	15%	Dealer	3 Years
Go Rhino	Gun racks and storage boxes	15%	MD	1 Year
Jotto Desk	Gun racks	18%	MD	1 Year
Lund Industries	Gun racks and storage boxes	10%	MD	Limited
OPS	Storage boxes	15%	MD	Limited
Prisoner Transport Systems (PTS)	Storage boxes	10%	Dealer	Limited
Pro-gard Products	Gun racks and storage boxes	20%	MD	Limited
Rockland	Storage boxes	20%	MD	Limited
Santa Cruz Gun Locks	Gun racks	18%	Dealer	1 Year
Setina	Gun racks and storage boxes	20%	MD	Up to 2 Years
Setina	Blac-rac gun racks	0%	MD	Up to 2 Years
Troy Products	Gun racks and storage boxes	15%	MD	Up to 5 Years
Truck Vault	Storage boxes	5%	MD (Exclusive)	Up to Lifetime
Tuffy	Storage boxes	15%	MD	Limited
TufLoc / Esmet	Storage boxes	10%	MD	3 Years
Computers / Consoles / Docking Stations / Laptop and Tablet Mounts / Printers				
Manufacturer	**Products Offered**	**% off MSRP**	**Master Distributor or Dealer**	**Warranty**
Brother Mobile Solutions	Printers and accessories	5%	MD	Up to 2 Years
D&R Electronics	Consoles, laptop mounts, docking stations	15%	Dealer	1 Year
Gamber Johnson	Consoles, laptop mounts, docking stations	35%	MD	Up to Lifetime
Havis	Consoles, laptop mounts, docking stations	30%	MD	Up to Lifetime
Havis	Apple related product and ICS (Integrated Control System)	3%	MD	3 Years
HINT Mounts	Consoles, laptop mounts, docking stations	12%	MD	Limited
Jotto Desk	Consoles, laptop mounts, docking stations	18%	MD	1 Year
LEM Solutions	Printer mounts	3%	MD	Limited
Lund Industries	Consoles, laptop mounts, docking stations	10%	MD	Limited
Panasonic	Laptops	5%	Dealer	Up to 3 Years
PMT (Precision Mounting Technologies)	Consoles, laptop mounts, docking stations	15%	MD	Up to Lifetime
Prisoner Transport Systems (PTS)	Consoles	10%	Dealer	Limited
RAM Products	Consoles and laptop mounts	30%	MD	Up to Lifetime
Samsung	Computing devices	5%	Dealer	Up to 3 Years
Troy Products	Consoles, laptop mounts, docking stations	18%	MD	Up to 5 Years
Radar / In-Car Video / LPR / Collision Avoidance / Vehicle Safety				
Manufacturer	**Products Offered**	**% off MSRP**	**Master Distributor or Dealer**	**Warranty**
Apollo Video	In-car video	5%	MD	2 Years
Decatur Electronics	In-car video and radar	3%	MD	Up to 5 Years
Digital Ally	Body camera and in-car video	2%	MD	Limited
Genetec	LPR	5%	MD (Exclusive)	Up to 5 Years
L3 Mobile Vision / Safe Fleet	In-car video	3%	Dealer	Up to 3 Years
Mobileye	Collision avoidance	5%	MD (Exclusive)	Limited
MPH Radar	Radar	3%	Dealer	Up to 3 Years
Point Blank / Advanced Tech Group	Body camera and in-car video	5%	MD	Limited
Patrol Witness	In-car video	2%	MD	Limited
Rearview Safety	Back-up camera systems, back-up sensors, 360 systems, mobile DVRs, dash cameras	10%	Dealer	1 Year
Rostra	Back-up camera systems, back-up sensors, 360 systems, mobile DVRs, dash cameras	10%	Dealer	Up to 3 Years
Stalker	Radar	3%	MD	Up to 3 Years

Radar / In-Car Video / LPR / Collision Avoidance / Vehicle Safety (continued)				
Manufacturer	**Products Offered**	**% off MSRP**	**Master Distributor or Dealer**	**Warranty**
Utility	Body camera and in-car video	3%	Dealer	Up to 5 Years
WatchGuard	Body camera and in-car video	2%	MD	1 Year
Flashlights & Other Lighting				
Manufacturer	**Products Offered**	**% off MSRP**	**Master Distributor or Dealer**	**Warranty**
Bayco Products	Flashlights	30%	MD	Up to Lifetime
Maglite	Flashlights	30%	MD	Up to Lifetime
Pelican Products	Flashlights and scene lighting	25%	MD	Up to Lifetime
Streamlight	Flashlights	30%	MD	Up to Lifetime
Sure Fire	Flashlights	12%	Dealer	Up to Lifetime
Truck Toppers / Caps				
Manufacturer	**Products Offered**	**% off MSRP**	**Master Distributor or Dealer**	**Warranty**
A.R.E.	Toppers and tonneau covers	5%	Dealer	Up to Lifetime
BAKFlip	Bed cover	10%	Dealer	Up to 2 Years
Reading	Steel commercial caps	5%	MD	5 Years
Roll n Lock	Bed cover	12%	Dealer	Up to 3 Years
SpaceKap	Transferable fiberglass caps	2%	MD	Up to Lifetime
Bodies / Cranes / Truck Equipment				
Manufacturer	**Products Offered**	**% off MSRP**	**Master Distributor or Dealer**	**Warranty**
A.R.E.	Toppers and tonneau covers	5%	MD	Up to Lifetime
Buyers Products	Truck equipment and accessories	18%	Dealer	Up to Lifetime
DeeZee	Truck equipment and accessories	10%	Dealer	Up to Lifetime
Keystone Automotive	Truck equipment and accessories	10%	Dealer	Varies by Manufacturer
Liftmoore Cranes	Service cranes	5%	MD	Up to 3 Years
Meyer Distributing	Truck equipment and accessories	10%	Dealer	Varies by Manufacturer
Palfinger	Service cranes	8%	Dealer	Up to 3 Years
Reading	Crane bodies, mechanics bodies, dump bodies, stake / platform bodies, service / utility bodies	5%	MD	Up to 10 Years
Rugby Manufacturing	Dump bodies	5%	MD	Up to 3 Years
Sterling Equipment	Heavy duty push bumpers and headache racks	5%	Dealer	Up to 1 Year
Thieman Tailgates	Liftgates	5%	MD	Up to 1 Year
Venturo Cranes	Service cranes	5%	Dealer	Up to 1 Year
Van Storage Equipment				
Manufacturer	**Products Offered**	**% off MSRP**	**Master Distributor or Dealer**	**Warranty**
Kargo Master	Van interior packages, van ladder racks	5%	MD	Up to Lifetime
Legend Fleet Solutions	Van interior floor and wall solutions	5%	Dealer	Limited
Masterack	Van interior packages, van ladder racks, van interior floor and wall liners	15%	MD	1 Year
OPS	Van interior packages	10%	MD	Limited
Westcan Manufacturing	Van interior packages, van interior floor and wall liners	5%	Dealer	Limited
Footwear / Apparel				
Manufacturer	**Products Offered**	**% off MSRP**	**Master Distributor or Dealer**	**Warranty**
5.11 Tactical	Apparel, bags, boots, shoes	30%	MD	Up to Lifetime
Bates	Boots and shoes	25%	Dealer	Limited
Blackhawk!	Apparel, bags, boots	25%	Dealer	Up to Lifetime
Danner	Boots and shoes	18%	Dealer	Up to 6 Months
Magnum	Boots and shoes	22%	Dealer	1 Year
Propper	Apparel, bags, boots, shoes	15%	MD	Limited
Rocky	Boots and shoes	22%	Dealer	1 Year
Tru-Spec	Apparel, bags, boots	25%	MD	2 Years
DSS Products & Services				
Manufacturer	**Products Offered**	**Pricing**	**Master Distributor or Dealer**	**Warranty**
DSS Graphics	Design, printing, installation, and removal services	Quoted per Job		7 Years
DSS Products	Private label products or sole distributor products	15% off MSRP		Varies
DSS Website	www.danasafetysupply.com - All products	5% off MSRP		Varies
Fleeet Safety Website	www.fleetsafety.com - All products	5% off MSRP		Varies
Install Rate	Hourly install rate for install and repair services	$70 per hour		5 Years
Vehicle pick-up and delivery	Calculated based on round trip from DSS location to customer	$1 per mile		
Body Armor				
Manufacturer	**Products Offered**	**% off MSRP**	**Master Distributor or Dealer**	**Warranty**
Armor Express	Body armor	30%	MD	5 Years
Onyx	Body armor	15%	MD	5 Years
Point Blank	Body armor	25%	MD	5 Years
Propper	Body armor	20%	MD	5 Years
Duty Gear				
Manufacturer	**Products Offered**	**% off MSRP**	**Master Distributor or Dealer**	**Warranty**
1791 Gun Leather	Holsters	10%	Dealer	Limited
Gould & Goodrich	Holsters, belts, and accessories	30%	MD	Limited
Hero's Pride	Badges, duty gear, insignia, patches and recognitions	25%	Dealer	Limited
High Speed Gear	Holsters, belts, and accessories	10%	Dealer	Up to Lifetime
Safariland	Holsters, belts, and accessories	20%	Dealer	Up to Lifetime
Fire Gear & Tools				
Manufacturer	**Products Offered**	**% off MSRP**	**Master Distributor or Dealer**	**Warranty**
ATI Fire Products	Nozzles, hoses, and coupling	10%	Dealer	Varies
Fire Ninja	Safety vests, glowflect tracking decals, sub zero cooling towels, and knives	12%	Dealer	Varies
Holik	Gloves	10%	Dealer	Limited
Innotex	Bunker / turnout gear	5%	Dealer	Limited
Nupla	Fire tools	30%	MD	Up to Lifetime
Full Line Supplier of Other Items				
Manufacturer	**Products Offered**	**% off MSRP**	**Master Distributor or Dealer**	**Warranty**
Aervoe	LED flares	20%	Dealer	Up to 5 Years
Amerex	Fire extinguishers	10%	MD	Up to 12 Years
Angel Armor	Vehicle driver window armor	5%	Dealer	5 Years
ASP	Baton, flashlights, handcuffs	20%	MD	Up to Lifetime
Avon Protection	First responder Core Products (includes gas masks, etc and Accessories / Spares	5%	MD	Varies
Blackinton	Badges, insignia, and recognitions	20%	MD	Up to Lifetime
Combined Tactical Systems (CTS)	Less lethal munitions	8%	MD	Limited
Edge Tactical	Protective and ballistic eyewear	10%	MD	Limited
Garrett Metal Detectors	Walk thru and hand metal detectors	5%	MD	Up to 2 Years
Nite Track	Night vision	5%	MD	1 Year

Full Line Supplier of Other Items				
Manufacturer	**Products Offered**	**% off MSRP**	**Master Distributor or Dealer**	**Warranty**
Noptic	Vehicle mounted thermal imaging	5%	Dealer	2 Years
Pac Kit	First aid kits	20%	Dealer	Limited
Panorama Antennas	Antennas for vehicle mounting	10%	MD	Limited
Sabre	Less lethal	34%	MD	Up to 2 Years
SIG Sauer	Handguns, rifles, scopes, sights, ammunition	5%	MD (Exclusive)	Up to Lifetime
Simunitions	Non-lethal training ammunition	5%	MD	Up to 5 Years
Sirchie	Forensic, vehicle, evidence, and surveillance solutions	5%	MD	Up to Lifetime
Smith & Warren	Badges, insignia, and recognitions	20%	MD	Up to Lifetime
Theon	Night vision	10%	MD	Up to 10 Years
Tremco	Vehicle anti-theft system	10%	MD	Limited
Wanco	Arrow board, light tower, message signs, and speed signs	3%	MD	Up to 5 Years
Zoll	AED	25%	MD	Up to Lifetime
Zoll	AED accessories	10%	MD	Up to Lifetime

Vehicles				
Manufacturer	**Products Offered**	**% over Cost**	**Master Distributor or Dealer**	**Warranty**
Chevrolet	Chevrolet line of vehicles	4%	Dealer	3 Years / 36K Miles
Dodge	Dodge line of vehicles	4%	Dealer	3 Years / 36K Miles
Ford	Ford line of vehicles	4%	Dealer	3 Years / 36K Miles

August 19, 2019

Dana Safety Supply, Inc.
1855 Cassat Avenue, Unit 11
Jacksonville, Florida 32210

Re: Amendment # 1 to Contract No. BCSO2019-01

Dear Sir:

Enclosed are contract amendment documents for the above project which should be executed by your company and returned to our office within five (5) consecutive calendar days from date of receipt.

Contracts must be executed by a corporate officer or an individual with signatory authority. That signature should be properly attested or witnessed. Please indicate corporate position held by the individual executing the contract.

Please return signed contracts to the following address;

Bradford County Sheriff's Office
Attn: Captain George Konkel
945-B North Temple Avenue
Starke, Florida 32091

You will be furnished a fully executed copy of the document after all signatures have been affixed.

If you should have any questions or need assistance in completing the enclosed, please contact Captain Konkel at (904)964-6161.

Sincerely,

5720

Captain George Konkel

Enclosures (1)

AMENDMENT TO CONTRACT NO. BCSO2019-01

THIS AMENDMENT TO CONTRACT is entered into this 19 day of August, 2019, by and between the BRADFORD COUNTY SHERIFF'S OFFICE and DANA SAFETY SUPPLY, INC. hereinafter called the "Contractor".

WHEREAS, the Bradford County Sheriff's Office and Contractor entered into a certain Contract dated July 12, 2019 relating to the furnishing of certain light systems and components; aftermarket vehicle accessories, and public safety / emergency vehicle equipment and other equipment not related to vehicle equipment (BCSO2019-01), hereinafter called the "Contract"; and,

WHEREAS, the parties now desire to amend the contract as set forth in this amendment;

NOW, THEREFORE, in consideration of the following mutual covenants and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. To add the following
   a. Under the DSS Products & Services section, add the following:

DSS Products & Services			
Manufacturer	**Products Offered**	**Pricing**	**Warranty**
On Site Service & Maintenance	Hourly rate for non-warranty maintenance and repair services performed on-site	$85 per hour	5 Years

2. This agreement becomes effective Aug. 19, 2019.
3. Except as specifically amended hereby, the terms and conditions of the Contract shall continue in full force and effect.

IN WITNESS WHEREOF the Bradford County Sheriff's Office and Contractor have caused this Amendment to Contract to be executed by the duly authorized representatives effective the date and year first written above.

ATTEST:

BRADFORD COUNTY SHERIFF'S OFFICE

BY: 5120

Captain George Konkel

Witness as to Contractor

DANA SAFETY SUPPLY, INC.

BY:

Witness as to Contractor

Sidney Wells, General Manager

(Type or Print Name and Title of Signatory)

Gordon Smith, Sheriff

SHERIFF
Bradford County

August 7, 2023

Dana Safety Supply, Inc.
561 Stevens St
Jacksonville, Fl. 32254

Re: Amendment #2 to Contract No. BCSO2019-01

Dear Sir:

Enclosed are contract amendment documents for the above project which should be executed by your company and returned within five (5) consecutive calendar days from date of receipt.

Contracts must be executed by a corporate officer or an individual with signature authority. That signature should be properly attested or witnessed. Please indicate corporate position held by the individual executing the contract.

Please return signed contracts to the following address;

Bradford County Sheriff's Office
Attn: Major George Konkel
945-B North Temple Ave.
Starke, Fl. 32091

You will be furnished a fully executed copy of the document after all signatures have been affixed. If you have any questions or need assistance in completing the enclosed, please contact me at (904)966-6306.

Thanks,

5120

Major George L. Konkel Jr.
Chief of Operations
Bradford County Sheriff's Office
945-B North Temple Ave.
Starke, Fl. 32091
Office (904)966-6306

Amendment to Contract No. BCSO2019-01

This Amendment to Contract is entered into this 7th day of October, 2023, by and between the **Bradford County Sheriff's Office** and **Dana Safety Supply, INC.** hereinafter called the "Contractor".

Whereas, the Bradford County Sheriff's Office and the Contractor enter into a certain Contract dated this 12th day of July, 2019 relating to the furnishing of certain light systems and components; aftermarket vehicle accessories, and public safety / emergency vehicle equipment and other equipment not related to vehicle equipment (BCSO2019-01), hereinafter called the "Contract"; and,

Whereas, the parties now desire to amend the contract as set forth in this amendment;

Now, therefore, in consideration of the following mutual covenants and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. To add the following under the DSS Products and Services section;

   Galco Holsters - Holsters, belts, and leather gear
   20% off MSRP, Dealer, 1yr warranty

   Strong Leather - Badge Holders and Wallets
   10% off MSRP, MD, 1 yr warranty

   FN - Handguns and Rifles
   5% off MSRP, MD, Limited

   Walther - Handguns
   5% off MSRP, MD, Limited

Alien Gear/Rapid Force - Holsters
15% off MSRP,MD, Lifetime

RTS Tactical - Ballistic Shields, Ballistic White Boards - Other Armor - IFAK Kits
19% off MSRP, MD, 2-5 years

Team Wendy - Ballistic and Bump Helmets
10% off MSRP, MD, 5-10 years
Slate Solutions - Body Armor, Ballistic Shields, Helmets, Hard Plates
10% off MSRP, MD, 5 years

Bergara - Precision Rifles
5% off MSRP, MD, Limited Lifetime

Precision Weapons Systems - Rifles
5% off MSRP, MD, Limited Lifetime

Under Armor - Apparel, Footwear
15% off MSRP, MD, Limited

ISBI – BALLISTIC GLASS
5% OFF MSRP

UTILITY – IN-CAR VIDEO/BODY CAM
5% OFF MSRP

LEER – TOPPERS
5% OFF MSRP

G9 Defense: Ammunition
12% off MSRP

North American Resue
5% off MSRP

Solar Tech
3% off MSRP

2. This agreement becomes effective August 8th, 2023.
3. Except as specifically amended hereby, the terms and conditions of this Contract shall continue in full force and effect.

In Witness Whereof the Bradford County Sheriff's Office and Contractor have caused this Amendment to Contract to be executed by the authorized representatives effective the date and year first written above.

Attest:

Kim Nichols

Bradford County Sheriff's Office

By: 5120

Major George Konkel

Witness as to Contractor

Dana Safety Supply, Inc.

By:

Sidney Wells, Regional GM

Gordon Smith, Sheriff

SHERIFF

Bradford County

October 23rd, 2023

Dana Safety Supply, Inc.
561 Stevens St
Jacksonville, Fl. 32254

Re: Amendment #3 to Contract No. BCSO2019-01

Dear Sir:

Enclosed are contract amendment documents for the above project which should be executed by your company and returned within five (5) consecutive calendar days from date of receipt.

Contracts must be executed by a corporate officer or an individual with signature authority. That signature should be properly attested or witnessed. Please indicate corporate position held by the individual executing the contract.

Please return signed contracts to the following address;

Bradford County Sheriff's Office
Attn: Major George Konkel
945-B North Temple Ave.
Starke, Fl. 32091

You will be furnished a fully executed copy of the document after all signatures have been affixed. If you have any questions or need assistance in completing the enclosed, please contact me at (904)966-6306.

Thanks,

Major George L. Konkel Jr.
Chief of Operations
Bradford County Sheriff's Office
945-B North Temple Ave.
Starke, Fl. 32091
Office (904)966-6306

Amendment to Contract No. BCSO2019-01

This Amendment to Contract is entered into this 23rd day of October, 2023, by and between the **Bradford County Sheriff's Office** and **Dana Safety Supply, INC.** hereinafter called the "Contractor".

Whereas, the Bradford County Sheriff's Office and the Contractor enter into a certain Contract dated this 12th day of July, 2019 relating to the furnishing of certain light systems and components; aftermarket vehicle accessories, and public safety / emergency vehicle equipment and other equipment not related to vehicle equipment (BCSO2019-01), hereinafter called the "Contract"; and,

Whereas, the parties now desire to amend the contract as set forth in this amendment;

Now, therefore, in consideration of the following mutual covenants and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. To add the following under the DSS Products and Services section;

   Zebra Products
   5% off MSRP, 1 year warranty

   Dakota / CM Truck / PJ Truck
   5% off MSRP, 4-10 year warranty depending on product

2. Change the following under the DSS Products and Services section;

   Whelen Emergency and Commercial Vehicle Lighting
   30% off MSRP (Reduced from 42%) warranty up to 5 years

3. This agreement becomes effective October 23rd, 2023.

4. Except as specifically amended hereby, the terms and conditions of this Contract shall continue in full force and effect.

In Witness Whereof the Bradford County Sheriff's Office and Contractor have caused this Amendment to Contract to be executed by the authorized representatives effective the date and year first written above.

Attest:

Trish Tucker

Witness as to Contractor

Bradford County Sheriff's Office

By: 5/20

Major George Konkel

Dana Safety Supply, Inc.

By:

Sidney Wells, Regional GM

Gordon Smith, Sheriff

SHERIFF

Bradford County

August 14, 2024

Dana Safety Supply, Inc.
561 Stevens St
Jacksonville, Fl. 32254

Re: Amendment #4 to Contract No. BCSO2019-01

Dear Sir:

Enclosed are contract amendment documents for the above project which should be executed by your company and returned within five (5) consecutive calendar days from date of receipt.

Contracts must be executed by a corporate officer or an individual with signature authority. That signature should be properly attested or witnessed. Please indicate corporate position held by the individual executing the contract.

Please return signed contracts to the following address;

Bradford County Sheriff's Office
Attn: Major George Konkel
945-B North Temple Ave.
Starke, Fl. 32091

You will be furnished a fully executed copy of the document after all signatures have been affixed. If you have any questions or need assistance in completing the enclosed, please contact me at (904)966-6306.

Thanks,

5720

Major George L. Konkel Jr.
Chief of Operations
Bradford County Sheriff's Office
945-B North Temple Ave.
Starke, Fl. 32091
Office (904)966-6306

Amendment to Contract No. BCSO2019-01

This Amendment to Contract is entered into this 14th day of August, 2024, by and between the **Bradford County Sheriff's Office** and **Dana Safety Supply, INC.** hereinafter called the "Contractor".

Whereas, the Bradford County Sheriff's Office and the Contractor enter into a certain Contract dated this 12th day of July, 2019 (5 year extension 7/15/24) relating to the furnishing of certain light systems and components; aftermarket vehicle accessories, and public safety / emergency vehicle equipment and other equipment not related to vehicle equipment (BCSO2019-01), hereinafter called the "Contract"; and,

Whereas, the parties now desire to amend the contract as set forth in this amendment;

Now, therefore, in consideration of the following mutual covenants and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. To add the following under the DSS Products and Services section;

Peerless Handcuff Company – Handcuffs at a 10% Discount off MSRP

Shadow Systems – Handguns at a 5% Discount off MSRP

Custom Glass Solutions – Ballistic Glass at a 5% Discount off MSRP

C&H Precision - optic mounts and milling, 5% off MSRP, Dealer, 1 year warranty

Brixtel Defense - ammo: special, practice, and frangible, 5% off MSRP, Dealer, Limited warranty

Trijicon - Sights and Optics 5% off MSRP, Other, 1 year warranty

Orion - Flares, 5% off MSRP, Dealer, 1 year warranty

LOWA – Boots, 10% off MSRP, Dealer, 1 year warranty

Salomon - Boots, 10% off MSRP, Dealer, 1 year warranty

RIPP – Restraints, 5% off MSRP, Dealer, 1 year warranty

AVERT Industries - Breaching and Less Lethal Ammo, 5% off MSRP, Dealer, 5 year warranty

Force On Force - Marking Cartridges, Training Bolts, 10% off MSRP, Dealer, 5 year warranty

2. This agreement becomes effective August 14, 2024.

3. Except as specifically amended hereby, the terms and conditions of this Contract shall continue in full force and effect.

In Witness Whereof the Bradford County Sheriff's Office and Contractor have caused this Amendment to Contract to be executed by the authorized representatives effective the date and year first written above.

Attest:

Melissa Hewitt

Bradford County Sheriff's Office

By: 5120

Major George Konkel

Witness as to Contractor

Dana Safety Supply, Inc.

By:

Sidney Wells, Regional GM

Gordon Smith, Sheriff

SHERIFF

Bradford County

October 25, 2024

Dana Safety Supply, Inc.
561 Stevens St
Jacksonville, Fl. 32254

Re: Amendment #5 to Contract No. BCSO2019-01

Dear Sir:

Enclosed are contract amendment documents for the above project which should be executed by your company and returned within five (5) consecutive calendar days from date of receipt.

Contracts must be executed by a corporate officer or an individual with signature authority. That signature should be properly attested or witnessed. Please indicate corporate position held by the individual executing the contract.

Please return signed contracts to the following address;

Bradford County Sheriff's Office
Attn: Major George Konkel
945-B North Temple Ave.
Starke, Fl. 32091

You will be furnished a fully executed copy of the document after all signatures have been affixed. If you have any questions or need any assistance in completing the enclosed, please contact me at (904)966-6306.

Thanks,

5120

Major George L. Konkel Jr.
Chief of Operations
Bradford County Sheriff's Office
945-B North Temple Ave.
Starke, Fl. 32091
Office (904)966-6306

Amendment to Contract No. BCSO2019-01

This Amendment to Contract is entered into this 25th day of October, 2024, by and between the **Bradford County Sheriff's Office** and **Dana Safety Supply, INC.** hereinafter called the "Contractor".

Whereas, the Bradford County Sheriff's Office and the Contractor enter into a certain Contract dated this 12th day of July, 2019 relating to the furnishing of certain light systems and components; aftermarket vehicle accessories, and public safety / emergency vehicle equipment and other equipment not related to vehicle equipment (BCSO2019-01), hereinafter called the "Contract"; and,

Whereas, the parties now desire to amend the contract as set forth in this amendment;

Now, therefore, in consideration of the following mutual covenants and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. To add the following under the DSS Products and Services section;

   Kustom Signal Products
   3% off MSRP

2. This agreement becomes effective October 25th, 2024.

3. Except as specifically amended hereby, the terms and conditions of this Contract shall continue in full force and effect.

In Witness Whereof the Bradford County Sheriff's Office and Contractor have caused this Amendment to Contract to be executed by the authorized representatives effective the date and year first written above.

Amendment to Contract No. BCSO2019-01 (Oct. 25, 2024)

Attest:

Melissa Hewitt

Witness as to Contractor

Bradford County Sheriff's Office

By: 5120

Major George Konkel

Dana Safety Supply, Inc.

By:

Sidney Wells, Regional GM

Gordon Smith, Sheriff

SHERIFF
Bradford County

January 9, 2025

Dana Safety Supply, Inc.
561 Stevens St
Jacksonville, Fl. 32254

Re: Amendment #6 to Contract No. BCS02019-01

Dear Sir:

Enclosed are contract amendment documents for the above project which should be executed by your company and returned within five (5) consecutive calendar days from date of receipt.

Contracts must be executed by a corporate officer or an individual with signature authority. That signature should be properly attested or witnessed. Please indicate corporate position held by the individual executing the contract.

Please return signed contracts to the following address; Bradford County Sheriff's Office Attn: Major George Konkel 945-B North Temple Ave. Starke, Fl. 32091

You will be furnished a fully executed copy of the document after all signatures have been affixed. If you have any questions or need assistance in completing the enclosed, please contact me at (904) 966-6306.

Thanks,

5120

Major George L. Konkel Jr.
Chief of Operations
Bradford County Sheriff's Office
945-B North Temple Ave.
Starke, Fl. 32091
Office (904) 966-6306

Amendment to Contract No. BCSO2019-01

This Amendment to Contract is entered into this 9th day of January, 2025, by and between the **Bradford County Sheriff's Office** and **Dana Safety Supply, INC.** hereinafter called the "Contractor".

Whereas, the Bradford County Sheriff's Office and the Contractor enter into a certain Contract dated this 12th day of July, 2019 (5 year extension 7/15/24) relating to the furnishing of certain light systems and components; aftermarket vehicle accessories, and public safety / emergency vehicle equipment and other equipment not related to vehicle equipment (BCSO2019-01), hereinafter called the "Contract"; and,

Whereas, the parties now desire to amend the contract as set forth in this amendment;

Now, therefore, in consideration of the following mutual covenants and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. To add the following under the DSS Products and Services section;

Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
Point Blank	Body armor (INCLUDING SHIELDS)	25%	MD	5 Years

2. This agreement becomes effective August 14, 2024.
3. Except as specifically amended hereby, the terms and conditions of this Contract shall continue in full force and effect.

In Witness Whereof the Bradford County Sheriff's Office and Contractor have caused this Amendment to Contract to be executed by the authorized representatives effective the date and year first written above.

Attest:

Lisa Hall

Witness as to Contractor

Bradford County Sheriff's Office

By: 5120

Major George Konkel

Dana Safety Supply, Inc.

By:

Sidney Wells, Regional GM

Gordon Smith, Sheriff

SHERIFF
Bradford County

February 12, 2025

Dana Safety Supply, Inc.
561 Stevens St
Jacksonville, Fl. 32254

Re: Amendment #7 to Contract No. BCS02019-01

Dear Sir:

Enclosed are contract amendment documents for the above project which should be executed by your company and returned within five (5) consecutive calendar days from date of receipt.

Contracts must be executed by a corporate officer or an individual with signature authority. That signature should be properly attested or witnessed. Please indicate corporate position held by the individual executing the contract.

Please return signed contracts to the following address; Bradford County Sheriff's Office Attn: Major George Konkel 945-B North Temple Ave. Starke, Fl. 32091

You will be furnished a fully executed copy of the document after all signatures have been affixed. If you have any questions or need assistance in completing the enclosed, please contact me at (904) 966-6306.

Thanks,

5720

Major George L. Konkel Jr.
Chief of Operations
Bradford County Sheriff's Office
945-B North Temple Ave.
Starke, Fl. 32091
Office (904) 966-6306

Amendment to Contract No. BCSO2019-01

This Amendment to Contract is entered into this 12th day of February, 2025, by and between the **Bradford County Sheriff's Office** and **Dana Safety Supply, INC.** hereinafter called the "Contractor".

Whereas, the Bradford County Sheriff's Office and the Contractor enter into a certain Contract dated this 12th day of July, 2019 (5 year extension 7/15/24) relating to the furnishing of certain light systems and components; aftermarket vehicle accessories, and public safety / emergency vehicle equipment and other equipment not related to vehicle equipment (BCSO2019-01), hereinafter called the "Contract"; and,

Whereas, the parties now desire to amend the contract as set forth in this amendment;

Now, therefore, in consideration of the following mutual covenants and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. To add the following under the DSS Products and Services section;
   - Silynx – 3% OFF MSRP
   - Federal Signal – 25% OFF MSRP
2. This agreement becomes effective February 12, 2025.
3. Except as specifically amended hereby, the terms and conditions of this Contract shall continue in full force and effect.

In Witness Whereof the Bradford County Sheriff's Office and Contractor have caused this Amendment to Contract to be executed by the authorized representatives effective the date and year first written above.

Attest:

Lisa Hall

Lisa Hall

Bradford County Sheriff's Office

By: 5720

Major George Konkel

Dana Safety Supply, Inc.

Rupal Wells

Witness as to Contractor

By:

Sidney Wells, Regional GM

Gordon Smith, Sheriff

SHERIFF

Bradford County

March 6, 2025

Dana Safety Supply, Inc.
561 Stevens St
Jacksonville, Fl. 32254

Re: Amendment #8 to Contract No. BCS02019-01

Dear Sir:

Enclosed are contract amendment documents for the above project which should be executed by your company and returned within five (5) consecutive calendar days from date of receipt.

Contracts must be executed by a corporate officer or an individual with signature authority. That signature should be properly attested or witnessed. Please indicate corporate position held by the individual executing the contract.

Please return signed contracts to the following address; Bradford County Sheriff's Office
Attn: Major George Konkel 945-B North Temple Ave. Starke, Fl. 32091

You will be furnished a fully executed copy of the document after all signatures have been affixed. If you have any questions or need assistance in completing the enclosed, please contact me at (904) 966-6306.

Thanks,

5120

Major George L. Konkel Jr.
Chief of Operations
Bradford County Sheriff's Office
945-B North Temple Ave.
Starke, Fl. 32091
Office (904) 966-6306

Amendment to Contract No. BCSO2019-01

This Amendment to Contract is entered into this 6th day of March, 2025, by and between the **Bradford County Sheriff's Office** and **Dana Safety Supply, INC.** hereinafter called the "Contractor".

Whereas, the Bradford County Sheriff's Office and the Contractor enter into a certain Contract dated this 12th day of July, 2019 (5 year extension 7/15/24) relating to the furnishing of certain light systems and components; aftermarket vehicle accessories, and public safety / emergency vehicle equipment and other equipment not related to vehicle equipment (BCSO2019-01), hereinafter called the "Contract"; and,

Whereas, the parties now desire to amend the contract as set forth in this amendment;

Now, therefore, in consideration of the following mutual covenants and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. To add the following under the DSS Products and Services section;
   - Tiger Tough – Vehicle Seat Covers, 10% Off MSRP, 2yr warranty
   - Magnetic Mic – Microphone clip, 5% Off MSRP, Limited warranty
   - * Innovative- Emergency vehicle equipment, 30% Off MSRP, warranty
2. This agreement becomes effective March 6, 2025.
3. Except as specifically amended hereby, the terms and conditions of this Contract shall continue in full force and effect.

In Witness Whereof the Bradford County Sheriff's Office and Contractor have caused this Amendment to Contract to be executed by the authorized representatives effective the date and year first written above.

Attest:

Lisa Hall

Bradford County Sheriff's Office

By: _____ SRO

Major George Konkel

Witness as to Contractor

Dana Safety Supply, Inc.

By: _____

Sidney Wells, Regional GM

Gordon Smith, Sheriff

SHERIFF

Bradford County

June 18, 2024

Dana Safety Supply, Inc.
561 Stevens St
Jacksonville, Fl. 32254

Re: Extending term to Contract No. BCSO2019-01 (w/amendment)

To whom it may concern,

This letter shall serve as formal notice of the Bradford County Sheriff's Office extending the terms of contract BCSO2019-01 from July 15, 2024, to July 14th, 2029, as indicated in Section 3.0 of said contract.

The following amendments will also be effective beginning July 15, 2024.
-Install rate $90 an hour
-On-site install rate $120 an hour
-Vehicle pick-up and delivery: $1.50 per mile (Minimum $100)
- Kustom Signal Inc. 2% off MSRP

The Bradford County Sheriff's Office looks forward to continuing its excellent working relationship with Dana Safety Supply. Please provide a current Certificate of Insurance to cover the extension period.

In Witness Whereof the Bradford County Sheriff's Office and Contractor (Dana Safety Supply) have agreed to this Extension and Amendment to the contract to be executed by the authorized representatives effective the date and year indicated above.

Attest:
Angel Lovell

Witness as to Contractor

Bradford County Sheriff's Office
By: 5120
Major George Konkel

Dana Safety Supply, Inc.
By:
Sidney Wells, Regional GM

Detail by FEI/EIN Number

Florida Profit Corporation
DANA SAFETY SUPPLY, INC.

Filing Information

Document Number	P09000099964
FEI/EIN Number	27-1557226
Date Filed	12/11/2009
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	11/12/2024
Event Effective Date	NONE

Principal Address

500 S Edwardia Dr
Greensboro, NC 27409

Changed: 02/24/2025

Mailing Address

500 S Edwardia Dr
Greensboro, NC 27409

Changed: 02/24/2025

Registered Agent Name & Address

REGISTERED AGENT SOLUTIONS, INC.
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FLORIDA 33324

Name Changed: 02/13/2025

Address Changed: 07/16/2025

Officer/Director Detail

Name & Address

Title CEO

Russo, Alfred
500 S Edwardia Dr
Greensboro, NC 27409

Title Chief Operations Officer, President

HOBBS, WANDA
500 S Edwardia Dr
Greensboro, NC 27409

Annual Reports

Report Year	Filed Date
2023	01/21/2023
2024	02/02/2024
2025	02/24/2025

Document Images

02/24/2025 -- ANNUAL REPORT	View image in PDF format
02/13/2025 -- Reg. Agent Change	View image in PDF format
11/12/2024 -- Amendment	View image in PDF format
02/02/2024 -- ANNUAL REPORT	View image in PDF format
01/21/2023 -- ANNUAL REPORT	View image in PDF format
01/20/2022 -- ANNUAL REPORT	View image in PDF format
10/13/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
01/11/2021 -- ANNUAL REPORT	View image in PDF format
01/13/2020 -- ANNUAL REPORT	View image in PDF format
01/23/2019 -- ANNUAL REPORT	View image in PDF format
01/17/2018 -- ANNUAL REPORT	View image in PDF format
03/07/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
02/13/2017 -- ANNUAL REPORT	View image in PDF format
03/15/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
01/22/2016 -- ANNUAL REPORT	View image in PDF format
02/19/2015 -- ANNUAL REPORT	View image in PDF format
01/10/2014 -- ANNUAL REPORT	View image in PDF format
01/28/2013 -- ANNUAL REPORT	View image in PDF format
01/24/2012 -- ANNUAL REPORT	View image in PDF format
05/03/2011 -- ANNUAL REPORT	View image in PDF format
02/18/2011 -- ANNUAL REPORT	View image in PDF format
01/25/2011 -- ANNUAL REPORT	View image in PDF format
02/25/2010 -- ANNUAL REPORT	View image in PDF format
02/22/2010 -- ANNUAL REPORT	View image in PDF format
02/05/2010 -- Name Change	View image in PDF format
12/11/2009 -- Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: Purchasing

Item Title: Chemicals

Item Number: 4O

Meeting Date: 8/12/2025

City Reference Number (C#): C25181

Item Description:

A Resolution of the City of Sunrise, Florida, to award Bid No. 25-66-06-MS for Herbicides and related Adjuvants to various vendors (multi-award); and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities

Funding:

Various departmental Accounts

Amount:

Estimated annual usage: $77,000
Not to exceed budgeted funds of FY 2024/2025.
Subsequent years' expenditures subject to budget approval.

ATTACHMENTS:

ATY Resolution - C25181
Exhibit A - Tabulation
Sunbiz - SiteOne Lanscape Supply, LLC
Sunbiz - Orion Solutions, L.L.C.
Sunbiz - Heritage Professional Products Group

Background:

The Utilities Department, Public Works Division is responsible for the control of aquatic invasive vegetation (through mechanical, biological, and chemical methods) within selected water bodies owned and maintained by the City. The Public Works Division requires the purchase of aquatic herbicides to provide aquatic growth management services and control the growth of all floating, emergent and submersed aquatic vegetation, and for treatment of nuisance terrestrial weeds within selected City waterbodies and on banks through the application of aquatic chemicals.

All herbicides applied within the City waterbodies are approved and regulated by the Environmental Protection Agency under the Federal Insecticide, Rodenticide, and Fungicide Act. The Florida Department of Environmental Protection has adopted a rule establishing a pesticide generic permit, which allows the application of pesticides to surface waters of the state, provided the conditions of the permit are adhered to by the applicator and in compliance with the Florida Administrative Code 62-621.300(8)(e), and Generic Permit for Pollutant Discharges to Surface Waters of the State from the Application of Pesticides.

The City issued Bid No. 25-66-06-MS, for Herbicides and related Adjuvants and received three responses on June 27, 2025. Staff evaluated all responses and recommended award, per the bid document, to the lowest responsive and responsible vendors on an item by item basis, as follows:

1. SiteOne Landscape Supply, LLC — Item No. 10, 22, 23 and 25; and
2. Orion Solutions, L.L.C. — Item No. 1–3, 5–9, 11–15 and 17–20; and
3. Heritage Professional Products Group — Item No. 4, 7, 14, 16,17, 21, 24 and 26.

Orion Solutions, L.L.C. and Heritage Professional Products Group submitted the same price for items No. 7, 14 and 17. Per the bid document, preference may be given to businesses with drug-free workplace programs when identical bids are submitted. However, both vendors certified they have drug-free workplace in accordance with Section 287.087, Florida Statutes. To ensure availability of products, staff is recommending the award of these tied items to both firms.

The City had utilized the South Florida Water Management District's (District) Contract previously. However, the District's contracts expire every year and re-solicits the purchase of Herbicides, Adjuvants continuously. Adding the burden of annually waiting for a District's award to subsequently piggyback onto that agreement creates challenges for City staff. Utilizing a City bid can significantly simplify contract management for Purchasing staff throughout the entire contract lifecycle.

The initial contract period shall be for one year, commencing on the date of award. In addition, the City reserves the right to renew the contract for two additional one-year periods, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City, contingent upon budget approval. In the event of a

manufacturer's price increase during the Contract period, the Vendor shall submit proof from the manufacturer of said increase, and the City may accept the price increase at the time of Contract renewal, or terminate or re-bid the Contract, in whole, or in part, whichever is in the best interest of the City.

No Sunrise vendors were solicited because there are no vendors listed in the Business Tax License directory that supply these products.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Maria Salvatierra, Procurement Specialist Phone: 954-572-2484

Department Head Name and Title:
Rodrigo de Castro, P.E., Director of Utilities

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, TO AWARD BID NO. 25-66-06-MS FOR HERBICIDES AND RELATED ADJUVANTS TO VARIOUS VENDORS (MULTI-AWARD); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sunrise requires herbicides and related adjuvants on an as-needed basis for the control of aquatic invasive vegetation within water bodies maintained by the City; and

WHEREAS, three (3) vendors submitted responses, including pricing, for various herbicides and related adjuvants. City staff evaluated the responses and recommends awarding bids to the vendors on an item-by-item basis to the lowest responsive and responsible bidder for each item.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. The award of Bid No.25-66-06-MS for Herbicides and Related Adjuvants, as listed in the Tabulation sheet attached hereto and made a part of this Resolution as Exhibit A (Tabulation), to the following vendors is hereby approved in an amount not to exceed the FY 2024-2025 approved budgeted funds, with subsequent years expenditures subject to budget approval:

(a) SiteOne Landscape Supply, LLC for Item Numbers 10, 22, 23, and 25 of the Tabulation.
(b) Orion Solutions, L.L.C. for Item Numbers 1, 2, 3, 5, 6, 7, 8, 9, 11, 12, 13, 14, 15, 17, 18, 19, and 20 of the Tabulation.
(c) Heritage Landscape Supply Group, Inc. d//b/a Heritage Professional Products Group for Item Numbers 4, 7, 14, 16, 17, 21, 24, and 26 of the Tabulation.

Section 2. The Procurement Manager or designee is hereby authorized to issue a Purchase Order or take other action necessary in connection with this award.

Section 3. The Procurement Manager or designee is authorized to extend or renew the award, in accordance with the terms of the bid.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

CITY OF SUNRISE FLORIDA

TABULATION

				SiteOne Landscape Supply, LLC		Orion Solutions, L.L.C.		Heritage Professional Products Group	
ITEM NO.	ITEM DESCRIPTION	Annual Estimate	Unit of Measure	UNIT PRICE	Extended Total	UNIT PRICE	Extended Total	UNIT PRICE	Extended Total
1	Herb, Weedar 64, 2.5 gal	72	gal	35.26	$2,538.72	21.93	$1,578.96	22.98	$1,654.56
2	Herb, Diquat, 2.5 gal	72	gal	NB	NB	39.28	$2,828.16	46.50	$3,348.00
3	Herb, Tribune, 2.5 gal	72	gal	51.30	$3,693.60	45.60	$3,283.20	46.97	$3,381.84
4	Herb, Isopropylamine Salt of Imazapyr, 2.5 gal	60	gal	93.32	$5,599.20	62.30	$3,738.00	60.98	$3,658.80
5	Herb, Ammonium salt of imazapic Imazapic, 2.5 gal	40	gal	157.45	$6,298.00	98.90	$3,956.00	139.00	$5,560.00
6	Herb, Hydrothol, 191, 2.5 gal	72	gal	NB	NB	84.00	$6,048.00	86.70	$6,242.40
7	Herb, Hydrothol, 191, 20 Lbs	200	Lbs	4.60	$920.00	4.10	$820.00	4.10	$820.00
8	Herb, Glyphosate, 2.5 gal	60	gal	20.15	$1,209.00	14.89	$893.40	17.98	$1,078.80
9	Herb, Glyphosate Aquatic, 2.5 gal	125	gal	32.67	$4,083.75	23.15	$2,893.75	23.48	$2,935.00
10	Herb, Fluridone, Sonar Q, 40 lbs	320	lb	5.21	$1,667.20	37.92	$12,134.40	37.92	$12,134.40
11	Herb, Flumioxazin, 5 lb	40	lb	37.33	$1,493.20	29.45	$1,178.00	32.49	$1,299.60
12	Herb, Dipotassium Salt Endothall, 2.5 gal	60	gal	102.50	$6,150.00	81.00	$4,860.00	83.30	$4,998.00
13	Herb, Cutrine FL909 2.5 gal	60	gal	35.52	$2,131.20	25.40	$1,524.00	25.98	$1,558.80
14	Herb, Aminopyralid-Tricolpyr, 2.5 gal	60	gal	NB	NB	62.50	$3,750.00	62.50	$3,750.00
15	Herb, 2, 4-D, 2.5 gal	72	gal	22.70	$1,634.40	21.39	$1,540.08	22.48	$1,618.56
16	Herb, Isopropylamine salt of imazapyr, 2.5 gal	60	gal	NB	NB	62.30	$3,738.00	61.98	$3,718.80
17	Herb, Galleon SC, 2.5 gal	10	gal	NB	NB	2,605.51	$26,055.10	2,605.51	$26,055.10
18	Herb, Triclopyr (aquatic), 2.5 gal	60	gal	52.72	$3,163.20	29.99	$1,799.40	52.00	$3,120.00
19	Herb, Triclopyr ester in oil (ready to use), 2.5 gal	20	gal	67.91	$1,358.20	55.00	$1,100.00	145.00	$2,900.00
20	Herb, SeClear, 2.5 gal	20	gal	17.09	$341.80	13.68	$273.60	16.48	$329.60
21	Herb, Captain (Liquid Copper Algaecide), 2.5 gal	60	gal	28.94	$1,736.40	36.75	$2,205.00	26.99	$1,619.40
22	Adj, Strikelock, 2.5 gal	20	gal	23.86	$477.20	NB	NB	150.00	$3,000.00
23	Adj, Quest, 2.5 gal	10	gal	25.83	$258.30	NB	NB	NB	NB
24	Adj, Dye, 1 gal	40	gal	134.18	$5,367.20	24.00	$960.00	23.55	$942.00
25	Top Film Adjuvant	20	gal	22.60	$452.00	NB	NB	68.00	$1,360.00
26	Adj, Antifoaming, 1pt	15	pt	16.90	$253.50	NB	NB	15.00	$225.00
TOTAL OFFER Items 1-26:					**$50,826.07**		**$87,157.05**		**$97,308.66**

NB: No Bid

Lowest Line Item

BID OPENED BY:
Maria Salvatierra, CPPO

Detail by Entity Name

Florida Limited Liability Company
SITEONE LANDSCAPE SUPPLY, LLC

Filing Information

Document Number	L25000183285
FEI/EIN Number	NONE
Date Filed	04/17/2025
Effective Date	04/16/2025
State	FL
Status	ACTIVE

Principal Address

103 W WHEELER RD
SEFFNER, FL 33584

Mailing Address

103 W WHEELER RD
SEFFNER, FL 33584

Registered Agent Name & Address

SMITH, DARIUS
103 W WHEELER RD
SEFFNER, FL 33584

Authorized Person(s) Detail

Name & Address

Title MBR

SMITH, DARIUS
103 W WHEELER RD
SEFFNER, FL 33584

Annual Reports

No Annual Reports Filed

Document Images

04/17/2025 -- Florida Limited Liability | View image in PDF format

Detail by Entity Name

Foreign Limited Liability Company
ORION SOLUTIONS, L.L.C.

Filing Information

Document Number	M22000016217
FEI/EIN Number	20-8362076
Date Filed	10/20/2022
State	VA
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	03/20/2025

Principal Address

1035 FRANKLIN ST., SUITE 207
ROCKY MOUNT, VA 24151

Mailing Address

1035 FRANKLIN ST., SUITE 207
ROCKY MOUNT, VA 24151

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 03/20/2025

Authorized Person(s) Detail

Name & Address

Title MGR

GERST, JAMES
185 Parkside Ln
ROCKY MOUNT, VA 24151

Title Authorized Representative

Hall, Jennifer

1035 FRANKLIN ST., SUITE 207
ROCKY MOUNT, VA 24151

Annual Reports

Report Year	Filed Date
2023	02/23/2023
2024	03/20/2025
2025	03/20/2025

Document Images

03/20/2025 -- REINSTATEMENT	View image in PDF format
02/23/2023 -- ANNUAL REPORT	View image in PDF format
10/20/2022 -- Foreign Limited	View image in PDF format

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Fictitious Name Detail

Fictitious Name

HERITAGE PROFESSIONAL PRODUCTS GROUP

Filing Information

Registration Number	G23000000570
Status	ACTIVE
Filed Date	01/03/2023
Expiration Date	12/31/2028
Current Owners	1
County	MULTIPLE
Total Pages	1
Events Filed	NONE
FEI/EIN Number	NONE

Mailing Address

7440 STATE HIGHWAY 121
MCKINNEY, TX 75070

Owner Information

HERITAGE LANDSCAPE SUPPLY GROUP, INC.
7440 STATE HIGHWAY 121
MCKINNEY, TX 75070
FEI/EIN Number: 46-1116383
Document Number: F19000004321

Document Images

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CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: Purchasing

Item Title: Equipment

Item Number: 4P **Meeting Date:** 8/12/2025

City Reference Number (C#): C25163

Item Description:

A Resolution of the City of Sunrise, Florida, approving the purchase of Water Meter Fittings and Water Line and Fire Hydrant Accessories from Various Vendors (multi-award) under the terms of the City of Deerfield Beach Bid No. 25-017 as the lead agency for the Southeast Florida Governmental Purchasing Cooperative Group; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

Funding:

Various Departmental Accounts

Amount:

Estimated Annual Usage: $250,000

Contract valid through June 5, 2028.
Not to exceed budgeted funds for FY2024/2025.
Subsequent years' expenditures subject to budget approval.

ATTACHMENTS:

ATY Resolution - C25163
Bid Tabulation
Award letters Consolidated, Fortiline, & Ferguson
Sunbiz Consolidated Pipe & Supply Company, Inc
Sunbiz Ferguson Enterprises, LLC
Sunbiz Ferguson US Holdings, Inc.
Sunbiz Fortiline, Inc.

Background:

The Utilities Department requires water meter fittings and water line accessories in order to provide continuous, uninterrupted service to City of Sunrise customers within the utility service area.

The Southeast Florida Governmental Purchasing Cooperative Group, with the City of Deerfield Beach, Florida as the lead agency, issued Bid No. 25-017 for the purchase of water meter fittings and water line accessories with the intent to award a contract to at least one but no more than four bidders for each manufacturer's catalogs or published price list on an as needed basis. Four Bids were reviewed and one of the bidders, Core & Main, LP, withdrew their bid response.

The Southeast Florida Governmental Purchasing Cooperative Group, with the City of Deerfield Beach, Florida as the lead agency, awarded Bid No. 25-017 to the remaining three responsive and responsible Bidders, Consolidated Pipe & Supply Company, Inc., Ferguson US Holdings, Inc. d/b/a Ferguson Enterprises, LLC., and Fortiline, Inc., for the purchase of water meter fittings and water line accessories. Pricing is based on a set percentage discount off the list price for a given item, at the time of purchase. As one of the twenty-eight participating South Florida governmental entities for this contract, the City of Sunrise benefits by achieving economies of scale through volume discount pricing. The City of Sunrise has previous experience with all three vendors and has been satisfied with the service provided.

When items are required, purchase order(s) will be issued to the vendor with the lowest price for the required items. The initial term of the award is valid through June 5, 2028. This is a three-year award with two optional one-year renewals.

Given these purchases will be made using an existing governmental contract, the City's formal bidding procedures are waived pursuant to Section 5-173(c)(4) of the Code of City of Sunrise, Florida.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Holly Raphaelson Phone: 954-572-2202

Department Head Name and Title:
Rodrigo de Castro, P.E., Director of Utilities

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING THE PURCHASE OF WATER METER FITTINGS AND WATER LINE AND FIRE HYDRANT ACCESSORIES FROM VARIOUS VENDORS (MULTI-AWARD) UNDER THE TERMS OF THE CITY OF DEERFIELD BEACH BID NO. 25-017 AS THE LEAD AGENCY FOR THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sunrise requires water meter fittings and water line accessories in order to provide continuous service to customers within its utility service area; and

WHEREAS, the City of Sunrise is a participating governmental entity in the Southeast Florida Governmental Purchasing Cooperative Group for Bid No. 25-017; and

WHEREAS, after competitive solicitation, the Southeast Florida Governmental Purchasing Cooperative Group, with the City of Deerfield Beach as the lead agency, awarded Bid No. 25-017 for the purchase of water meter fittings and water line and fire hydrant accessories to Consolidated Pipe & Supply Company, Inc., Ferguson US Holdings, Inc. d/b/a Ferguson Enterprises, LLC, and Fortiline, Inc.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. The purchase of water meter fittings and water line and fire hydrant accessories from Consolidated Pipe & Supply Company, Inc., Ferguson US Holdings, Inc. d/b/a Ferguson Enterprises, LLC, and Fortiline, Inc. under the terms of the City of Deerfield Beach Bid No. 25-017 as the lead agency for the Southeast Florida Governmental Purchasing Cooperative Group is hereby approved.

Section 2. Because these purchases will be made using an existing governmental contract, the City's formal bidding procedures are hereby waived pursuant to Section 5-173(c)(4) of the Code of the City of Sunrise Florida.

Section 3. The Procurement Manager or designee is hereby authorized to issue Purchase Orders or take other action necessary in connection with this award.

Section 4. The Procurement Manager or designee is hereby authorized to renew, amend, or extend this award when renewed, amended or extended by the lead agency.

Section 5. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

Event Number	ITB 25-017 Addendum 1	**Organization**	City of Deerfield Beach
Event Title	Water Meter Fitting, Water Line Accessorie	**Workgroup**	Purchasing Dept.
Event Description	The City of Deerfield Beach is soliciting seal	**Event Owner**	Eddyson Etienne
Event Type	ITB (Commodity)	**Email**	eetienne@deerfield-beach.com
Issue Date	3/17/2025 10:48:04 PM (ET)	**Phone**	954 (250) 4039
Close Date	4/23/2025 02:00:00 PM (ET)	**Fax**	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Consolidated Pipe and Supply	Orlando	FL	4/23/2025 01:16:37 PM (ET)	320	$0.00
Core & Main LP	Oakland Park	FL	4/22/2025 05:37:40 PM (ET)	161	$0.00
Ferguson Waterworks (Fergusor	Pompano Beach	FL	4/22/2025 03:22:39 PM (ET)	112	$0.00
Fortiline, Inc.	DALLAS	TX	4/23/2025 01:24:39 PM (ET)	156	$0.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

Reference Keys
Dark Blue = No Bid on the Catalog

				Consolidated Pipe and Supply	Core & Main LP	Ferguson US Holdings, (Ferguson Enterprises LLC.)
				% Discount Off	% Discount Off	% Discount Off
				6, 8, 9, 11, 12, 17, 17(2), 18, 20, 21, 22, 27, 29, 30, 31, 32, 35, 37, 38, 39, 40, 41, 42, 43, 44, 45, and 49	3,	1, 2, 3, 5, 11, 12, 14, 17, 18, 20, 21, 22, 23, 27, 31, 32, 33, 34, 35, 37, 38, 39, 40, 41, 42, 44, 46, 47, and 49
		Awarded Manufacturers:				
Line #	Description	Mfgno	QTY	Unit	Unit	Unit
1	1. The undersigned, hereafter called the Bidder, hereby agrees to supply the products and/or services at the percentage discounts bid in accordance with the terms, conditions and specifications contained in this ITB. 2. Product Groups that do not apply to a Catalog/Price List shall not be left blank. Instead, place a "No Bid" in the column of the appropriate Product Group row.3. Indicate unleaded Brass % in the Suppliers Notes Section in the Price Sheet. Unleaded Brass Weighted Average Lead Content ≤ 0.25%					
2	**Manufacturer 1- American Cast Iron Pipe Company**			**No Bid**	**No Bid**	**$0.00**
2.1	Adapters Stainless		1			No Bid
2.2	Adapters, Meter		1			No Bid
2.3	Meter Boxes, Series A		1			No Bid
2.4	Meter Boxes,Series C		1			No Bid
2.5	Meter Boxes Series F		1			No Bid
2.6	Meter Boxes, Series J		1			No Bid
2.7	Clamps, Pipe, Stainless Steel		1			No Bid

2.8	Clamps, Repair, Stainless Steel with Stainless steel bolts	1			No Bid
2.9	Clamps, Repair, Stainless Steel with cast lugs	1			No Bid
2.10	Connectors, Hose	1			No Bid
2.11	Corporation Stops	1			No Bid
2.12	Couplings, Brass	1			No Bid
2.13	Couplings, Compression	1			No Bid
2.14	Couplings, Meter	1			No Bid
2.15	Couplings, Pack Joint	1			No Bid
2.16	Couplings, Quick Connect	1			No Bid
2.17	Couplings, Straight	1			No Bid
2.18	Curb Stops	1			No Bid
2.19	Elbows	1			No Bid
2.20	Flanges, Bronze, Meter	1			No Bid
2.21	Flanges, Oval Brass	1			No Bid
2.22	Hose Bibs	1			No Bid
2.23	Idler Pipes	1			No Bid
2.24	Insert Stiffeners	1			No Bid
2.25	Meter Stops	1			No Bid
2.26	Nipples, Brass	1			No Bid
2.27	Pieces, Branch	1			No Bid
2.28	Plugs, Standard Brass	1			No Bid
2.29	Poly-Adapters x Compression Brass	1			No Bid
2.30	Reducer Bushings	1			No Bid
2.31	Meter Resetters	1			No Bid
2.32	Service Saddles	1			No Bid
2.33	Tees	1			No Bid
2.34	Tubing, Poly	1			No Bid
2.35	Tubing, Copper	1			No Bid
2.36	U-Branches	1			No Bid
2.37	Valve Assemblies, Key Branch	1			No Bid
2.38	Valves, Angle Meter	1			No Bid
2.39	Valves, Ball Meter	1			No Bid
2.40	Valves, Check	1			No Bid
2.41	Valves, Gate	1			No Bid
2.42	Washers, Rubber	1			No Bid
2.43	Yokes	1			No Bid
2.44	Megalugs	1			No Bid

2.45	Grip Rings 4"-12"	1			No Bid	
2.46	Ductile Pipe 4” – 64”	1				2.0%
2.47	Ductile Iron Fittings	1			No Bid	
2.48	Ductile Iron Caps	1			No Bid	
2.49	Ductile Iron Plugs	1			No Bid	
2.50	Backflow Preventers and Pressure Valves	1			No Bid	
2.51	Lead Free Brass Caps	1			No Bid	
2.52	Fire Hydrants	1			No Bid	
2.53	Fire Hydrants Accessories	1			No Bid	
2.54	Water Meters - Various Sizes	1			No Bid	
2.55	Water Meter Boxes - Various Sizes	1			No Bid	
2.56	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1			No Bid	
2.57	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1			No Bid	
2.58	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1			No Bid	
3	**Manufacturer 2 - American Flow**		**No Bid**	**No Bid**		**$0.00**
3.1	Adapters Stainless	1			No Bid	
3.2	Adapters, Meter	1			No Bid	
3.3	Meter Boxes, Series A	1			No Bid	
3.4	Meter Boxes,Series C	1			No Bid	
3.5	Meter Boxes Series F	1			No Bid	
3.6	Meter Boxes, Series J	1			No Bid	
3.7	Clamps, Pipe, Stainless Steel	1			No Bid	
3.8	Clamps, Repair, Stainless Steel with Stainless steel bolts	1			No Bid	
3.9	Clamps, Repair, Stainless Steel with cast lugs	1			No Bid	
3.10	Connectors, Hose	1			No Bid	
3.11	Corporation Stops	1			No Bid	
3.12	Couplings, Brass	1			No Bid	
3.13	Couplings, Compression	1			No Bid	
3.14	Couplings, Meter	1			No Bid	
3.15	Couplings, Pack Joint	1			No Bid	
3.16	Couplings, Quick Connect	1			No Bid	

3.17	Couplings, Straight	1			No Bid	
3.18	Curb Stops	1			No Bid	
3.19	Elbows	1			No Bid	
3.20	Flanges, Bronze, Meter	1			No Bid	
3.21	Flanges, Oval Brass	1			No Bid	
3.22	Hose Bibs	1			No Bid	
3.23	Idler Pipes	1			No Bid	
3.24	Insert Stiffeners	1			No Bid	
3.25	Meter Stops	1			No Bid	
3.26	Nipples, Brass	1			No Bid	
3.27	Pieces, Branch	1			No Bid	
3.28	Plugs, Standard Brass	1			No Bid	
3.29	Poly-Adapters x Compression Brass	1			No Bid	
3.30	Reducer Bushings	1			No Bid	
3.31	Meter Resetters	1			No Bid	
3.32	Service Saddles	1			No Bid	
3.33	Tees	1			No Bid	
3.34	Tubing, Poly	1			No Bid	
3.35	Tubing, Copper	1			No Bid	
3.36	U-Branches	1			No Bid	
3.37	Valve Assemblies, Key Branch	1			No Bid	
3.38	Valves, Angle Meter	1			No Bid	
3.39	Valves, Ball Meter	1			No Bid	
3.40	Valves, Check	1				55.0%
3.41	Valves, Gate	1				42.0%
3.42	Washers, Rubber	1			No Bid	
3.43	Yokes	1			No Bid	
3.44	Megalugs	1			No Bid	
3.45	Grip Rings 4"-12"	1			No Bid	
3.46	Ductile Pipe 4” – 64”	1			No Bid	
3.47	Ductile Iron Fittings	1			No Bid	
3.48	Ductile Iron Caps	1			No Bid	
3.49	Ductile Iron Plugs	1			No Bid	
3.50	Backflow Preventers and Pressure Valves	1			No Bid	
3.51	Lead Free Brass Caps	1			No Bid	
3.52	Fire Hydrants	1				36.0%
3.53	Fire Hydrants Accessories	1				5.0%
3.54	Water Meters - Various Sizes				No Bid	
3.55	Water Meter Boxes - Various Sizes				No Bid	

3.56	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1			No Bid
3.57	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1			No Bid
3.58	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1			No Bid
4	**Manufacturer 3 - American Valve**		**No Bid**	**$0.00**	**No Bid**
4.1	Adapters Stainless	1		No Bid	
4.2	Adapters, Meter	1		No Bid	
4.3	Meter Boxes, Series A	1		No Bid	
4.4	Meter Boxes,Series C	1		No Bid	
4.5	Meter Boxes Series F	1		No Bid	
4.6	Meter Boxes, Series J	1		No Bid	
4.7	Clamps, Pipe, Stainless Steel	1		No Bid	
4.8	Clamps, Repair, Stainless Steel with Stainless steel bolts	1		No Bid	
4.9	Clamps, Repair, Stainless Steel with cast lugs	1		No Bid	
4.10	Connectors, Hose	1		No Bid	
4.11	Corporation Stops	1		No Bid	
4.12	Couplings, Brass	1		No Bid	
4.13	Couplings, Compression	1		No Bid	
4.14	Couplings, Meter	1		No Bid	
4.15	Couplings, Pack Joint	1		No Bid	
4.16	Couplings, Quick Connect	1		No Bid	
4.17	Couplings, Straight	1		No Bid	
4.18	Curb Stops	1		No Bid	
4.19	Elbows	1		No Bid	
4.20	Flanges, Bronze, Meter	1		No Bid	
4.21	Flanges, Oval Brass	1		No Bid	
4.22	Hose Bibs	1		46.0%	
4.23	Idler Pipes	1		No Bid	
4.24	Insert Stiffeners	1		No Bid	
4.25	Meter Stops	1		No Bid	
4.26	Nipples, Brass	1		No Bid	
4.27	Pieces, Branch	1		No Bid	

4.28	Plugs, Standard Brass	1		No Bid	
4.29	Poly-Adapters x Compression Brass	1		No Bid	
4.30	Reducer Bushings	1		No Bid	
4.31	Meter Resetters	1		No Bid	
4.32	Service Saddles	1		No Bid	
4.33	Tees	1		No Bid	
4.34	Tubing, Poly	1		No Bid	
4.35	Tubing, Copper	1		No Bid	
4.36	U-Branches	1		No Bid	
4.37	Valve Assemblies, Key Branch	1		No Bid	
4.38	Valves, Angle Meter	1		46.0%	
4.39	Valves, Ball Meter	1		46.0%	
4.40	Valves, Check	1		46.0%	
4.41	Valves, Gate	1		46.0%	
4.42	Washers, Rubber	1		No Bid	
4.43	Yokes	1		No Bid	
4.44	Megalugs	1		No Bid	
4.45	Grip Rings 4"-12"	1		No Bid	
4.46	Ductile Pipe 4” – 64”	1		No Bid	
4.47	Ductile Iron Fittings	1		No Bid	
4.48	Ductile Iron Caps	1		No Bid	
4.49	Ductile Iron Plugs	1		No Bid	
4.50	Backflow Preventers and Pressure Valves	1		No Bid	
4.51	Lead Free Brass Caps	1		No Bid	
4.52	Fire Hydrants	1		No Bid	
4.53	Fire Hydrants Accessories	1		No Bid	
4.54	Water Meters - Various Sizes	1		No Bid	
4.55	Water Meter Boxes - Various Sizes	1		No Bid	
4.56	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1		No Bid	
4.57	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1		No Bid	
4.58	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1		No Bid	
5	**Manufacturer 4 - American Darling**		**No Bid**	**No Bid**	**No Bid**
5.1	Adapters Stainless	1			

5.2	Adapters, Meter	1			
5.3	Meter Boxes, Series A	1			
5.4	Meter Boxes,Series C	1			
5.5	Meter Boxes Series F	1			
5.6	Meter Boxes, Series J	1			
5.7	Clamps, Pipe, Stainless Steel	1			
5.8	Clamps, Repair, Stainless Steel with Stainless steel bolts	1			
5.9	Clamps, Repair, Stainless Steel with cast lugs	1			
5.10	Connectors, Hose	1			
5.11	Corporation Stops	1			
5.12	Couplings, Brass	1			
5.13	Couplings, Compression	1			
5.14	Couplings, Meter	1			
5.15	Couplings, Pack Joint	1			
5.16	Couplings, Quick Connect	1			
5.17	Couplings, Straight	1			
5.18	Curb Stops	1			
5.19	Elbows	1			
5.20	Flanges, Bronze, Meter	1			
5.21	Flanges, Oval Brass	1			
5.22	Hose Bibs	1			
5.23	Idler Pipes	1			
5.24	Insert Stiffeners	1			
5.25	Meter Stops	1			
5.26	Nipples, Brass	1			
5.27	Pieces, Branch	1			
5.28	Plugs, Standard Brass	1			
5.29	Poly-Adapters x Compression Brass	1			
5.30	Reducer Bushings	1			
5.31	Meter Resetters	1			
5.32	Service Saddles	1			
5.33	Tees	1			
5.34	Tubing, Poly	1			
5.35	Tubing, Copper	1			
5.36	U-Branches	1			
5.37	Valve Assemblies, Key Branch	1			
5.38	Valves, Angle Meter	1			

5.39	Valves, Ball Meter	1			
5.40	Valves, Check	1			
5.41	Valves, Gate	1			
5.42	Washers, Rubber	1			
5.43	Yokes	1			
5.44	Megalugs	1			
5.45	Grip Rings 4"-12"	1			
5.46	Ductile Pipe 4” – 64”	1			
5.47	Ductile Iron Fittings	1			
5.48	Ductile Iron Caps	1			
5.49	Ductile Iron Plugs	1			
5.50	Backflow Preventers and Pressure Valves	1			
5.51	Lead Free Brass Caps	1			
5.52	Fire Hydrants	1			
5.53	Fire Hydrants Accessories	1			
5.54	Water Meter Boxes - Various Sizes	1			
5.55	Water Meters - Various Sizes	1			
5.56	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1			
5.57	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1			
5.58	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1			
6	**Manufacturer 5 - Apollo**		**No Bid**	**$0.00**	**No Bid**
6.1	Adapters Stainless	1		No Bid	
6.2	Adapters, Meter	1		No Bid	
6.3	Meter Boxes, Series A	1		No Bid	
6.4	Meter Boxes,Series C	1		No Bid	
6.5	Meter Boxes Series F	1		No Bid	
6.6	Meter Boxes, Series J	1		No Bid	
6.7	Clamps, Pipe, Stainless Steel	1		No Bid	
6.8	Clamps, Repair, Stainless Steel with Stainless steel bolts	1		No Bid	
6.9	Clamps, Repair, Stainless Steel with cast lugs	1		No Bid	

6.10	Connectors, Hose	1		No Bid	
6.11	Corporation Stops	1		No Bid	
6.12	Couplings, Brass	1		No Bid	
6.13	Couplings, Compression	1		No Bid	
6.14	Couplings, Meter	1		No Bid	
6.15	Couplings, Pack Joint	1		No Bid	
6.16	Couplings, Quick Connect	1		No Bid	
6.17	Couplings, Straight	1		No Bid	
6.18	Curb Stops	1		No Bid	
6.19	Elbows	1		No Bid	
6.20	Flanges, Bronze, Meter	1		No Bid	
6.21	Flanges, Oval Brass	1		No Bid	
6.22	Hose Bibs	1		No Bid	
6.23	Idler Pipes	1		No Bid	
6.24	Insert Stiffeners	1		No Bid	
6.25	Meter Stops	1		No Bid	
6.26	Nipples, Brass	1		No Bid	
6.27	Pieces, Branch	1		No Bid	
6.28	Plugs, Standard Brass	1		No Bid	
6.29	Poly-Adapters x Compression Brass	1		No Bid	
6.30	Reducer Bushings	1		No Bid	
6.31	Meter Resetters	1		No Bid	
6.32	Service Saddles	1		No Bid	
6.33	Tees	1		No Bid	
6.34	Tubing, Poly	1		No Bid	
6.35	Tubing, Copper	1		No Bid	
6.36	U-Branches	1		No Bid	
6.37	Valve Assemblies, Key Branch	1		No Bid	
6.38	Valves, Angle Meter	1		No Bid	
6.39	Valves, Ball Meter	1		No Bid	
6.40	Valves, Check	1		No Bid	
6.41	Valves, Gate	1		No Bid	
6.42	Washers, Rubber	1		No Bid	
6.43	Yokes	1		No Bid	
6.44	Megalugs	1		No Bid	
6.45	Grip Rings 4"-12"	1		No Bid	
6.46	Ductile Pipe 4” – 64”	1		No Bid	
6.47	Ductile Iron Fittings	1		No Bid	
6.48	Ductile Iron Caps	1		No Bid	

6.49	Ductile Iron Plugs	1		No Bid	
6.50	Backflow Preventers and Pressure Valves	1		83.0%	
6.51	Lead Free Brass Caps	1		No Bid	
6.52	Fire Hydrants	1		No Bid	
6.53	Fire Hydrants Accessories	1		No Bid	
6.54	Water Meters - Various Sizes	1		No Bid	
6.55	Water Meter Boxes - Various Sizes	1		No Bid	
6.56	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1		73.0%	
6.57	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1		38.0%	
6.58	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1		73.0%	
7	**Manufacturer 6 - A.Y. McDonald Mfg. Co.**		**$0.00**	**No Bid**	**No Bid**
7.1	Adapters Stainless	1	30.0%		
7.2	Adapters, Meter	1	30.0%		
7.3	Meter Boxes, Series A	1	30.0%		
7.4	Meter Boxes,Series C	1	30.0%		
7.5	Meter Boxes Series F	1	30.0%		
7.6	Meter Boxes, Series J	1	30.0%		
7.7	Clamps, Pipe, Stainless Steel	1	30.0%		
7.8	Clamps, Repair, Stainless Steel with Stainless steel bolts	1	30.0%		
7.9	Clamps, Repair, Stainless Steel with cast lugs	1	30.0%		
7.10	Connectors, Hose	1	30.0%		
7.11	Corporation Stops	1	30.0%		
7.12	Couplings, Brass	1	60.0%		
7.13	Couplings, Compression	1	30.0%		
7.14	Couplings, Meter	1	30.0%		
7.15	Couplings, Pack Joint	1	30.0%		
7.16	Couplings, Quick Connect	1	30.0%		
7.17	Couplings, Straight	1	60.0%		
7.18	Curb Stops	1	30.0%		
7.19	Elbows	1	60.0%		

7.20	Flanges, Bronze, Meter	1	30.0%		
7.21	Flanges, Oval Brass	1	30.0%		
7.22	Hose Bibs	1	60.0%		
7.23	Idler Pipes	1	30.0%		
7.24	Insert Stiffeners	1	30.0%		
7.25	Meter Stops	1	30.0%		
7.26	Nipples, Brass	1	60.0%		
7.27	Pieces, Branch	1	30.0%		
7.28	Plugs, Standard Brass	1	60.0%		
7.29	Poly-Adapters x Compression Brass	1	30.0%		
7.30	Reducer Bushings	1	60.0%		
7.31	Meter Resetters	1	30.0%		
7.32	Service Saddles	1	30.0%		
7.33	Tees	1	60.0%		
7.34	Tubing, Poly	1	No Bid		
7.35	Tubing, Copper	1	No Bid		
7.36	U-Branches	1	30.0%		
7.37	Valve Assemblies, Key Branch	1	30.0%		
7.38	Valves, Angle Meter	1	30.0%		
7.39	Valves, Ball Meter	1	30.0%		
7.40	Valves, Check	1	30.0%		
7.41	Valves, Gate	1	60.0%		
7.42	Washers, Rubber	1	30.0%		
7.43	Yokes	1	30.0%		
7.44	Megalugs	1	No Bid		
7.45	Grip Rings 4"-12"	1	No Bid		
7.46	Ductile Pipe 4” – 64”	1	No Bid		
7.47	Ductile Iron Fittings	1	No Bid		
7.48	Ductile Iron Caps	1	No Bid		
7.49	Ductile Iron Plugs	1	No Bid		
7.50	Backflow Preventers and Pressure Valves	1	30.0%		
7.51	Lead Free Brass Caps	1	60.0%		
7.52	Fire Hydrants	1	No Bid		
7.53	Fire Hydrants Accessories	1	No Bid		
7.54	Water Meter - Various Sizes	1	No Bid		
7.55	Water Meter Boxes - Various Sizes	1	30.0%		
7.56	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	30.0%		

7.57	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	No Bid		
7.58	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	No Bid		
8	**Manufacturer 7 - Buy Wholesale Company**		No Bid	$0.00	No Bid
8.1	Adapters Stainless	1		No Bid	
8.2	Adapters, Meter	1		No Bid	
8.3	Meter Boxes, Series A	1		No Bid	
8.4	Meter Boxes,Series C	1		No Bid	
8.5	Meter Boxes Series F	1		No Bid	
8.6	Meter Boxes, Series J	1		No Bid	
8.7	Clamps, Pipe, Stainless Steel	1		No Bid	
8.8	Clamps, Repair, Stainless Steel with Stainless steel bolts	1		No Bid	
8.9	Clamps, Repair, Stainless Steel with cast lugs	1		No Bid	
8.10	Connectors, Hose	1		No Bid	
8.11	Corporation Stops	1		No Bid	
8.12	Couplings, Brass	1		No Bid	
8.13	Couplings, Compression	1		No Bid	
8.14	Couplings, Meter	1		No Bid	
8.15	Couplings, Pack Joint	1		No Bid	
8.16	Couplings, Quick Connect	1		No Bid	
8.17	Couplings, Straight	1		No Bid	
8.18	Curb Stops	1		No Bid	
8.19	Elbows	1		No Bid	
8.20	Flanges, Bronze, Meter	1		0.0%	
8.21	Flanges, Oval Brass	1		0.0%	
8.22	Hose Bibs	1		No Bid	
8.23	Idler Pipes	1		No Bid	
8.24	Insert Stiffeners	1		0.0%	
8.25	Meter Stops	1		No Bid	
8.26	Nipples, Brass	1		No Bid	
8.27	Pieces, Branch	1		No Bid	
8.28	Plugs, Standard Brass	1		No Bid	
8.29	Poly-Adapters x Compression Brass	1		No Bid	

8.30	Reducer Bushings	1		No Bid		
8.31	Meter Resetters	1		No Bid		
8.32	Service Saddles	1		No Bid		
8.33	Tees	1		No Bid		
8.34	Tubing, Poly	1		No Bid		
8.35	Tubing, Copper	1		No Bid		
8.36	U-Branches	1		No Bid		
8.37	Valve Assemblies, Key Branch	1		No Bid		
8.38	Valves, Angle Meter	1		No Bid		
8.39	Valves, Ball Meter	1		No Bid		
8.40	Valves, Check	1		No Bid		
8.41	Valves, Gate	1		No Bid		
8.42	Washers, Rubber	1			0.0%	
8.43	Yokes	1		No Bid		
8.44	Megalugs	1		No Bid		
8.45	Grip Rings 4"-12"	1		No Bid		
8.46	Ductile Pipe 4” – 64”	1		No Bid		
8.47	Ductile Iron Fittings	1		No Bid		
8.48	Ductile Iron Caps	1		No Bid		
8.49	Ductile Iron Plugs	1		No Bid		
8.50	Backflow Preventers and Pressure Valves	1		No Bid		
8.51	Lead Free Brass Caps	1		No Bid		
8.52	Fire Hydrants	1		No Bid		
8.53	Water Meters - Various Sizes	1		No Bid		
8.54	Water Meter Boxes - Various Sizes	1		No Bid		
8.55	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1		No Bid		
8.56	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1		No Bid		
8.57	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1		No Bid		
9	**Manufacturer 8 - BMI**		**$0.00**		**$0.00**	**No Bid**
9.1	Adapters Stainless	1	No Bid	No Bid		
9.2	Adapters, Meter	1	No Bid	No Bid		
9.3	Meter Boxes, Series A	1	No Bid	No Bid		
9.4	Meter Boxes,Series C	1	No Bid	No Bid		

9.5	Meter Boxes Series F	1	No Bid	No Bid	
9.6	Meter Boxes, Series J	1	No Bid	No Bid	
9.7	Clamps, Pipe, Stainless Steel	1	No Bid	No Bid	
9.8	Clamps, Repair, Stainless Steel with Stainless steel bolts	1	No Bid	No Bid	
9.9	Clamps, Repair, Stainless Steel with cast lugs	1	No Bid	No Bid	
9.10	Connectors, Hose	1	70.0%	No Bid	
9.11	Corporation Stops	1	No Bid	No Bid	
9.12	Couplings, Brass	1	70.0%		75.0%
9.13	Couplings, Compression	1	No Bid	No Bid	
9.14	Couplings, Meter	1	No Bid	No Bid	
9.15	Couplings, Pack Joint	1	No Bid	No Bid	
9.16	Couplings, Quick Connect	1	70.0%	No Bid	
9.17	Couplings, Straight	1	70.0%	No Bid	
9.18	Curb Stops	1	No Bid	No Bid	
9.19	Elbows	1	70.0%		75.0%
9.20	Flanges, Bronze, Meter	1	No Bid	No Bid	
9.21	Flanges, Oval Brass	1	No Bid	No Bid	
9.22	Hose Bibs	1	70.0%	No Bid	
9.23	Idler Pipes	1	No Bid	No Bid	
9.24	Insert Stiffeners	1	No Bid	No Bid	
9.25	Meter Stops	1	No Bid	No Bid	
9.26	Nipples, Brass	1	80.0%		50.0%
9.27	Pieces, Branch	1	No Bid	No Bid	
9.28	Plugs, Standard Brass	1	70.0%		75.0%
9.29	Poly-Adapters x Compression Brass	1	No Bid	No Bid	
9.30	Reducer Bushings	1	70.0%		75.0%
9.31	Meter Resetters	1	No Bid	No Bid	
9.32	Service Saddles	1	No Bid	No Bid	
9.33	Tees	1	70.0%		75.0%
9.34	Tubing, Poly	1	No Bid	No Bid	
9.35	Tubing, Copper	1	No Bid	No Bid	
9.36	U-Branches	1	No Bid	No Bid	
9.37	Valve Assemblies, Key Branch	1	No Bid	No Bid	
9.38	Valves, Angle Meter	1	No Bid	No Bid	
9.39	Valves, Ball Meter	1	No Bid	No Bid	
9.40	Valves, Check	1	50.0%	No Bid	
9.41	Valves, Gate	1	50.0%	No Bid	

9.42	Washers, Rubber	1	No Bid	No Bid	
9.43	Yokes	1	No Bid	No Bid	
9.44	Megalugs	1	No Bid	No Bid	
9.45	Grip Rings 4"-12"	1	No Bid	No Bid	
9.46	Ductile Pipe 4” – 64”	1	No Bid	No Bid	
9.47	Ductile Iron Fittings	1	No Bid	No Bid	
9.48	Ductile Iron Caps	1	No Bid	No Bid	
9.49	Ductile Iron Plugs	1	No Bid	No Bid	
9.50	Backflow Preventers and Pressure Valves	1	No Bid	No Bid	
9.51	Lead Free Brass Caps	1	70.0%	No Bid	
9.52	Fire Hydrants	1	No Bid	No Bid	
9.53	Fire Hydrants Accessories	1	No Bid	No Bid	
9.54	Water Meters - Various Sizes	1	No Bid	No Bid	
9.55	Water Meter Boxes - Various Sizes	1	No Bid	No Bid	
9.56	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	50.0%	38.0%	
9.57	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	No Bid	38.0%	
9.58	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	No Bid	No Bid	
10	**Manufacturer 9 - Brooks**		**$0.00**	**No Bid**	**No Bid**
10.1	Adapters Stainless	1	No Bid		
10.2	Adapters, Meter	1	No Bid		
10.3	Meter Boxes, Series A	1	10.0%		
10.4	Meter Boxes,Series C	1	10.0%		
10.5	Meter Boxes Series F	1	10.0%		
10.6	Meter Boxes, Series J	1	10.0%		
10.7	Clamps, Pipe, Stainless Steel	1	No Bid		
10.8	Clamps, Repair, Stainless Steel with Stainless steel bolts	1	No Bid		
10.9	Clamps, Repair, Stainless Steel with cast lugs	1	No Bid		
10.10	Connectors, Hose	1	No Bid		
10.11	Corporation Stops	1	No Bid		
10.12	Couplings, Brass	1	No Bid		
10.13	Couplings, Compression	1	No Bid		

10.14	Couplings, Meter	1	No Bid		
10.15	Couplings, Pack Joint	1	No Bid		
10.16	Couplings, Quick Connect	1	No Bid		
10.17	Couplings, Straight	1	No Bid		
10.18	Curb Stops	1	No Bid		
10.19	Elbows	1	No Bid		
10.20	Flanges, Bronze, Meter	1	No Bid		
10.21	Flanges, Oval Brass	1	No Bid		
10.22	Hose Bibs	1	No Bid		
10.23	Idler Pipes	1	No Bid		
10.24	Insert Stiffeners	1	No Bid		
10.25	Meter Stops	1	No Bid		
10.26	Nipples, Brass	1	No Bid		
10.27	Pieces, Branch	1	No Bid		
10.28	Plugs, Standard Brass	1	No Bid		
10.29	Poly-Adapters x Compression Brass	1	No Bid		
10.30	Reducer Bushings	1	No Bid		
10.31	Meter Resetters	1	No Bid		
10.32	Service Saddles	1	No Bid		
10.33	Tees	1	No Bid		
10.34	Tubing, Poly	1	No Bid		
10.35	Tubing, Copper	1	No Bid		
10.36	U-Branches	1	No Bid		
10.37	Valve Assemblies, Key Branch	1	No Bid		
10.38	Valves, Angle Meter	1	No Bid		
10.39	Valves, Ball Meter	1	No Bid		
10.40	Valves, Check	1	No Bid		
10.41	Valves, Gate	1	No Bid		
10.42	Washers, Rubber	1	No Bid		
10.43	Yokes	1	No Bid		
10.44	Megalugs	1	No Bid		
10.45	Grip Rings 4"-12"	1	No Bid		
10.46	Ductile Pipe 4” – 64”	1	No Bid		
10.47	Ductile Iron Fittings	1	No Bid		
10.48	Ductile Iron Caps	1	No Bid		
10.49	Ductile Iron Plugs	1	No Bid		
10.50	Backflow Preventers and Pressure Valves	1	No Bid		
10.51	Lead Free Brass Caps	1	No Bid		
10.52	Fire Hydrants	1	No Bid		

10.53	Fire Hydrants Accessories	1	No Bid		
10.54	Water Meters - Various Sizes	1	No Bid		
10.55	Water Meter Boxes - Various Sizes	1	10.0%		
10.56	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	10.0%		
10.57	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	10.0%		
10.58	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	30.0%		
11	**Manufacturer 10 - Cambridge Brass**		**No Bid**	**No Bid**	**No Bid**
11.1	Adapters Stainless	1			
11.2	Adapters, Meter	1			
11.3	Meter Boxes, Series A	1			
11.4	Meter Boxes,Series C	1			
11.5	Meter Boxes Series F	1			
11.6	Meter Boxes, Series J	1			
11.7	Clamps, Pipe, Stainless Steel	1			
11.8	Clamps, Repair, Stainless Steel with Stainless steel bolts	1			
11.9	Clamps, Repair, Stainless Steel with cast lugs	1			
11.10	Connectors, Hose	1			
11.11	Corporation Stops	1			
11.12	Couplings, Brass	1			
11.13	Couplings, Compression	1			
11.14	Couplings, Meter	1			
11.15	Couplings, Pack Joint	1			
11.16	Couplings, Quick Connect	1			
11.17	Couplings, Straight	1			
11.18	Curb Stops	1			
11.19	Elbows	1			
11.20	Flanges, Bronze, Meter	1			
11.21	Flanges, Oval Brass	1			
11.22	Hose Bibs	1			
11.23	Idler Pipes	1			
11.24	Insert Stiffeners	1			

11.25	Meter Stops	1			
11.26	Nipples, Brass	1			
11.27	Pieces, Branch	1			
11.28	Plugs, Standard Brass	1			
11.29	Poly-Adapters x Compression Brass	1			
11.30	Reducer Bushings	1			
11.31	Meter Resetters	1			
11.32	Service Saddles	1			
11.33	Tees	1			
11.34	Tubing, Poly	1			
11.35	Tubing, Copper	1			
11.36	U-Branches	1			
11.37	Valve Assemblies, Key Branch	1			
11.38	Valves, Angle Meter	1			
11.39	Valves, Ball Meter	1			
11.40	Valves, Check	1			
11.41	Valves, Gate	1			
11.42	Washers, Rubber	1			
11.43	Yokes	1			
11.44	Megalugs	1			
11.45	Grip Rings 4"-12"	1			
11.46	Ductile Pipe 4” – 64”	1			
11.47	Ductile Iron Fittings	1			
11.48	Ductile Iron Caps	1			
11.49	Ductile Iron Plugs	1			
11.50	Backflow Preventers and Pressure Valves	1			
11.51	Lead Free Brass Caps	1			
11.52	Fire Hydrants	1			
11.53	Fire Hydrants Accessories	1			
11.54	Water Meters - Various Sizes	1			
11.55	Water Meter Boxes - Various Sizes	1			
11.56	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1			
11.57	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1			

11.58	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1			
12	**Manufacturer 11 - Carson Brooks Industries, Inc.**		**$0.00**	**$0.00**	**$0.00**
12.1	Adapters Stainless	1	No Bid	No Bid	No Bid
12.2	Adapters, Meter	1	No Bid	No Bid	No Bid
12.3	Meter Boxes, Series A	1	10.0%	No Bid	No Bid
12.4	Meter Boxes,Series C	1	10.0%	No Bid	No Bid
12.5	Meter Boxes Series F	1	10.0%	No Bid	No Bid
12.6	Meter Boxes, Series J	1	10.0%	No Bid	No Bid
12.7	Clamps, Pipe, Stainless Steel	1	No Bid	No Bid	No Bid
12.8	Clamps, Repair, Stainless Steel with Stainless steel bolts	1	No Bid	No Bid	No Bid
12.9	Clamps, Repair, Stainless Steel with cast lugs	1	No Bid	No Bid	No Bid
12.10	Connectors, Hose	1	No Bid	No Bid	No Bid
12.11	Corporation Stops	1	No Bid	No Bid	No Bid
12.12	Couplings, Brass	1	No Bid	No Bid	No Bid
12.13	Couplings, Compression	1	No Bid	No Bid	No Bid
12.14	Couplings, Meter	1	No Bid	No Bid	No Bid
12.15	Couplings, Pack Joint	1	No Bid	No Bid	No Bid
12.16	Couplings, Quick Connect	1	No Bid	No Bid	No Bid
12.17	Couplings, Straight	1	No Bid	No Bid	No Bid
12.18	Curb Stops	1	No Bid	No Bid	No Bid
12.19	Elbows	1	No Bid	No Bid	No Bid
12.20	Flanges, Bronze, Meter	1	No Bid	No Bid	No Bid
12.21	Flanges, Oval Brass	1	No Bid	No Bid	No Bid
12.22	Hose Bibs	1	No Bid	No Bid	No Bid
12.23	Idler Pipes	1	No Bid	No Bid	No Bid
12.24	Insert Stiffeners	1	No Bid	No Bid	No Bid
12.25	Meter Stops	1	No Bid	No Bid	No Bid
12.26	Nipples, Brass	1	No Bid	No Bid	No Bid
12.27	Pieces, Branch	1	No Bid	No Bid	No Bid
12.28	Plugs, Standard Brass	1	No Bid	No Bid	No Bid
12.29	Poly-Adapters x Compression Brass	1	No Bid	No Bid	No Bid
12.30	Reducer Bushings	1	No Bid	No Bid	No Bid
12.31	Meter Resetters	1	No Bid	No Bid	No Bid
12.32	Service Saddles	1	No Bid	No Bid	No Bid

12.33	Tees	1	No Bid	No Bid	No Bid
12.34	Tubing, Poly	1	No Bid	No Bid	No Bid
12.35	Tubing, Copper	1	No Bid	No Bid	No Bid
12.36	U-Branches	1	No Bid	No Bid	No Bid
12.37	Valve Assemblies, Key Branch	1	No Bid	No Bid	No Bid
12.38	Valves, Angle Meter	1	No Bid	No Bid	No Bid
12.39	Valves, Ball Meter	1	No Bid	No Bid	No Bid
12.40	Valves, Check	1	No Bid	No Bid	No Bid
12.41	Valves, Gate	1	No Bid	No Bid	No Bid
12.42	Washers, Rubber	1	No Bid	No Bid	No Bid
12.43	Yokes	1	No Bid	No Bid	No Bid
12.44	Megalugs	1	No Bid	No Bid	No Bid
12.45	Grip Rings 4"-12"	1	No Bid	No Bid	No Bid
12.46	Ductile Pipe 4” – 64”	1	No Bid	No Bid	No Bid
12.47	Ductile Iron Fittings	1	No Bid	No Bid	No Bid
12.48	Ductile Iron Caps	1	No Bid	No Bid	No Bid
12.49	Ductile Iron Plugs	1	No Bid	No Bid	No Bid
12.50	Backflow Preventers and Pressure Valves	1	No Bid	No Bid	No Bid
12.51	Lead Free Brass Caps	1	No Bid	No Bid	No Bid
12.52	Fire Hydrants	1	No Bid	No Bid	No Bid
12.53	Fire Hydrants Accessories	1	No Bid	No Bid	No Bid
12.54	Water Meters - Various Sizes		No Bid	No Bid	No Bid
12.55	Water Meter Boxes - Various Sizes	1	10.0%	13.0%	14.0%
12.56	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	No Bid	No Bid	5.0%
12.57	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	No Bid	No Bid	No Bid
12.58	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	No Bid	No Bid	No Bid
13	**Manufacturer 12 - CDR Systems, Inc.**		**$0.00**	**$0.00**	**$0.00**
13.1	Adapters Stainless	1	No Bid	No Bid	No Bid
13.2	Adapters, Meter	1	No Bid	No Bid	No Bid
13.3	Meter Boxes, Series A	1	40.0%	No Bid	No Bid
13.4	Meter Boxes,Series C	1	40.0%	No Bid	No Bid
13.5	Meter Boxes Series F	1	40.0%	No Bid	No Bid
13.6	Meter Boxes, Series J	1	40.0%	No Bid	No Bid

13.7	Clamps, Pipe, Stainless Steel	1	No Bid	No Bid	No Bid
13.8	Clamps, Repair, Stainless Steel with Stainless steel bolts	1	No Bid	No Bid	No Bid
13.9	Clamps, Repair, Stainless Steel with cast lugs	1	No Bid	No Bid	No Bid
13.10	Connectors, Hose	1	No Bid	No Bid	No Bid
13.11	Corporation Stops	1	No Bid	No Bid	No Bid
13.12	Couplings, Brass	1	No Bid	No Bid	No Bid
13.13	Couplings, Compression	1	No Bid	No Bid	No Bid
13.14	Couplings, Meter	1	No Bid	No Bid	No Bid
13.15	Couplings, Pack Joint	1	No Bid	No Bid	No Bid
13.16	Couplings, Quick Connect	1	No Bid	No Bid	No Bid
13.17	Couplings, Straight	1	No Bid	No Bid	No Bid
13.18	Curb Stops	1	No Bid	No Bid	No Bid
13.19	Elbows	1	No Bid	No Bid	No Bid
13.20	Flanges, Bronze, Meter	1	No Bid	No Bid	No Bid
13.21	Flanges, Oval Brass	1	No Bid	No Bid	No Bid
13.22	Hose Bibs	1	No Bid	No Bid	No Bid
13.23	Idler Pipes	1	No Bid	No Bid	No Bid
13.24	Insert Stiffeners	1	No Bid	No Bid	No Bid
13.25	Meter Stops	1	No Bid	No Bid	No Bid
13.26	Nipples, Brass	1	No Bid	No Bid	No Bid
13.27	Pieces, Branch	1	No Bid	No Bid	No Bid
13.28	Plugs, Standard Brass	1	No Bid	No Bid	No Bid
13.29	Poly-Adapters x Compression Brass	1	No Bid	No Bid	No Bid
13.30	Reducer Bushings	1	No Bid	No Bid	No Bid
13.31	Meter Resetters	1	No Bid	No Bid	No Bid
13.32	Service Saddles	1	No Bid	No Bid	No Bid
13.33	Tees	1	No Bid	No Bid	No Bid
13.34	Tubing, Poly	1	No Bid	No Bid	No Bid
13.35	Tubing, Copper	1	No Bid	No Bid	No Bid
13.36	U-Branches	1	No Bid	No Bid	No Bid
13.37	Valve Assemblies, Key Branch	1	No Bid	No Bid	No Bid
13.38	Valves, Angle Meter	1	No Bid	No Bid	No Bid
13.39	Valves, Ball Meter	1	No Bid	No Bid	No Bid
13.40	Valves, Check	1	No Bid	No Bid	No Bid
13.41	Valves, Gate	1	No Bid	No Bid	No Bid
13.42	Washers, Rubber	1	No Bid	No Bid	No Bid
13.43	Yokes	1	No Bid	No Bid	No Bid

13.44	Megalugs	1	No Bid	No Bid	No Bid
13.45	Grip Rings 4"-12"	1	No Bid	No Bid	No Bid
13.46	Ductile Pipe 4” – 64”	1	No Bid	No Bid	No Bid
13.47	Ductile Iron Fittings	1	No Bid	No Bid	No Bid
13.48	Ductile Iron Caps	1	No Bid	No Bid	No Bid
13.49	Ductile Iron Plugs	1	No Bid	No Bid	No Bid
13.50	Backflow Preventers and Pressure Valves	1	No Bid	No Bid	No Bid
13.51	Lead Free Brass Caps	1	No Bid	No Bid	No Bid
13.52	Fire Hydrants	1	No Bid	No Bid	No Bid
13.53	Fire Hydrants Accessories	1	No Bid	No Bid	No Bid
13.54	Water Meters - Various Sizes		No Bid	No Bid	No Bid
13.55	Water Meter Boxes - Various Sizes	1	40.0%	44.0%	48.0%
13.56	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	30.0%	No Bid	No Bid
13.57	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	No Bid	No Bid	No Bid
13.58	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	No Bid	No Bid	No Bid
14	**Manufacturer 13 - Charter Plastics**		**No Bid**	**$0.00**	**No Bid**
14.1	Adapters Stainless	1		No Bid	
14.2	Adapters, Meter	1		No Bid	
14.3	Meter Boxes, Series A	1		No Bid	
14.4	Meter Boxes,Series C	1		No Bid	
14.5	Meter Boxes Series F	1		No Bid	
14.6	Meter Boxes, Series J	1		No Bid	
14.7	Clamps, Pipe, Stainless Steel	1		No Bid	
14.8	Clamps, Repair, Stainless Steel with Stainless steel bolts	1		No Bid	
14.9	Clamps, Repair, Stainless Steel with cast lugs	1		No Bid	
14.10	Connectors, Hose	1		No Bid	
14.11	Corporation Stops	1		No Bid	
14.12	Couplings, Brass	1		No Bid	
14.13	Couplings, Compression	1		No Bid	
14.14	Couplings, Meter	1		No Bid	
14.15	Couplings, Pack Joint	1		No Bid	

14.16	Couplings, Quick Connect	1		No Bid	
14.17	Couplings, Straight	1		No Bid	
14.18	Curb Stops	1		No Bid	
14.19	Elbows	1		No Bid	
14.20	Flanges, Bronze, Meter	1		No Bid	
14.21	Flanges, Oval Brass	1		No Bid	
14.22	Hose Bibs	1		No Bid	
14.23	Idler Pipes	1		No Bid	
14.24	Insert Stiffeners	1		No Bid	
14.25	Meter Stops	1		No Bid	
14.26	Nipples, Brass	1		No Bid	
14.27	Pieces, Branch	1		No Bid	
14.28	Plugs, Standard Brass	1		No Bid	
14.29	Poly-Adapters x Compression Brass	1		No Bid	
14.30	Reducer Bushings	1		No Bid	
14.31	Meter Resetters	1		No Bid	
14.32	Service Saddles	1		No Bid	
14.33	Tees	1		No Bid	
14.34	Tubing, Poly	1		0.0%	
14.35	Tubing, Copper	1		No Bid	
14.36	U-Branches	1		No Bid	
14.37	Valve Assemblies, Key Branch	1		No Bid	
14.38	Valves, Angle Meter	1		No Bid	
14.39	Valves, Ball Meter	1		No Bid	
14.40	Valves, Check	1		No Bid	
14.41	Valves, Gate	1		No Bid	
14.42	Washers, Rubber	1		No Bid	
14.43	Yokes	1		No Bid	
14.44	Megalugs	1		No Bid	
14.45	Grip Rings 4"-12"	1		No Bid	
14.46	Ductile Pipe 4” – 64”	1		No Bid	
14.47	Ductile Iron Fittings	1		No Bid	
14.48	Ductile Iron Caps	1		No Bid	
14.49	Ductile Iron Plugs	1		No Bid	
14.50	Backflow Preventers and Pressure Valves	1		No Bid	
14.51	Lead Free Brass Caps	1		No Bid	
14.52	Fire Hydrants	1		No Bid	
14.53	Fire Hydrants Accessories	1		No Bid	
14.54	Water Meters - Various Sizes			No Bid	

14.55	Water Meter Boxes - Various Sizes	1		No Bid	
14.56	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1		No Bid	
14.57	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1		No Bid	
14.58	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1		No Bid	
15	**Manufacturer 14 - Clow**		**No Bid**	**$0.00**	**$0.00**
15.1	Adapters Stainless	1		No Bid	No Bid
15.2	Adapters, Meter	1		No Bid	No Bid
15.3	Meter Boxes, Series A	1		No Bid	No Bid
15.4	Meter Boxes,Series C	1		No Bid	No Bid
15.5	Meter Boxes Series F	1		No Bid	No Bid
15.6	Meter Boxes, Series J	1		No Bid	No Bid
15.7	Clamps, Pipe, Stainless Steel	1		No Bid	No Bid
15.8	Clamps, Repair, Stainless Steel with Stainless steel bolts	1		No Bid	No Bid
15.9	Clamps, Repair, Stainless Steel with cast lugs	1		No Bid	No Bid
15.10	Connectors, Hose	1		No Bid	No Bid
15.11	Corporation Stops	1		No Bid	No Bid
15.12	Couplings, Brass	1		No Bid	No Bid
15.13	Couplings, Compression	1		No Bid	No Bid
15.14	Couplings, Meter	1		No Bid	No Bid
15.15	Couplings, Pack Joint	1		No Bid	No Bid
15.16	Couplings, Quick Connect	1		No Bid	No Bid
15.17	Couplings, Straight	1		No Bid	No Bid
15.18	Curb Stops	1		No Bid	No Bid
15.19	Elbows	1		No Bid	No Bid
15.20	Flanges, Bronze, Meter	1		No Bid	No Bid
15.21	Flanges, Oval Brass	1		No Bid	No Bid
15.22	Hose Bibs	1		No Bid	No Bid
15.23	Idler Pipes	1		No Bid	No Bid
15.24	Insert Stiffeners	1		No Bid	No Bid
15.25	Meter Stops	1		No Bid	No Bid
15.26	Nipples, Brass	1		No Bid	No Bid

15.27	Pieces, Branch	1		No Bid		No Bid	
15.28	Plugs, Standard Brass	1		No Bid		No Bid	
15.29	Poly-Adapters x Compression Brass	1		No Bid		No Bid	
15.30	Reducer Bushings	1		No Bid		No Bid	
15.31	Meter Resetters	1		No Bid		No Bid	
15.32	Service Saddles	1		No Bid		No Bid	
15.33	Tees	1		No Bid		No Bid	
15.34	Tubing, Poly	1		No Bid		No Bid	
15.35	Tubing, Copper	1		No Bid		No Bid	
15.36	U-Branches	1		No Bid		No Bid	
15.37	Valve Assemblies, Key Branch	1		No Bid		No Bid	
15.38	Valves, Angle Meter	1		No Bid		No Bid	
15.39	Valves, Ball Meter	1		No Bid		No Bid	
15.40	Valves, Check	1		No Bid			32.0%
15.41	Valves, Gate	1			35.0%		25.0%
15.42	Washers, Rubber	1		No Bid		No Bid	
15.43	Yokes	1		No Bid		No Bid	
15.44	Megalugs	1		No Bid		No Bid	
15.45	Grip Rings 4"-12"	1		No Bid		No Bid	
15.46	Ductile Pipe 4” – 64”	1		No Bid		No Bid	
15.47	Ductile Iron Fittings	1		No Bid		No Bid	
15.48	Ductile Iron Caps	1		No Bid		No Bid	
15.49	Ductile Iron Plugs	1		No Bid		No Bid	
15.50	Backflow Preventers and Pressure Valves	1		No Bid		No Bid	
15.51	Lead Free Brass Caps	1		No Bid		No Bid	
15.52	Fire Hydrants	1			26.0%		10.0%
15.53	Fire Hydrants Accessories	1		No Bid			1.0%
15.54	Water Meters - Various Sizes			No Bid		No Bid	
15.55	Water Meter Boxes - Various Sizes	1		No Bid		No Bid	
15.56	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1			0.0%	No Bid	
15.57	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1			0.0%	No Bid	
15.58	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1		No Bid		No Bid	
16	**Manufacturer 15 - CMC Howell Metal**		**No Bid**	**No Bid**		**No Bid**	

16.1	Adapters Stainless	1			
16.2	Adapters, Meter	1			
16.3	Meter Boxes, Series A	1			
16.4	Meter Boxes,Series C	1			
16.5	Meter Boxes Series F	1			
16.6	Meter Boxes, Series J	1			
16.7	Clamps, Pipe, Stainless Steel	1			
16.8	Clamps, Repair, Stainless Steel with Stainless steel bolts	1			
16.9	Clamps, Repair, Stainless Steel with cast lugs	1			
16.10	Connectors, Hose	1			
16.11	Corporation Stops	1			
16.12	Couplings, Brass	1			
16.13	Couplings, Compression	1			
16.14	Couplings, Meter	1			
16.15	Couplings, Pack Joint	1			
16.16	Couplings, Quick Connect	1			
16.17	Couplings, Straight	1			
16.18	Curb Stops	1			
16.19	Elbows	1			
16.20	Flanges, Bronze, Meter	1			
16.21	Flanges, Oval Brass	1			
16.22	Hose Bibs	1			
16.23	Idler Pipes	1			
16.24	Insert Stiffeners	1			
16.25	Meter Stops	1			
16.26	Nipples, Brass	1			
16.27	Pieces, Branch	1			
16.28	Plugs, Standard Brass	1			
16.29	Poly-Adapters x Compression Brass	1			
16.30	Reducer Bushings	1			
16.31	Meter Resetters	1			
16.32	Service Saddles	1			
16.33	Tees	1			
16.34	Tubing, Poly	1			
16.35	Tubing, Copper	1			
16.36	U-Branches	1			
16.37	Valve Assemblies, Key Branch	1			

16.38	Valves, Angle Meter	1			
16.39	Valves, Ball Meter	1			
16.40	Valves, Check	1			
16.41	Valves, Gate	1			
16.42	Washers, Rubber	1			
16.43	Yokes	1			
16.44	Megalugs	1			
16.45	Grip Rings 4"-12"	1			
16.46	Ductile Pipe 4” – 64”	1			
16.47	Ductile Iron Fittings	1			
16.48	Ductile Iron Caps	1			
16.49	Ductile Iron Plugs	1			
16.50	Backflow Preventers and Pressure Valves	1			
16.51	Lead Free Brass Caps	1			
16.52	Fire Hydrants	1			
16.53	Fire Hydrants Accessories	1			
16.54	Water Meters - Various Sizes				
16.55	Water Meter Boxes - Various Sizes	1			
16.56	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1			
16.57	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1			
16.58	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1			
17	**Manufacturer 17 - DFW Plastics, Inc.**		**$0.00**	**$0.00**	**$0.00**
17.1	Adapters Stainless	1	No Bid	No Bid	No Bid
17.2	Adapters, Meter	1	No Bid	No Bid	No Bid
17.3	Meter Boxes, Series A	1	No Bid	0.0%	55.0%
17.4	Meter Boxes,Series C	1	No Bid	0.0%	14.0%
17.5	Meter Boxes Series F	1	No Bid	No Bid	14.0%
17.6	Meter Boxes, Series J	1	No Bid	No Bid	No Bid
17.7	Clamps, Pipe, Stainless Steel	1	No Bid	No Bid	No Bid
17.8	Clamps, Repair, Stainless Steel with Stainless steel bolts	1	No Bid	No Bid	No Bid
17.9	Clamps, Repair, Stainless Steel with cast lugs	1	No Bid	No Bid	No Bid

17.10	Connectors, Hose	1	No Bid	No Bid	No Bid
17.11	Corporation Stops	1	No Bid	No Bid	No Bid
17.12	Couplings, Brass	1	No Bid	No Bid	No Bid
17.13	Couplings, Compression	1	No Bid	No Bid	No Bid
17.14	Couplings, Meter	1	No Bid	No Bid	No Bid
17.15	Couplings, Pack Joint	1	No Bid	No Bid	No Bid
17.16	Couplings, Quick Connect	1	No Bid	No Bid	No Bid
17.17	Couplings, Straight	1	No Bid	No Bid	No Bid
17.18	Curb Stops	1	No Bid	No Bid	No Bid
17.19	Elbows	1	No Bid	No Bid	No Bid
17.20	Flanges, Bronze, Meter	1	No Bid	No Bid	No Bid
17.21	Flanges, Oval Brass	1	No Bid	No Bid	No Bid
17.22	Hose Bibs	1	No Bid	No Bid	No Bid
17.23	Idler Pipes	1	No Bid	No Bid	No Bid
17.24	Insert Stiffeners	1	No Bid	No Bid	No Bid
17.25	Meter Stops	1	No Bid	No Bid	No Bid
17.26	Nipples, Brass	1	No Bid	No Bid	No Bid
17.27	Pieces, Branch	1	No Bid	No Bid	No Bid
17.28	Plugs, Standard Brass	1	No Bid	No Bid	No Bid
17.29	Poly-Adapters x Compression Brass	1	No Bid	No Bid	No Bid
17.30	Reducer Bushings	1	No Bid	No Bid	No Bid
17.31	Meter Resetters	1	No Bid	No Bid	No Bid
17.32	Service Saddles	1	No Bid	No Bid	No Bid
17.33	Tees	1	No Bid	No Bid	No Bid
17.34	Tubing, Poly	1	No Bid	No Bid	No Bid
17.35	Tubing, Copper	1	No Bid	No Bid	No Bid
17.36	U-Branches	1	No Bid	No Bid	No Bid
17.37	Valve Assemblies, Key Branch	1	No Bid	No Bid	No Bid
17.38	Valves, Angle Meter	1	No Bid	No Bid	No Bid
17.39	Valves, Ball Meter	1	No Bid	No Bid	No Bid
17.40	Valves, Check	1	No Bid	No Bid	No Bid
17.41	Valves, Gate	1	No Bid	No Bid	No Bid
17.42	Washers, Rubber	1	No Bid	No Bid	No Bid
17.43	Yokes	1	No Bid	No Bid	No Bid
17.44	Megalugs	1	No Bid	No Bid	No Bid
17.45	Grip Rings 4"-12"	1	No Bid	No Bid	No Bid
17.46	Ductile Pipe 4” – 64”	1	No Bid	No Bid	No Bid
17.47	Ductile Iron Fittings	1	No Bid	No Bid	No Bid
17.48	Ductile Iron Caps	1	No Bid	No Bid	No Bid

17.49	Ductile Iron Plugs	1	No Bid	No Bid	No Bid	
17.50	Backflow Preventers and Pressure Valves	1	No Bid	No Bid	No Bid	
17.51	Lead Free Brass Caps	1	No Bid	No Bid	No Bid	
17.52	Fire Hydrants	1	No Bid	No Bid	No Bid	
17.53	Fire Hydrants Accessories	1	No Bid	No Bid	No Bid	
17.54	Water Meters - Various Sizes		No Bid	No Bid	No Bid	
17.55	Water Meter Boxes - Various Sizes	1	15.0%	No Bid		10.0%
17.56	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	15.0%	No Bid	No Bid	
17.57	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1		No Bid	No Bid	
17.58	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1		No Bid	No Bid	
18	**Manufacturer 17 - Dresser Piping Specialties**		**$0.00**		**$0.00**	**No Bid**
18.1	Adapters Stainless	1	No Bid	No Bid		
18.2	Adapters, Meter	1	25.0%	No Bid		
18.3	Meter Boxes, Series A	1	No Bid	No Bid		
18.4	Meter Boxes,Series C	1	No Bid	No Bid		
18.5	Meter Boxes Series F	1	No Bid	No Bid		
18.6	Meter Boxes, Series J	1	No Bid	No Bid		
18.7	Clamps, Pipe, Stainless Steel	1	25.0%	No Bid		
18.8	Clamps, Repair, Stainless Steel with Stainless steel bolts	1	25.0%	No Bid		
18.9	Clamps, Repair, Stainless Steel with cast lugs	1	25.0%	No Bid		
18.10	Connectors, Hose	1	No Bid	No Bid		
18.11	Corporation Stops	1	No Bid	No Bid		
18.12	Couplings, Brass	1	No Bid	No Bid		
18.13	Couplings, Compression	1	25.0%		15.0%	
18.14	Couplings, Meter	1	25.0%	No Bid		
18.15	Couplings, Pack Joint	1	No Bid	No Bid		
18.16	Couplings, Quick Connect	1	25.0%	No Bid		
18.17	Couplings, Straight	1	25.0%	No Bid		
18.18	Curb Stops	1	No Bid	No Bid		
18.19	Elbows	1	25.0%	No Bid		

18.20	Flanges, Bronze, Meter	1	No Bid	No Bid	
18.21	Flanges, Oval Brass	1	No Bid	No Bid	
18.22	Hose Bibs	1	No Bid	No Bid	
18.23	Idler Pipes	1	No Bid	No Bid	
18.24	Insert Stiffeners	1	No Bid	No Bid	
18.25	Meter Stops	1	No Bid	No Bid	
18.26	Nipples, Brass	1	No Bid	No Bid	
18.27	Pieces, Branch	1	No Bid	No Bid	
18.28	Plugs, Standard Brass	1	No Bid	No Bid	
18.29	Poly-Adapters x Compression Brass	1	No Bid	No Bid	
18.30	Reducer Bushings	1	No Bid	No Bid	
18.31	Meter Resetters	1	No Bid	No Bid	
18.32	Service Saddles	1	25.0%	No Bid	
18.33	Tees	1	25.0%	No Bid	
18.34	Tubing, Poly	1	No Bid	No Bid	
18.35	Tubing, Copper	1	No Bid	No Bid	
18.36	U-Branches	1	No Bid	No Bid	
18.37	Valve Assemblies, Key Branch	1	No Bid	No Bid	
18.38	Valves, Angle Meter	1	No Bid	No Bid	
18.39	Valves, Ball Meter	1	No Bid	No Bid	
18.40	Valves, Check	1	No Bid	No Bid	
18.41	Valves, Gate	1	No Bid	No Bid	
18.42	Washers, Rubber	1	No Bid	No Bid	
18.43	Yokes	1	No Bid	No Bid	
18.44	Megalugs	1	No Bid	No Bid	
18.45	Grip Rings 4"-12"	1	No Bid	No Bid	
18.46	Ductile Pipe 4” – 64”	1	No Bid	No Bid	
18.47	Ductile Iron Fittings	1	No Bid	No Bid	
18.48	Ductile Iron Caps	1	No Bid	No Bid	
18.49	Ductile Iron Plugs	1	No Bid	No Bid	
18.50	Backflow Preventers and Pressure Valves	1	No Bid	No Bid	
18.51	Lead Free Brass Caps	1	No Bid	No Bid	
18.52	Fire Hydrants	1	No Bid	No Bid	
18.53	Fire Hydrants Accessories	1	No Bid	No Bid	
18.54	Water Meters - Various Sizes		No Bid	No Bid	
18.55	Water Meter Boxes - Various Sizes	1	No Bid	No Bid	
18.56	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	25.0%	No Bid	

18.57	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	No Bid	No Bid	
18.58	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	No Bid	No Bid	
19	**Manufacturer 18 - EBBA Iron Sales, Inc.**		**$0.00**	**$0.00**	**$0.00**
19.1	Adapters Stainless	1	No Bid	No Bid	No Bid
19.2	Adapters, Meter	1	No Bid	No Bid	No Bid
19.3	Meter Boxes, Series A	1	No Bid	No Bid	No Bid
19.4	Meter Boxes,Series C	1	No Bid	No Bid	No Bid
19.5	Meter Boxes Series F	1	No Bid	No Bid	No Bid
19.6	Meter Boxes, Series J	1	No Bid	No Bid	No Bid
19.7	Clamps, Pipe, Stainless Steel	1	30.0%	No Bid	No Bid
19.8	Clamps, Repair, Stainless Steel with Stainless steel bolts	1	No Bid	No Bid	No Bid
19.9	Clamps, Repair, Stainless Steel with cast lugs	1	No Bid	No Bid	No Bid
19.10	Connectors, Hose	1	No Bid	No Bid	No Bid
19.11	Corporation Stops	1	No Bid	No Bid	No Bid
19.12	Couplings, Brass	1	No Bid	No Bid	No Bid
19.13	Couplings, Compression	1	25.0%	No Bid	No Bid
19.14	Couplings, Meter	1	No Bid	No Bid	No Bid
19.15	Couplings, Pack Joint	1	No Bid	No Bid	No Bid
19.16	Couplings, Quick Connect	1	No Bid	No Bid	No Bid
19.17	Couplings, Straight	1	No Bid	No Bid	No Bid
19.18	Curb Stops	1	No Bid	No Bid	No Bid
19.19	Elbows	1	No Bid	No Bid	No Bid
19.20	Flanges, Bronze, Meter	1	No Bid	No Bid	No Bid
19.21	Flanges, Oval Brass	1	No Bid	No Bid	No Bid
19.22	Hose Bibs	1	No Bid	No Bid	No Bid
19.23	Idler Pipes	1	No Bid	No Bid	No Bid
19.24	Insert Stiffeners	1	25.0%	No Bid	No Bid
19.25	Meter Stops	1	No Bid	No Bid	No Bid
19.26	Nipples, Brass	1	No Bid	No Bid	No Bid
19.27	Pieces, Branch	1	No Bid	No Bid	No Bid
19.28	Plugs, Standard Brass	1	No Bid	No Bid	No Bid
19.29	Poly-Adapters x Compression Brass	1	No Bid	No Bid	No Bid
19.30	Reducer Bushings	1	No Bid	No Bid	No Bid

19.31	Meter Resetters	1	No Bid	No Bid	No Bid
19.32	Service Saddles	1	No Bid	No Bid	No Bid
19.33	Tees	1	No Bid	No Bid	No Bid
19.34	Tubing, Poly	1	No Bid	No Bid	No Bid
19.35	Tubing, Copper	1	No Bid	No Bid	No Bid
19.36	U-Branches	1	No Bid	No Bid	No Bid
19.37	Valve Assemblies, Key Branch	1	No Bid	No Bid	No Bid
19.38	Valves, Angle Meter	1	No Bid	No Bid	No Bid
19.39	Valves, Ball Meter	1	No Bid	No Bid	No Bid
19.40	Valves, Check	1	No Bid	No Bid	No Bid
19.41	Valves, Gate	1	No Bid	No Bid	No Bid
19.42	Washers, Rubber	1	25.0%	No Bid	No Bid
19.43	Yokes	1	No Bid	No Bid	No Bid
19.44	Megalugs	1	30.0%	38.0%	40.0%
19.45	Grip Rings 4"-12"	1	30.0%	No Bid	No Bid
19.46	Ductile Pipe 4” – 64”	1	No Bid	No Bid	No Bid
19.47	Ductile Iron Fittings	1	No Bid	No Bid	No Bid
19.48	Ductile Iron Caps	1	No Bid	No Bid	No Bid
19.49	Ductile Iron Plugs	1	No Bid	No Bid	No Bid
19.50	Backflow Preventers and Pressure Valves	1	No Bid	No Bid	No Bid
19.51	Lead Free Brass Caps	1	No Bid	No Bid	No Bid
19.52	Fire Hydrants	1	No Bid	No Bid	No Bid
19.53	Fire Hydrants Accessories	1	No Bid	No Bid	No Bid
19.54	Water Meters - Various Sizes		No Bid	No Bid	No Bid
19.55	Water Meter Boxes - Various Sizes	1	No Bid	No Bid	No Bid
19.56	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	25.0%	No Bid	20.0%
19.57	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1		No Bid	40.0%
19.58	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1		No Bid	40.0%
20	**Manufacturer 19 - EBBA Iron Sales, Inc.**		**No Bid**	**$0.00**	**No Bid**
20.1	Adapters Stainless	1		No Bid	
20.2	Adapters, Meter	1		No Bid	
20.3	Meter Boxes, Series A	1		No Bid	
20.4	Meter Boxes,Series C	1		No Bid	

20.5	Meter Boxes Series F	1		No Bid	
20.6	Meter Boxes, Series J	1		No Bid	
20.7	Clamps, Pipe, Stainless Steel	1		No Bid	
20.8	Clamps, Repair, Stainless Steel with Stainless steel bolts	1		No Bid	
20.9	Clamps, Repair, Stainless Steel with cast lugs	1		No Bid	
20.10	Connectors, Hose	1		No Bid	
20.11	Corporation Stops	1		No Bid	
20.12	Couplings, Brass	1		No Bid	
20.13	Couplings, Compression	1		No Bid	
20.14	Couplings, Meter	1		No Bid	
20.15	Couplings, Pack Joint	1		No Bid	
20.16	Couplings, Quick Connect	1		No Bid	
20.17	Couplings, Straight	1		No Bid	
20.18	Curb Stops	1		No Bid	
20.19	Elbows	1		No Bid	
20.20	Flanges, Bronze, Meter	1		No Bid	
20.21	Flanges, Oval Brass	1		No Bid	
20.22	Hose Bibs	1		No Bid	
20.23	Idler Pipes	1		No Bid	
20.24	Insert Stiffeners	1		No Bid	
20.25	Meter Stops	1		No Bid	
20.26	Nipples, Brass	1		No Bid	
20.27	Pieces, Branch	1		No Bid	
20.28	Plugs, Standard Brass	1		No Bid	
20.29	Poly-Adapters x Compression Brass	1		No Bid	
20.30	Reducer Bushings	1		No Bid	
20.31	Meter Resetters	1		No Bid	
20.32	Service Saddles	1		No Bid	
20.33	Tees	1		No Bid	
20.34	Tubing, Poly	1		No Bid	
20.35	Tubing, Copper	1		No Bid	
20.36	U-Branches	1		No Bid	
20.37	Valve Assemblies, Key Branch	1		No Bid	
20.38	Valves, Angle Meter	1		No Bid	
20.39	Valves, Ball Meter	1		No Bid	
20.40	Valves, Check	1		No Bid	
20.41	Valves, Gate	1		No Bid	

20.42	Washers, Rubber	1		No Bid	
20.43	Yokes	1		No Bid	
20.44	Megalugs	1		No Bid	
20.45	Grip Rings 4"-12"	1		No Bid	
20.46	Ductile Pipe 4” – 64”	1		No Bid	
20.47	Ductile Iron Fittings	1		No Bid	
20.48	Ductile Iron Caps	1		No Bid	
20.49	Ductile Iron Plugs	1		No Bid	
20.50	Backflow Preventers and Pressure Valves	1		No Bid	
20.51	Lead Free Brass Caps	1		No Bid	
20.52	Fire Hydrants	1		No Bid	
20.53	Fire Hydrants Accessories	1		No Bid	
20.54	Water Meters - Various Sizes			No Bid	
20.55	Water Meter Boxes - Various Sizes	1		No Bid	
20.56	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1		38.0%	
20.57	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1		No Bid	
20.58	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1		No Bid	
21	**Manufacturer 20 - Endot Industries, Inc.**		**$0.00**	**$0.00**	**$0.00**
21.1	Adapters Stainless	1	No Bid	No Bid	No Bid
21.2	Adapters, Meter	1	No Bid	No Bid	No Bid
21.3	Meter Boxes, Series A	1	No Bid	No Bid	No Bid
21.4	Meter Boxes,Series C	1	No Bid	No Bid	No Bid
21.5	Meter Boxes Series F	1	No Bid	No Bid	No Bid
21.6	Meter Boxes, Series J	1	No Bid	No Bid	No Bid
21.7	Clamps, Pipe, Stainless Steel	1	No Bid	No Bid	No Bid
21.8	Clamps, Repair, Stainless Steel with Stainless steel bolts	1	No Bid	No Bid	No Bid
21.9	Clamps, Repair, Stainless Steel with cast lugs	1	No Bid	No Bid	No Bid
21.10	Connectors, Hose	1	No Bid	No Bid	No Bid
21.11	Corporation Stops	1	No Bid	No Bid	No Bid
21.12	Couplings, Brass	1	No Bid	No Bid	No Bid
21.13	Couplings, Compression	1	No Bid	No Bid	No Bid

21.14	Couplings, Meter	1	No Bid	No Bid	No Bid	
21.15	Couplings, Pack Joint	1	No Bid	No Bid	No Bid	
21.16	Couplings, Quick Connect	1	No Bid	No Bid	No Bid	
21.17	Couplings, Straight	1	No Bid	No Bid	No Bid	
21.18	Curb Stops	1	No Bid	No Bid	No Bid	
21.19	Elbows	1	No Bid	No Bid	No Bid	
21.20	Flanges, Bronze, Meter	1	No Bid	No Bid	No Bid	
21.21	Flanges, Oval Brass	1	No Bid	No Bid	No Bid	
21.22	Hose Bibs	1	No Bid	No Bid	No Bid	
21.23	Idler Pipes	1	No Bid	No Bid	No Bid	
21.24	Insert Stiffeners	1	No Bid	No Bid	No Bid	
21.25	Meter Stops	1	No Bid	No Bid	No Bid	
21.26	Nipples, Brass	1	No Bid	No Bid	No Bid	
21.27	Pieces, Branch	1	No Bid	No Bid	No Bid	
21.28	Plugs, Standard Brass	1	No Bid	No Bid	No Bid	
21.29	Poly-Adapters x Compression Brass	1	No Bid	No Bid	No Bid	
21.30	Reducer Bushings	1	No Bid	No Bid	No Bid	
21.31	Meter Resetters	1	No Bid	No Bid	No Bid	
21.32	Service Saddles	1	No Bid	No Bid	No Bid	
21.33	Tees	1	No Bid	No Bid	No Bid	
21.34	Tubing, Poly	1	20.0%	0.0%	10.0%	
21.35	Tubing, Copper	1	No Bid	No Bid	No Bid	
21.36	U-Branches	1	No Bid	No Bid	No Bid	
21.37	Valve Assemblies, Key Branch	1	No Bid	No Bid	No Bid	
21.38	Valves, Angle Meter	1	No Bid	No Bid	No Bid	
21.39	Valves, Ball Meter	1	No Bid	No Bid	No Bid	
21.40	Valves, Check	1	No Bid	No Bid	No Bid	
21.41	Valves, Gate	1	No Bid	No Bid	No Bid	
21.42	Washers, Rubber	1	No Bid	No Bid	No Bid	
21.43	Yokes	1	No Bid	No Bid	No Bid	
21.44	Megalugs	1	No Bid	No Bid	No Bid	
21.45	Grip Rings 4"-12"	1	No Bid	No Bid	No Bid	
21.46	Ductile Pipe 4” – 64”	1	No Bid	No Bid	No Bid	
21.47	Ductile Iron Fittings	1	No Bid	No Bid	No Bid	
21.48	Ductile Iron Caps	1	No Bid	No Bid	No Bid	
21.49	Ductile Iron Plugs	1	No Bid	No Bid	No Bid	
21.50	Backflow Preventers and Pressure Valves	1	No Bid	No Bid	No Bid	
21.51	Lead Free Brass Caps	1	No Bid	No Bid	No Bid	
21.52	Fire Hydrants	1	No Bid	No Bid	No Bid	

21.53	Fire Hydrants Accessories	1	No Bid	No Bid	No Bid
21.54	Water Meters - Various Sizes		No Bid	No Bid	No Bid
21.55	Water Meter Boxes - Various Sizes	1	No Bid	No Bid	No Bid
21.56	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	20.0%	No Bid	No Bid
21.57	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	No Bid	No Bid	No Bid
21.58	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	No Bid	No Bid	No Bid
22	**Manufacturer 21 - Febco**		**$0.00**	**No Bid**	**$0.00**
22.1	Adapters Stainless	1	No Bid		No Bid
22.2	Adapters, Meter	1	No Bid		No Bid
22.3	Meter Boxes, Series A	1	No Bid		No Bid
22.4	Meter Boxes,Series C	1	No Bid		No Bid
22.5	Meter Boxes Series F	1	No Bid		No Bid
22.6	Meter Boxes, Series J	1	No Bid		No Bid
22.7	Clamps, Pipe, Stainless Steel	1	No Bid		No Bid
22.8	Clamps, Repair, Stainless Steel with Stainless steel bolts	1	No Bid		No Bid
22.9	Clamps, Repair, Stainless Steel with cast lugs	1	No Bid		No Bid
22.10	Connectors, Hose	1	No Bid		No Bid
22.11	Corporation Stops	1	No Bid		No Bid
22.12	Couplings, Brass	1	No Bid		No Bid
22.13	Couplings, Compression	1	No Bid		No Bid
22.14	Couplings, Meter	1	No Bid		No Bid
22.15	Couplings, Pack Joint	1	No Bid		No Bid
22.16	Couplings, Quick Connect	1	No Bid		No Bid
22.17	Couplings, Straight	1	No Bid		No Bid
22.18	Curb Stops	1	No Bid		No Bid
22.19	Elbows	1	No Bid		No Bid
22.20	Flanges, Bronze, Meter	1	No Bid		No Bid
22.21	Flanges, Oval Brass	1	No Bid		No Bid
22.22	Hose Bibs	1	No Bid		No Bid
22.23	Idler Pipes	1	No Bid		No Bid
22.24	Insert Stiffeners	1	No Bid		No Bid

22.25	Meter Stops	1	No Bid		No Bid	
22.26	Nipples, Brass	1	No Bid		No Bid	
22.27	Pieces, Branch	1	No Bid		No Bid	
22.28	Plugs, Standard Brass	1	No Bid		No Bid	
22.29	Poly-Adapters x Compression Brass	1	No Bid		No Bid	
22.30	Reducer Bushings	1	No Bid		No Bid	
22.31	Meter Resetters	1	No Bid		No Bid	
22.32	Service Saddles	1	No Bid		No Bid	
22.33	Tees	1	No Bid		No Bid	
22.34	Tubing, Poly	1	No Bid		No Bid	
22.35	Tubing, Copper	1	No Bid		No Bid	
22.36	U-Branches	1	No Bid		No Bid	
22.37	Valve Assemblies, Key Branch	1	No Bid		No Bid	
22.38	Valves, Angle Meter	1	No Bid		No Bid	
22.39	Valves, Ball Meter	1	No Bid		No Bid	
22.40	Valves, Check	1	35.0%		No Bid	
22.41	Valves, Gate	1	35.0%		No Bid	
22.42	Washers, Rubber	1	No Bid		No Bid	
22.43	Yokes	1	No Bid		No Bid	
22.44	Megalugs	1	No Bid		No Bid	
22.45	Grip Rings 4"-12"	1	No Bid		No Bid	
22.46	Ductile Pipe 4” – 64”	1	No Bid		No Bid	
22.47	Ductile Iron Fittings	1	No Bid		No Bid	
22.48	Ductile Iron Caps	1	No Bid		No Bid	
22.49	Ductile Iron Plugs	1	No Bid		No Bid	
22.50	Backflow Preventers and Pressure Valves	1	30.0%			20.0%
22.51	Lead Free Brass Caps	1	No Bid		No Bid	
22.52	Fire Hydrants	1	No Bid		No Bid	
22.53	Fire Hydrants Accessories	1	No Bid		No Bid	
22.54	Water Meters - Various Sizes		No Bid		No Bid	
22.55	Water Meter Boxes - Various Sizes	1	No Bid		No Bid	
22.56	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	30.0%		No Bid	
22.57	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	25.0%		No Bid	

22.58	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	25.0%		No Bid
23	**Manufacturer 22 - Fernco**		**$0.00**	**$0.00**	**$0.00**
23.1	Adapters Stainless	1	No Bid	No Bid	No Bid
23.2	Adapters, Meter	1	No Bid	No Bid	No Bid
23.3	Meter Boxes, Series A	1	No Bid	No Bid	No Bid
23.4	Meter Boxes,Series C	1	No Bid	No Bid	No Bid
23.5	Meter Boxes Series F	1	No Bid	No Bid	No Bid
23.6	Meter Boxes, Series J	1	No Bid	No Bid	No Bid
23.7	Clamps, Pipe, Stainless Steel	1	65.0%	No Bid	No Bid
23.8	Clamps, Repair, Stainless Steel with Stainless steel bolts	1	65.0%	No Bid	No Bid
23.9	Clamps, Repair, Stainless Steel with cast lugs	1	65.0%	No Bid	No Bid
23.10	Connectors, Hose	1	No Bid	No Bid	No Bid
23.11	Corporation Stops	1	No Bid	No Bid	No Bid
23.12	Couplings, Brass	1	No Bid	No Bid	No Bid
23.13	Couplings, Compression	1	65.0%	No Bid	No Bid
23.14	Couplings, Meter	1	No Bid	No Bid	No Bid
23.15	Couplings, Pack Joint	1	No Bid	No Bid	No Bid
23.16	Couplings, Quick Connect	1	No Bid	No Bid	No Bid
23.17	Couplings, Straight	1	65.0%	0.0%	No Bid
23.18	Curb Stops	1	No Bid	No Bid	No Bid
23.19	Elbows	1	No Bid	No Bid	No Bid
23.20	Flanges, Bronze, Meter	1	No Bid	No Bid	No Bid
23.21	Flanges, Oval Brass	1	No Bid	No Bid	No Bid
23.22	Hose Bibs	1	No Bid	No Bid	No Bid
23.23	Idler Pipes	1	No Bid	No Bid	No Bid
23.24	Insert Stiffeners	1	No Bid	No Bid	No Bid
23.25	Meter Stops	1	No Bid	No Bid	No Bid
23.26	Nipples, Brass	1	No Bid	No Bid	No Bid
23.27	Pieces, Branch	1	No Bid	No Bid	No Bid
23.28	Plugs, Standard Brass	1	No Bid	No Bid	No Bid
23.29	Poly-Adapters x Compression Brass	1	No Bid	No Bid	No Bid
23.30	Reducer Bushings	1	65.0%	No Bid	No Bid
23.31	Meter Resetters	1	No Bid	No Bid	No Bid
23.32	Service Saddles	1	65.0%	No Bid	No Bid
23.33	Tees	1	No Bid	No Bid	No Bid

23.34	Tubing, Poly	1	No Bid	No Bid	No Bid	
23.35	Tubing, Copper	1	No Bid	No Bid	No Bid	
23.36	U-Branches	1	No Bid	No Bid	No Bid	
23.37	Valve Assemblies, Key Branch	1	No Bid	No Bid	No Bid	
23.38	Valves, Angle Meter	1	No Bid	No Bid	No Bid	
23.39	Valves, Ball Meter	1	No Bid	No Bid	No Bid	
23.40	Valves, Check	1	No Bid	No Bid	No Bid	
23.41	Valves, Gate	1	No Bid	No Bid	No Bid	
23.42	Washers, Rubber	1	No Bid	No Bid	No Bid	
23.43	Yokes	1	No Bid	No Bid	No Bid	
23.44	Megalugs	1	No Bid	No Bid	No Bid	
23.45	Grip Rings 4"-12"	1	No Bid	No Bid	No Bid	
23.46	Ductile Pipe 4” – 64”	1	No Bid	No Bid	No Bid	
23.47	Ductile Iron Fittings	1	No Bid	No Bid	No Bid	
23.48	Ductile Iron Caps	1	No Bid	No Bid	No Bid	
23.49	Ductile Iron Plugs	1	No Bid	No Bid	No Bid	
23.50	Backflow Preventers and Pressure Valves	1	No Bid	No Bid	No Bid	
23.51	Lead Free Brass Caps	1	No Bid	No Bid	No Bid	
23.52	Fire Hydrants	1	No Bid	No Bid	No Bid	
23.53	Fire Hydrants Accessories	1	No Bid	No Bid	No Bid	
23.54	Water Meters - Various Sizes		No Bid	No Bid	No Bid	
23.55	Water Meter Boxes - Various Sizes	1	No Bid	No Bid	No Bid	
23.56	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	20.0%	No Bid		60.0%
23.57	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	65.0%	No Bid		60.0%
23.58	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1		No Bid	No Bid	
24	**Manufacturer 23- The Ford Meter Box Company, Inc.**		**No Bid**	**$0.00**	**$0.00**	
24.1	Adapters Stainless	1		No Bid	No Bid	
24.2	Adapters, Meter	1		No Bid		48.0%
24.3	Meter Boxes, Series A	1		No Bid	No Bid	
24.4	Meter Boxes,Series C	1		No Bid	No Bid	
24.5	Meter Boxes Series F	1		No Bid	No Bid	
24.6	Meter Boxes, Series J	1		No Bid	No Bid	

24.7	Clamps, Pipe, Stainless Steel	1			44.0%	40.0%
24.8	Clamps, Repair, Stainless Steel with Stainless steel bolts	1			44.0%	40.0%
24.9	Clamps, Repair, Stainless Steel with cast lugs	1			44.0%	40.0%
24.10	Connectors, Hose	1			46.0%	No Bid
24.11	Corporation Stops	1			46.0%	48.0%
24.12	Couplings, Brass	1			46.0%	No Bid
24.13	Couplings, Compression	1			46.0%	48.0%
24.14	Couplings, Meter	1			46.0%	48.0%
24.15	Couplings, Pack Joint	1			46.0%	48.0%
24.16	Couplings, Quick Connect	1			46.0%	48.0%
24.17	Couplings, Straight	1			46.0%	48.0%
24.18	Curb Stops	1			46.0%	48.0%
24.19	Elbows	1		No Bid		48.0%
24.20	Flanges, Bronze, Meter	1		No Bid		48.0%
24.21	Flanges, Oval Brass	1			34.0%	No Bid
24.22	Hose Bibs	1		No Bid		No Bid
24.23	Idler Pipes	1			38.0%	48.0%
24.24	Insert Stiffeners	1			38.0%	48.0%
24.25	Meter Stops	1			38.0%	48.0%
24.26	Nipples, Brass	1		No Bid		No Bid
24.27	Pieces, Branch	1			38.0%	No Bid
24.28	Plugs, Standard Brass	1		No Bid		No Bid
24.29	Poly-Adapters x Compression Brass	1			38.0%	48.0%
24.30	Reducer Bushings	1		No Bid		No Bid
24.31	Meter Resetters	1			38.0%	48.0%
24.32	Service Saddles	1			34.0%	40.0%
24.33	Tees	1		No Bid		48.0%
24.34	Tubing, Poly	1		No Bid		No Bid
24.35	Tubing, Copper	1		No Bid		No Bid
24.36	U-Branches	1			46.0%	48.0%
24.37	Valve Assemblies, Key Branch	1			46.0%	48.0%
24.38	Valves, Angle Meter	1			46.0%	48.0%
24.39	Valves, Ball Meter	1			46.0%	48.0%
24.40	Valves, Check	1			46.0%	48.0%
24.41	Valves, Gate	1		No Bid		No Bid
24.42	Washers, Rubber	1		No Bid		20.0%
24.43	Yokes	1			36.0%	48.0%

24.44	Megalugs	1		No Bid	30.0%
24.45	Grip Rings 4"-12"	1		No Bid	No Bid
24.46	Ductile Pipe 4” – 64”	1		No Bid	No Bid
24.47	Ductile Iron Fittings	1		No Bid	No Bid
24.48	Ductile Iron Caps	1		No Bid	No Bid
24.49	Ductile Iron Plugs	1		No Bid	No Bid
24.50	Backflow Preventers and Pressure Valves	1		No Bid	No Bid
24.51	Lead Free Brass Caps	1		No Bid	No Bid
24.52	Fire Hydrants	1		No Bid	No Bid
24.53	Fire Hydrants Accessories	1		No Bid	No Bid
24.54	Water Meters - Various Sizes			No Bid	No Bid
24.55	Water Meter Boxes - Various Sizes	1		38.0%	No Bid
24.56	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1		44.0%	40.0%
24.57	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1		34.0%	No Bid
24.58	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1		No Bid	No Bid
25	**Manufacturer 24- Hammond Valve**		**No Bid**	**No Bid**	**No Bid**
25.1	Adapters Stainless	1			
25.2	Adapters, Meter	1			
25.3	Meter Boxes, Series A	1			
25.4	Meter Boxes,Series C	1			
25.5	Meter Boxes Series F	1			
25.6	Meter Boxes, Series J	1			
25.7	Clamps, Pipe, Stainless Steel	1			
25.8	Clamps, Repair, Stainless Steel with Stainless steel bolts	1			
25.9	Clamps, Repair, Stainless Steel with cast lugs	1			
25.10	Connectors, Hose	1			
25.11	Corporation Stops	1			
25.12	Couplings, Brass	1			
25.13	Couplings, Compression	1			
25.14	Couplings, Meter	1			
25.15	Couplings, Pack Joint	1			

25.16	Couplings, Quick Connect	1			
25.17	Couplings, Straight	1			
25.18	Curb Stops	1			
25.19	Elbows	1			
25.20	Flanges, Bronze, Meter	1			
25.21	Flanges, Oval Brass	1			
25.22	Hose Bibs	1			
25.23	Idler Pipes	1			
25.24	Insert Stiffeners	1			
25.25	Meter Stops	1			
25.26	Nipples, Brass	1			
25.27	Pieces, Branch	1			
25.28	Plugs, Standard Brass	1			
25.29	Poly-Adapters x Compression Brass	1			
25.30	Reducer Bushings	1			
25.31	Meter Resetters	1			
25.32	Service Saddles	1			
25.33	Tees	1			
25.34	Tubing, Poly	1			
25.35	Tubing, Copper	1			
25.36	U-Branches	1			
25.37	Valve Assemblies, Key Branch	1			
25.38	Valves, Angle Meter	1			
25.39	Valves, Ball Meter	1			
25.40	Valves, Check	1			
25.41	Valves, Gate	1			
25.42	Washers, Rubber	1			
25.43	Yokes	1			
25.44	Megalugs	1			
25.45	Grip Rings 4"-12"	1			
25.46	Ductile Pipe 4” – 64”	1			
25.47	Ductile Iron Fittings	1			
25.48	Ductile Iron Caps	1			
25.49	Ductile Iron Plugs	1			
25.50	Backflow Preventers and Pressure Valves	1			
25.51	Lead Free Brass Caps	1			
25.52	Fire Hydrants	1			
25.53	Fire Hydrants Accessories	1			
25.54	Water Meters - Various Sizes				

25.55	Water Meter Boxes - Various Sizes	1			
25.56	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1			
25.57	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1			
25.58	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1			
26	**Manufacturer 25- Hersey**		**No Bid**	**No Bid**	**No Bid**
26.1	Adapters Stainless	1			
26.2	Adapters, Meter	1			
26.3	Meter Boxes, Series A	1			
26.4	Meter Boxes,Series C	1			
26.5	Meter Boxes Series F	1			
26.6	Meter Boxes, Series J	1			
26.7	Clamps, Pipe, Stainless Steel	1			
26.8	Clamps, Repair, Stainless Steel with Stainless steel bolts	1			
26.9	Clamps, Repair, Stainless Steel with cast lugs	1			
26.10	Connectors, Hose	1			
26.11	Corporation Stops	1			
26.12	Couplings, Brass	1			
26.13	Couplings, Compression	1			
26.14	Couplings, Meter	1			
26.15	Couplings, Pack Joint	1			
26.16	Couplings, Quick Connect	1			
26.17	Couplings, Straight	1			
26.18	Curb Stops	1			
26.19	Elbows	1			
26.20	Flanges, Bronze, Meter	1			
26.21	Flanges, Oval Brass	1			
26.22	Hose Bibs	1			
26.23	Idler Pipes	1			
26.24	Insert Stiffeners	1			
26.25	Meter Stops	1			
26.26	Nipples, Brass	1			

26.27	Pieces, Branch	1			
26.28	Plugs, Standard Brass	1			
26.29	Poly-Adapters x Compression Brass	1			
26.30	Reducer Bushings	1			
26.31	Meter Resetters	1			
26.32	Service Saddles	1			
26.33	Tees	1			
26.34	Tubing, Poly	1			
26.35	Tubing, Copper	1			
26.36	U-Branches	1			
26.37	Valve Assemblies, Key Branch	1			
26.38	Valves, Angle Meter	1			
26.39	Valves, Ball Meter	1			
26.40	Valves, Check	1			
26.41	Valves, Gate	1			
26.42	Washers, Rubber	1			
26.43	Yokes	1			
26.44	Megalugs	1			
26.45	Grip Rings 4"-12"	1			
26.46	Ductile Pipe 4” – 64”	1			
26.47	Ductile Iron Fittings	1			
26.48	Ductile Iron Caps	1			
26.49	Ductile Iron Plugs	1			
26.50	Backflow Preventers and Pressure Valves	1			
26.51	Lead Free Brass Caps	1			
26.52	Fire Hydrants	1			
26.53	Fire Hydrants Accessories	1			
26.54	Water Meters - Various Sizes				
26.55	Water Meter Boxes - Various Sizes	1			
26.56	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1			
26.57	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1			
26.58	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1			
27	**Manufacturer 26 - James Jones**		**No Bid**	**No Bid**	**No Bid**

27.1	Adapters Stainless	1			
27.2	Adapters, Meter	1			
27.3	Meter Boxes, Series A	1			
27.4	Meter Boxes,Series C	1			
27.5	Meter Boxes Series F	1			
27.6	Meter Boxes, Series J	1			
27.7	Clamps, Pipe, Stainless Steel	1			
27.8	Clamps, Repair, Stainless Steel with Stainless steel bolts	1			
27.9	Clamps, Repair, Stainless Steel with cast lugs	1			
27.10	Connectors, Hose	1			
27.11	Corporation Stops	1			
27.12	Couplings, Brass	1			
27.13	Couplings, Compression	1			
27.14	Couplings, Meter	1			
27.15	Couplings, Pack Joint	1			
27.16	Couplings, Quick Connect	1			
27.17	Couplings, Straight	1			
27.18	Curb Stops	1			
27.19	Elbows	1			
27.20	Flanges, Bronze, Meter	1			
27.21	Flanges, Oval Brass	1			
27.22	Hose Bibs	1			
27.23	Idler Pipes	1			
27.24	Insert Stiffeners	1			
27.25	Meter Stops	1			
27.26	Nipples, Brass	1			
27.27	Pieces, Branch	1			
27.28	Plugs, Standard Brass	1			
27.29	Poly-Adapters x Compression Brass	1			
27.30	Reducer Bushings	1			
27.31	Meter Resetters	1			
27.32	Service Saddles	1			
27.33	Tees	1			
27.34	Tubing, Poly	1			
27.35	Tubing, Copper	1			
27.36	U-Branches	1			
27.37	Valve Assemblies, Key Branch	1			

27.38	Valves, Angle Meter	1			
27.39	Valves, Ball Meter	1			
27.40	Valves, Check	1			
27.41	Valves, Gate	1			
27.42	Washers, Rubber	1			
27.43	Yokes	1			
27.44	Megalugs	1			
27.45	Grip Rings 4"-12"	1			
27.46	Ductile Pipe 4” – 64”	1			
27.47	Ductile Iron Fittings	1			
27.48	Ductile Iron Caps	1			
27.49	Ductile Iron Plugs	1			
27.50	Backflow Preventers and Pressure Valves	1			
27.51	Lead Free Brass Caps	1			
27.52	Fire Hydrants	1			
27.53	Fire Hydrants Accessories	1			
27.54	Water Meters - Various Sizes				
27.55	Water Meter Boxes - Various Sizes	1			
27.56	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1			
27.57	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1			
27.58	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1			
28	**Manufacturer 27 - JCM Industries, Inc.**		**$0.00**	**$0.00**	**$0.00**
28.1	Adapters Stainless	1	45.0%	No Bid	No Bid
28.2	Adapters, Meter	1	45.0%	No Bid	No Bid
28.3	Meter Boxes, Series A	1	No Bid	No Bid	No Bid
28.4	Meter Boxes,Series C	1	No Bid	No Bid	No Bid
28.5	Meter Boxes Series F	1	No Bid	No Bid	No Bid
28.6	Meter Boxes, Series J	1	No Bid	No Bid	No Bid
28.7	Clamps, Pipe, Stainless Steel	1	45.0%	41.0%	40.0%
28.8	Clamps, Repair, Stainless Steel with Stainless steel bolts	1	45.0%	41.0%	40.0%
28.9	Clamps, Repair, Stainless Steel with cast lugs	1	45.0%	41.0%	40.0%

28.10	Connectors, Hose	1	No Bid	No Bid		No Bid	
28.11	Corporation Stops	1	No Bid	No Bid		No Bid	
28.12	Couplings, Brass	1	No Bid	No Bid		No Bid	
28.13	Couplings, Compression	1	45.0%		41.0%	No Bid	
28.14	Couplings, Meter	1	No Bid	No Bid		No Bid	
28.15	Couplings, Pack Joint	1	No Bid	No Bid		No Bid	
28.16	Couplings, Quick Connect	1	No Bid	No Bid		No Bid	
28.17	Couplings, Straight	1	No Bid		41.0%	No Bid	
28.18	Curb Stops	1	No Bid	No Bid		No Bid	
28.19	Elbows	1	No Bid	No Bid		No Bid	
28.20	Flanges, Bronze, Meter	1	No Bid	No Bid		No Bid	
28.21	Flanges, Oval Brass	1	No Bid	No Bid		No Bid	
28.22	Hose Bibs	1	No Bid	No Bid		No Bid	
28.23	Idler Pipes	1	No Bid	No Bid		No Bid	
28.24	Insert Stiffeners	1	No Bid	No Bid			20.0%
28.25	Meter Stops	1	No Bid	No Bid		No Bid	
28.26	Nipples, Brass	1	No Bid	No Bid		No Bid	
28.27	Pieces, Branch	1	No Bid	No Bid		No Bid	
28.28	Plugs, Standard Brass	1	No Bid	No Bid		No Bid	
28.29	Poly-Adapters x Compression Brass	1	No Bid	No Bid		No Bid	
28.30	Reducer Bushings	1	No Bid	No Bid		No Bid	
28.31	Meter Resetters	1	No Bid	No Bid		No Bid	
28.32	Service Saddles	1	45.0%		41.0%		40.0%
28.33	Tees	1	No Bid	No Bid		No Bid	
28.34	Tubing, Poly	1	No Bid	No Bid		No Bid	
28.35	Tubing, Copper	1	No Bid	No Bid		No Bid	
28.36	U-Branches	1	No Bid	No Bid		No Bid	
28.37	Valve Assemblies, Key Branch	1	No Bid	No Bid		No Bid	
28.38	Valves, Angle Meter	1	No Bid	No Bid		No Bid	
28.39	Valves, Ball Meter	1	No Bid	No Bid		No Bid	
28.40	Valves, Check	1	No Bid	No Bid		No Bid	
28.41	Valves, Gate	1	No Bid	No Bid		No Bid	
28.42	Washers, Rubber	1	No Bid	No Bid		No Bid	
28.43	Yokes	1	No Bid	No Bid		No Bid	
28.44	Megalugs	1	No Bid	No Bid		No Bid	
28.45	Grip Rings 4"-12"	1	No Bid	No Bid		No Bid	
28.46	Ductile Pipe 4” – 64”	1	No Bid	No Bid		No Bid	
28.47	Ductile Iron Fittings	1	No Bid	No Bid		No Bid	
28.48	Ductile Iron Caps	1	No Bid	No Bid		No Bid	

28.49	Ductile Iron Plugs	1	No Bid	No Bid	No Bid
28.50	Backflow Preventers and Pressure Valves	1	No Bid	No Bid	No Bid
28.51	Lead Free Brass Caps	1	No Bid	No Bid	No Bid
28.52	Fire Hydrants	1	No Bid	No Bid	No Bid
28.53	Fire Hydrants Accessories	1	No Bid	No Bid	No Bid
28.54	Water Meters - Various Sizes		No Bid	No Bid	No Bid
28.55	Water Meter Boxes - Various Sizes	1	No Bid	No Bid	No Bid
28.56	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	25.0%	No Bid	20.0%
28.57	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	No Bid	No Bid	No Bid
28.58	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	25.0%	No Bid	No Bid
29	**Manufacturer 28 - Lee Brass**		**No Bid**	**No Bid**	**No Bid**
29.1	Adapters Stainless	1			
29.2	Adapters, Meter	1			
29.3	Meter Boxes, Series A	1			
29.4	Meter Boxes,Series C	1			
29.5	Meter Boxes Series F	1			
29.6	Meter Boxes, Series J	1			
29.7	Clamps, Pipe, Stainless Steel	1			
29.8	Clamps, Repair, Stainless Steel with Stainless steel bolts	1			
29.9	Clamps, Repair, Stainless Steel with cast lugs	1			
29.10	Connectors, Hose	1			
29.11	Corporation Stops	1			
29.12	Couplings, Brass	1			
29.13	Couplings, Compression	1			
29.14	Couplings, Meter	1			
29.15	Couplings, Pack Joint	1			
29.16	Couplings, Quick Connect	1			
29.17	Couplings, Straight	1			
29.18	Curb Stops	1			
29.19	Elbows	1			
29.20	Flanges, Bronze, Meter	1			

29.21	Flanges, Oval Brass	1			
29.22	Hose Bibs	1			
29.23	Idler Pipes	1			
29.24	Insert Stiffeners	1			
29.25	Meter Stops	1			
29.26	Nipples, Brass	1			
29.27	Pieces, Branch	1			
29.28	Plugs, Standard Brass	1			
29.29	Poly-Adapters x Compression Brass	1			
29.30	Reducer Bushings	1			
29.31	Meter Resetters	1			
29.32	Service Saddles	1			
29.33	Tees	1			
29.34	Tubing, Poly	1			
29.35	Tubing, Copper	1			
29.36	U-Branches	1			
29.37	Valve Assemblies, Key Branch	1			
29.38	Valves, Angle Meter	1			
29.39	Valves, Ball Meter	1			
29.40	Valves, Check	1			
29.41	Valves, Gate	1			
29.42	Washers, Rubber	1			
29.43	Yokes	1			
29.44	Megalugs	1			
29.45	Grip Rings 4"-12"	1			
29.46	Ductile Pipe 4” – 64”	1			
29.47	Ductile Iron Fittings	1			
29.48	Ductile Iron Caps	1			
29.49	Ductile Iron Plugs	1			
29.50	Backflow Preventers and Pressure Valves	1			
29.51	Lead Free Brass Caps	1			
29.52	Fire Hydrants	1			
29.53	Fire Hydrants Accessories	1			
29.54	Water Meters - Various Sizes				
29.55	Water Meter Boxes - Various Sizes	1			
29.56	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1			

29.57	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1			
29.58	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1			
30	**Manufacturer 29 - Matco-Norca**		**$0.00**	**$0.00**	**No Bid**
30.1	Adapters Stainless	1	No Bid	No Bid	
30.2	Adapters, Meter	1	40.0%	No Bid	
30.3	Meter Boxes, Series A	1	No Bid	No Bid	
30.4	Meter Boxes,Series C	1	No Bid	No Bid	
30.5	Meter Boxes Series F	1	No Bid	No Bid	
30.6	Meter Boxes, Series J	1	No Bid	No Bid	
30.7	Clamps, Pipe, Stainless Steel	1	50.0%	No Bid	
30.8	Clamps, Repair, Stainless Steel with Stainless steel bolts	1	50.0%	No Bid	
30.9	Clamps, Repair, Stainless Steel with cast lugs	1	50.0%	No Bid	
30.10	Connectors, Hose	1	50.0%	No Bid	
30.11	Corporation Stops	1	No Bid	No Bid	
30.12	Couplings, Brass	1	70.0%	0.0%	
30.13	Couplings, Compression	1	50.0%	No Bid	
30.14	Couplings, Meter	1	50.0%	No Bid	
30.15	Couplings, Pack Joint	1	No Bid	No Bid	
30.16	Couplings, Quick Connect	1	No Bid	No Bid	
30.17	Couplings, Straight	1	50.0%	No Bid	
30.18	Curb Stops	1	No Bid	No Bid	
30.19	Elbows	1	70.0%	No Bid	
30.20	Flanges, Bronze, Meter	1	50.0%	No Bid	
30.21	Flanges, Oval Brass	1	50.0%	0.0%	
30.22	Hose Bibs	1	50.0%	0.0%	
30.23	Idler Pipes	1	50.0%	No Bid	
30.24	Insert Stiffeners	1	50.0%	No Bid	
30.25	Meter Stops	1	No Bid	No Bid	
30.26	Nipples, Brass	1	80.0%	No Bid	
30.27	Pieces, Branch	1	No Bid	No Bid	
30.28	Plugs, Standard Brass	1	50.0%	No Bid	
30.29	Poly-Adapters x Compression Brass	1	No Bid	No Bid	
30.30	Reducer Bushings	1	50.0%	0.0%	

30.31	Meter Resetters	1	No Bid	No Bid		
30.32	Service Saddles	1	No Bid	No Bid		
30.33	Tees	1	50.0%		0.0%	
30.34	Tubing, Poly	1	No Bid	No Bid		
30.35	Tubing, Copper	1	No Bid	No Bid		
30.36	U-Branches	1	No Bid	No Bid		
30.37	Valve Assemblies, Key Branch	1	No Bid	No Bid		
30.38	Valves, Angle Meter	1	No Bid	No Bid		
30.39	Valves, Ball Meter	1	No Bid	No Bid		
30.40	Valves, Check	1	50.0%		0.0%	
30.41	Valves, Gate	1	55.0%		0.0%	
30.42	Washers, Rubber	1	30.0%	No Bid		
30.43	Yokes	1	No Bid	No Bid		
30.44	Megalugs	1	No Bid	No Bid		
30.45	Grip Rings 4"-12"	1	No Bid	No Bid		
30.46	Ductile Pipe 4” – 64”	1	No Bid	No Bid		
30.47	Ductile Iron Fittings	1	No Bid	No Bid		
30.48	Ductile Iron Caps	1	No Bid	No Bid		
30.49	Ductile Iron Plugs	1	No Bid	No Bid		
30.50	Backflow Preventers and Pressure Valves	1	50.0%	No Bid		
30.51	Lead Free Brass Caps	1	50.0%		0.0%	
30.52	Fire Hydrants	1	No Bid	No Bid		
30.53	Fire Hydrants Accessories	1	50.0%	No Bid		
30.54	Water Meters - Various Sizes		No Bid	No Bid		
30.55	Water Meter Boxes - Various Sizes	1	No Bid	No Bid		
30.56	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	50.0%	No Bid		
30.57	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	50.0%	No Bid		
30.58	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	25.0%	No Bid		
31	**Manufacturer 30 - McWane, Inc.**		**$0.00**	**No Bid**		**No Bid**
31.1	Adapters Stainless	1	No Bid			
31.2	Adapters, Meter	1	No Bid			
31.3	Meter Boxes, Series A	1	No Bid			
31.4	Meter Boxes,Series C	1	No Bid			

31.5	Meter Boxes Series F	1	No Bid		
31.6	Meter Boxes, Series J	1	No Bid		
31.7	Clamps, Pipe, Stainless Steel	1	No Bid		
31.8	Clamps, Repair, Stainless Steel with Stainless steel bolts	1	No Bid		
31.9	Clamps, Repair, Stainless Steel with cast lugs	1	No Bid		
31.10	Connectors, Hose	1	No Bid		
31.11	Corporation Stops	1	No Bid		
31.12	Couplings, Brass	1	No Bid		
31.13	Couplings, Compression	1	No Bid		
31.14	Couplings, Meter	1	No Bid		
31.15	Couplings, Pack Joint	1	No Bid		
31.16	Couplings, Quick Connect	1	No Bid		
31.17	Couplings, Straight	1	No Bid		
31.18	Curb Stops	1	No Bid		
31.19	Elbows	1	No Bid		
31.20	Flanges, Bronze, Meter	1	No Bid		
31.21	Flanges, Oval Brass	1	No Bid		
31.22	Hose Bibs	1	No Bid		
31.23	Idler Pipes	1	No Bid		
31.24	Insert Stiffeners	1	No Bid		
31.25	Meter Stops	1	No Bid		
31.26	Nipples, Brass	1	No Bid		
31.27	Pieces, Branch	1	No Bid		
31.28	Plugs, Standard Brass	1	No Bid		
31.29	Poly-Adapters x Compression Brass	1	No Bid		
31.30	Reducer Bushings	1	No Bid		
31.31	Meter Resetters	1	No Bid		
31.32	Service Saddles	1	No Bid		
31.33	Tees	1	No Bid		
31.34	Tubing, Poly	1	No Bid		
31.35	Tubing, Copper	1	No Bid		
31.36	U-Branches	1	No Bid		
31.37	Valve Assemblies, Key Branch	1	No Bid		
31.38	Valves, Angle Meter	1	No Bid		
31.39	Valves, Ball Meter	1	No Bid		
31.40	Valves, Check	1	25.0%		
31.41	Valves, Gate	1	15.0%		

31.42	Washers, Rubber	1	No Bid		
31.43	Yokes	1	No Bid		
31.44	Megalugs	1	No Bid		
31.45	Grip Rings 4"-12"	1	No Bid		
31.46	Ductile Pipe 4” – 64”	1	20.0%		
31.47	Ductile Iron Fittings	1	No Bid		
31.48	Ductile Iron Caps	1	No Bid		
31.49	Ductile Iron Plugs	1	No Bid		
31.50	Backflow Preventers and Pressure Valves	1	No Bid		
31.51	Lead Free Brass Caps	1	No Bid		
31.52	Fire Hydrants	1	No Bid		
31.53	Fire Hydrants Accessories	1	25.0%		
31.54	Water Meters - Various Sizes		No Bid		
31.55	Water Meter Boxes - Various Sizes	1	No Bid		
31.56	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	15.0%		
31.57	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	15.0%		
31.58	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	10.0%		
32	**Manufacturer 31 - Merit Brass**		**$0.00**	**No Bid**	**$0.00**
32.1	Adapters Stainless	1	No Bid		No Bid
32.2	Adapters, Meter	1	No Bid		No Bid
32.3	Meter Boxes, Series A	1	No Bid		No Bid
32.4	Meter Boxes,Series C	1	No Bid		No Bid
32.5	Meter Boxes Series F	1	No Bid		No Bid
32.6	Meter Boxes, Series J	1	No Bid		No Bid
32.7	Clamps, Pipe, Stainless Steel	1	No Bid		No Bid
32.8	Clamps, Repair, Stainless Steel with Stainless steel bolts	1	No Bid		No Bid
32.9	Clamps, Repair, Stainless Steel with cast lugs	1	No Bid		No Bid
32.10	Connectors, Hose	1	No Bid		No Bid
32.11	Corporation Stops	1	No Bid		No Bid
32.12	Couplings, Brass	1	60.0%		57.0%
32.13	Couplings, Compression	1	No Bid		No Bid

32.14	Couplings, Meter	1	No Bid		No Bid	
32.15	Couplings, Pack Joint	1	No Bid		No Bid	
32.16	Couplings, Quick Connect	1	No Bid		No Bid	
32.17	Couplings, Straight	1	60.0%		No Bid	
32.18	Curb Stops	1	No Bid		No Bid	
32.19	Elbows	1	60.0%			57.0%
32.20	Flanges, Bronze, Meter	1	No Bid		No Bid	
32.21	Flanges, Oval Brass	1	No Bid		No Bid	
32.22	Hose Bibs	1	60.0%		No Bid	
32.23	Idler Pipes	1	No Bid		No Bid	
32.24	Insert Stiffeners	1	No Bid		No Bid	
32.25	Meter Stops	1	No Bid		No Bid	
32.26	Nipples, Brass	1	80.0%			94.0%
32.27	Pieces, Branch	1	No Bid		No Bid	
32.28	Plugs, Standard Brass	1	60.0%			57.0%
32.29	Poly-Adapters x Compression Brass	1	No Bid		No Bid	
32.30	Reducer Bushings	1	60.0%			57.0%
32.31	Meter Resetters	1	No Bid		No Bid	
32.32	Service Saddles	1	No Bid		No Bid	
32.33	Tees	1	60.0%			57.0%
32.34	Tubing, Poly	1	No Bid		No Bid	
32.35	Tubing, Copper	1	No Bid		No Bid	
32.36	U-Branches	1	No Bid		No Bid	
32.37	Valve Assemblies, Key Branch	1	No Bid		No Bid	
32.38	Valves, Angle Meter	1	No Bid		No Bid	
32.39	Valves, Ball Meter	1	No Bid		No Bid	
32.40	Valves, Check	1	No Bid		No Bid	
32.41	Valves, Gate	1	No Bid		No Bid	
32.42	Washers, Rubber	1	No Bid		No Bid	
32.43	Yokes	1	No Bid		No Bid	
32.44	Megalugs	1	No Bid		No Bid	
32.45	Grip Rings 4"-12"	1	No Bid		No Bid	
32.46	Ductile Pipe 4” – 64”	1	No Bid		No Bid	
32.47	Ductile Iron Fittings	1	50.0%		No Bid	
32.48	Ductile Iron Caps	1	No Bid		No Bid	
32.49	Ductile Iron Plugs	1	No Bid		No Bid	
32.50	Backflow Preventers and Pressure Valves	1	No Bid		No Bid	
32.51	Lead Free Brass Caps	1	No Bid			57.0%
32.52	Fire Hydrants	1	No Bid		No Bid	

32.53	Fire Hydrants Accessories	1	No Bid		No Bid	
32.54	Water Meters - Various Sizes		No Bid		No Bid	
32.55	Water Meter Boxes - Various Sizes	1	No Bid		No Bid	
32.56	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	70.0%			90.0%
32.57	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	40.0%			55.0%
32.58	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	25.0%		No Bid	
33	**Manufacturer 32 - Mueller Co.**		**$0.00**	**$0.00**		**$0.00**
33.1	Adapters Stainless	1	No Bid	No Bid	No Bid	
33.2	Adapters, Meter	1	25.0%	24.0%	No Bid	
33.3	Meter Boxes, Series A	1	No Bid	No Bid	No Bid	
33.4	Meter Boxes,Series C	1	No Bid	No Bid	No Bid	
33.5	Meter Boxes Series F	1	No Bid	No Bid	No Bid	
33.6	Meter Boxes, Series J	1	No Bid	No Bid	No Bid	
33.7	Clamps, Pipe, Stainless Steel	1	35.0%	38.0%		40.0%
33.8	Clamps, Repair, Stainless Steel with Stainless steel bolts	1	35.0%	38.0%		40.0%
33.9	Clamps, Repair, Stainless Steel with cast lugs	1	35.0%	38.0%		40.0%
33.10	Connectors, Hose	1	No Bid	No Bid	No Bid	
33.11	Corporation Stops	1	25.0%	24.0%	No Bid	
33.12	Couplings, Brass	1	25.0%	24.0%	No Bid	
33.13	Couplings, Compression	1	25.0%	24.0%		40.0%
33.14	Couplings, Meter	1	25.0%	24.0%	No Bid	
33.15	Couplings, Pack Joint	1	25.0%	24.0%	No Bid	
33.16	Couplings, Quick Connect	1	25.0%	24.0%	No Bid	
33.17	Couplings, Straight	1	25.0%	24.0%	No Bid	
33.18	Curb Stops	1	25.0%	24.0%	No Bid	
33.19	Elbows	1	25.0%	24.0%	No Bid	
33.20	Flanges, Bronze, Meter	1	25.0%	24.0%	No Bid	
33.21	Flanges, Oval Brass	1	25.0%	24.0%	No Bid	
33.22	Hose Bibs	1	No Bid	No Bid	No Bid	
33.23	Idler Pipes	1	No Bid	No Bid	No Bid	
33.24	Insert Stiffeners	1	25.0%	24.0%	No Bid	

33.25	Meter Stops	1	25.0%	24.0%	No Bid
33.26	Nipples, Brass	1	No Bid	No Bid	No Bid
33.27	Pieces, Branch	1	25.0%	24.0%	No Bid
33.28	Plugs, Standard Brass	1	25.0%	24.0%	No Bid
33.29	Poly-Adapters x Compression Brass	1	25.0%	24.0%	No Bid
33.30	Reducer Bushings	1	25.0%	24.0%	No Bid
33.31	Meter Resetters	1	25.0%	24.0%	No Bid
33.32	Service Saddles	1	25.0%	24.0%	No Bid
33.33	Tees	1	25.0%	24.0%	No Bid
33.34	Tubing, Poly	1	No Bid	No Bid	No Bid
33.35	Tubing, Copper	1	No Bid	No Bid	No Bid
33.36	U-Branches	1	25.0%	24.0%	No Bid
33.37	Valve Assemblies, Key Branch	1	25.0%	24.0%	No Bid
33.38	Valves, Angle Meter	1	25.0%	24.0%	No Bid
33.39	Valves, Ball Meter	1	25.0%	24.0%	No Bid
33.40	Valves, Check	1	30.0%	16.0%	No Bid
33.41	Valves, Gate	1	30.0%	31.0%	No Bid
33.42	Washers, Rubber	1	25.0%	24.0%	No Bid
33.43	Yokes	1	15.0%	12.0%	No Bid
33.44	Megalugs	1	No Bid	No Bid	No Bid
33.45	Grip Rings 4"-12"	1	No Bid	No Bid	No Bid
33.46	Ductile Pipe 4” – 64”	1	No Bid	No Bid	No Bid
33.47	Ductile Iron Fittings	1	No Bid	No Bid	No Bid
33.48	Ductile Iron Caps	1	No Bid	No Bid	No Bid
33.49	Ductile Iron Plugs	1	No Bid	No Bid	No Bid
33.50	Backflow Preventers and Pressure Valves	1	No Bid	No Bid	No Bid
33.51	Lead Free Brass Caps	1	25.0%	No Bid	No Bid
33.52	Fire Hydrants	1	20.0%	22.0%	No Bid
33.53	Fire Hydrants Accessories	1	25.0%	38.0%	No Bid
33.54	Water Meters - Various Sizes		No Bid	No Bid	No Bid
33.55	Water Meter Boxes - Various Sizes	1	No Bid	33.0%	No Bid
33.56	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	25.0%	21.0%	No Bid
33.57	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	15.0%	No Bid	No Bid

33.58	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	40.0%	No Bid	No Bid
34	**Manufacturer 33 - Neptune**		**No Bid**	**No Bid**	**$0.00**
34.1	Adapters Stainless	1			No Bid
34.2	Adapters, Meter	1			No Bid
34.3	Meter Boxes, Series A	1			No Bid
34.4	Meter Boxes,Series C	1			No Bid
34.5	Meter Boxes Series F	1			No Bid
34.6	Meter Boxes, Series J	1			No Bid
34.7	Clamps, Pipe, Stainless Steel	1			No Bid
34.8	Clamps, Repair, Stainless Steel with Stainless steel bolts	1			No Bid
34.9	Clamps, Repair, Stainless Steel with cast lugs	1			No Bid
34.10	Connectors, Hose	1			No Bid
34.11	Corporation Stops	1			No Bid
34.12	Couplings, Brass	1			No Bid
34.13	Couplings, Compression	1			No Bid
34.14	Couplings, Meter	1			No Bid
34.15	Couplings, Pack Joint	1			No Bid
34.16	Couplings, Quick Connect	1			No Bid
34.17	Couplings, Straight	1			No Bid
34.18	Curb Stops	1			No Bid
34.19	Elbows	1			No Bid
34.20	Flanges, Bronze, Meter	1			No Bid
34.21	Flanges, Oval Brass	1			No Bid
34.22	Hose Bibs	1			No Bid
34.23	Idler Pipes	1			No Bid
34.24	Insert Stiffeners	1			No Bid
34.25	Meter Stops	1			No Bid
34.26	Nipples, Brass	1			No Bid
34.27	Pieces, Branch	1			No Bid
34.28	Plugs, Standard Brass	1			No Bid
34.29	Poly-Adapters x Compression Brass	1			No Bid
34.30	Reducer Bushings	1			No Bid
34.31	Meter Resetters	1			No Bid
34.32	Service Saddles	1			No Bid
34.33	Tees	1			No Bid

34.34	Tubing, Poly	1			No Bid
34.35	Tubing, Copper	1			No Bid
34.36	U-Branches	1			No Bid
34.37	Valve Assemblies, Key Branch	1			No Bid
34.38	Valves, Angle Meter	1			No Bid
34.39	Valves, Ball Meter	1			No Bid
34.40	Valves, Check	1			No Bid
34.41	Valves, Gate	1			No Bid
34.42	Washers, Rubber	1			No Bid
34.43	Yokes	1			No Bid
34.44	Megalugs	1			No Bid
34.45	Grip Rings 4"-12"	1			No Bid
34.46	Ductile Pipe 4” – 64”	1			No Bid
34.47	Ductile Iron Fittings	1			No Bid
34.48	Ductile Iron Caps	1			No Bid
34.49	Ductile Iron Plugs	1			No Bid
34.50	Backflow Preventers and Pressure Valves	1			No Bid
34.51	Lead Free Brass Caps	1			No Bid
34.52	Fire Hydrants	1			No Bid
34.53	Fire Hydrants Accessories	1			No Bid
34.54	Water Meters - Various Sizes				10.0%
34.55	Water Meter Boxes - Various Sizes	1			No Bid
34.56	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1			No Bid
34.57	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1			No Bid
34.58	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1			No Bid
35	**Manufacturer 34 - NIBCO, Inc.**		**No Bid**	**$0.00**	
35.1	Adapters Stainless	1		No Bid	No Bid
35.2	Adapters, Meter	1		No Bid	No Bid
35.3	Meter Boxes, Series A	1		No Bid	No Bid
35.4	Meter Boxes,Series C	1		No Bid	No Bid
35.5	Meter Boxes Series F	1		No Bid	No Bid
35.6	Meter Boxes, Series J	1		No Bid	No Bid
35.7	Clamps, Pipe, Stainless Steel	1		No Bid	No Bid

35.8	Clamps, Repair, Stainless Steel with Stainless steel bolts	1		No Bid	No Bid
35.9	Clamps, Repair, Stainless Steel with cast lugs	1		No Bid	No Bid
35.10	Connectors, Hose	1		No Bid	No Bid
35.11	Corporation Stops	1		No Bid	No Bid
35.12	Couplings, Brass	1		No Bid	No Bid
35.13	Couplings, Compression	1		No Bid	No Bid
35.14	Couplings, Meter	1		No Bid	No Bid
35.15	Couplings, Pack Joint	1		No Bid	No Bid
35.16	Couplings, Quick Connect	1		No Bid	No Bid
35.17	Couplings, Straight	1		No Bid	No Bid
35.18	Curb Stops	1		No Bid	No Bid
35.19	Elbows	1		No Bid	No Bid
35.20	Flanges, Bronze, Meter	1		No Bid	No Bid
35.21	Flanges, Oval Brass	1		No Bid	No Bid
35.22	Hose Bibs	1		No Bid	No Bid
35.23	Idler Pipes	1		No Bid	No Bid
35.24	Insert Stiffeners	1		No Bid	No Bid
35.25	Meter Stops	1		No Bid	No Bid
35.26	Nipples, Brass	1		No Bid	No Bid
35.27	Pieces, Branch	1		No Bid	No Bid
35.28	Plugs, Standard Brass	1		No Bid	No Bid
35.29	Poly-Adapters x Compression Brass	1		No Bid	No Bid
35.30	Reducer Bushings	1		No Bid	No Bid
35.31	Meter Resetters	1		No Bid	No Bid
35.32	Service Saddles	1		No Bid	No Bid
35.33	Tees	1		No Bid	No Bid
35.34	Tubing, Poly	1		No Bid	No Bid
35.35	Tubing, Copper	1		No Bid	No Bid
35.36	U-Branches	1		No Bid	No Bid
35.37	Valve Assemblies, Key Branch	1		No Bid	No Bid
35.38	Valves, Angle Meter	1		No Bid	No Bid
35.39	Valves, Ball Meter	1		0.0%	No Bid
35.40	Valves, Check	1		0.0%	No Bid
35.41	Valves, Gate	1		0.0%	No Bid
35.42	Washers, Rubber	1		No Bid	No Bid
35.43	Yokes	1		No Bid	No Bid
35.44	Megalugs	1		No Bid	No Bid

35.45	Grip Rings 4"-12"	1		No Bid	No Bid
35.46	Ductile Pipe 4” – 64”	1		No Bid	No Bid
35.47	Ductile Iron Fittings	1		No Bid	No Bid
35.48	Ductile Iron Caps	1		No Bid	No Bid
35.49	Ductile Iron Plugs	1		No Bid	No Bid
35.50	Backflow Preventers and Pressure Valves	1		No Bid	No Bid
35.51	Lead Free Brass Caps	1		No Bid	No Bid
35.52	Fire Hydrants	1		No Bid	No Bid
35.53	Fire Hydrants Accessories	1		No Bid	No Bid
35.54	Water Meters - Various Sizes			No Bid	No Bid
35.55	Water Meter Boxes - Various Sizes	1		No Bid	No Bid
35.56	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1		No Bid	No Bid
35.57	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1		No Bid	No Bid
35.58	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1		No Bid	No Bid
36	**Manufacturer 35 - Oldcastle**		**$0.00**	**No Bid**	**$0.00**
36.1	Adapters Stainless	1	No Bid		No Bid
36.2	Adapters, Meter	1	No Bid		No Bid
36.3	Meter Boxes, Series A	1	No Bid		No Bid
36.4	Meter Boxes,Series C	1	No Bid		No Bid
36.5	Meter Boxes Series F	1	No Bid		No Bid
36.6	Meter Boxes, Series J	1	No Bid		No Bid
36.7	Clamps, Pipe, Stainless Steel	1	No Bid		No Bid
36.8	Clamps, Repair, Stainless Steel with Stainless steel bolts	1	No Bid		No Bid
36.9	Clamps, Repair, Stainless Steel with cast lugs	1	No Bid		No Bid
36.10	Connectors, Hose	1	No Bid		No Bid
36.11	Corporation Stops	1	No Bid		No Bid
36.12	Couplings, Brass	1	No Bid		No Bid
36.13	Couplings, Compression	1	No Bid		No Bid
36.14	Couplings, Meter	1	No Bid		No Bid
36.15	Couplings, Pack Joint	1	No Bid		No Bid
36.16	Couplings, Quick Connect	1	No Bid		No Bid

36.17	Couplings, Straight	1	No Bid		No Bid
36.18	Curb Stops	1	No Bid		No Bid
36.19	Elbows	1	No Bid		No Bid
36.20	Flanges, Bronze, Meter	1	No Bid		No Bid
36.21	Flanges, Oval Brass	1	No Bid		No Bid
36.22	Hose Bibs	1	No Bid		No Bid
36.23	Idler Pipes	1	No Bid		No Bid
36.24	Insert Stiffeners	1	No Bid		No Bid
36.25	Meter Stops	1	No Bid		No Bid
36.26	Nipples, Brass	1	No Bid		No Bid
36.27	Pieces, Branch	1	No Bid		No Bid
36.28	Plugs, Standard Brass	1	No Bid		No Bid
36.29	Poly-Adapters x Compression Brass	1	No Bid		No Bid
36.30	Reducer Bushings	1	No Bid		No Bid
36.31	Meter Resetters	1	No Bid		No Bid
36.32	Service Saddles	1	No Bid		No Bid
36.33	Tees	1	No Bid		No Bid
36.34	Tubing, Poly	1	No Bid		No Bid
36.35	Tubing, Copper	1	No Bid		No Bid
36.36	U-Branches	1	No Bid		No Bid
36.37	Valve Assemblies, Key Branch	1	No Bid		No Bid
36.38	Valves, Angle Meter	1	No Bid		No Bid
36.39	Valves, Ball Meter	1	No Bid		No Bid
36.40	Valves, Check	1	No Bid		No Bid
36.41	Valves, Gate	1	No Bid		No Bid
36.42	Washers, Rubber	1	No Bid		No Bid
36.43	Yokes	1	No Bid		No Bid
36.44	Megalugs	1	No Bid		No Bid
36.45	Grip Rings 4"-12"	1	No Bid		No Bid
36.46	Ductile Pipe 4” – 64”	1	No Bid		No Bid
36.47	Ductile Iron Fittings	1	No Bid		No Bid
36.48	Ductile Iron Caps	1	No Bid		No Bid
36.49	Ductile Iron Plugs	1	No Bid		No Bid
36.50	Backflow Preventers and Pressure Valves	1	No Bid		No Bid
36.51	Lead Free Brass Caps	1	No Bid		No Bid
36.52	Fire Hydrants	1	No Bid		No Bid
36.53	Fire Hydrants Accessories	1	No Bid		No Bid
36.54	Water Meters - Various Sizes		No Bid		No Bid
36.55	Water Meter Boxes - Various Sizes	1	5.0%		14.0%

36.56	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	5.0%		5.0%
36.57	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	5.0%		No Bid
36.58	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	12.0%		No Bid
37	**Manufacturer 36 - Pentek**		**No Bid**	**No Bid**	**No Bid**
37.1	Adapters Stainless	1			
37.2	Adapters, Meter	1			
37.3	Meter Boxes, Series A	1			
37.4	Meter Boxes,Series C	1			
37.5	Meter Boxes Series F	1			
37.6	Meter Boxes, Series J	1			
37.7	Clamps, Pipe, Stainless Steel	1			
37.8	Clamps, Repair, Stainless Steel with Stainless steel bolts	1			
37.9	Clamps, Repair, Stainless Steel with cast lugs	1			
37.10	Connectors, Hose	1			
37.11	Corporation Stops	1			
37.12	Couplings, Brass	1			
37.13	Couplings, Compression	1			
37.14	Couplings, Meter	1			
37.15	Couplings, Pack Joint	1			
37.16	Couplings, Quick Connect	1			
37.17	Couplings, Straight	1			
37.18	Curb Stops	1			
37.19	Elbows	1			
37.20	Flanges, Bronze, Meter	1			
37.21	Flanges, Oval Brass	1			
37.22	Hose Bibs	1			
37.23	Idler Pipes	1			
37.24	Insert Stiffeners	1			
37.25	Meter Stops	1			
37.26	Nipples, Brass	1			
37.27	Pieces, Branch	1			

37.28	Plugs, Standard Brass	1			
37.29	Poly-Adapters x Compression Brass	1			
37.30	Reducer Bushings	1			
37.31	Meter Resetters	1			
37.32	Service Saddles	1			
37.33	Tees	1			
37.34	Tubing, Poly	1			
37.35	Tubing, Copper	1			
37.36	U-Branches	1			
37.37	Valve Assemblies, Key Branch	1			
37.38	Valves, Angle Meter	1			
37.39	Valves, Ball Meter	1			
37.40	Valves, Check	1			
37.41	Valves, Gate	1			
37.42	Washers, Rubber	1			
37.43	Yokes	1			
37.44	Megalugs	1			
37.45	Grip Rings 4"-12"	1			
37.46	Ductile Pipe 4” – 64”	1			
37.47	Ductile Iron Fittings	1			
37.48	Ductile Iron Caps	1			
37.49	Ductile Iron Plugs	1			
37.50	Backflow Preventers and Pressure Valves	1			
37.51	Lead Free Brass Caps	1			
37.52	Fire Hydrants	1			
37.53	Fire Hydrants Accessories	1			
37.54	Water Meters - Various Sizes				
37.55	Water Meter Boxes - Various Sizes	1			
37.56	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1			
37.57	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1			
37.58	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1			
38	**Manufacturer 37 - PVC**		**$0.00**	**$0.00**	**$0.00**
38.1	Adapters Stainless	1	No Bid	No Bid	No Bid

38.2	Adapters, Meter	1	No Bid	No Bid	No Bid
38.3	Meter Boxes, Series A	1	No Bid	No Bid	No Bid
38.4	Meter Boxes,Series C	1	No Bid	No Bid	No Bid
38.5	Meter Boxes Series F	1	No Bid	No Bid	No Bid
38.6	Meter Boxes, Series J	1	No Bid	No Bid	No Bid
38.7	Clamps, Pipe, Stainless Steel	1	No Bid	No Bid	No Bid
38.8	Clamps, Repair, Stainless Steel with Stainless steel bolts	1	No Bid	No Bid	No Bid
38.9	Clamps, Repair, Stainless Steel with cast lugs	1	No Bid	No Bid	No Bid
38.10	Connectors, Hose	1	No Bid	No Bid	No Bid
38.11	Corporation Stops	1	No Bid	No Bid	No Bid
38.12	Couplings, Brass	1	No Bid	No Bid	No Bid
38.13	Couplings, Compression	1	25.0%	No Bid	No Bid
38.14	Couplings, Meter	1	No Bid	No Bid	No Bid
38.15	Couplings, Pack Joint	1	No Bid	No Bid	No Bid
38.16	Couplings, Quick Connect	1	No Bid	No Bid	No Bid
38.17	Couplings, Straight	1	25.0%	No Bid	No Bid
38.18	Curb Stops	1	25.0%	No Bid	No Bid
38.19	Elbows	1	25.0%	No Bid	No Bid
38.20	Flanges, Bronze, Meter	1	No Bid	No Bid	No Bid
38.21	Flanges, Oval Brass	1	No Bid	No Bid	No Bid
38.22	Hose Bibs	1	No Bid	No Bid	No Bid
38.23	Idler Pipes	1	No Bid	No Bid	No Bid
38.24	Insert Stiffeners	1	No Bid	No Bid	No Bid
38.25	Meter Stops	1	25.0%	No Bid	No Bid
38.26	Nipples, Brass	1	No Bid	No Bid	No Bid
38.27	Pieces, Branch	1	No Bid	No Bid	No Bid
38.28	Plugs, Standard Brass	1	No Bid	No Bid	No Bid
38.29	Poly-Adapters x Compression Brass	1	25.0%	No Bid	No Bid
38.30	Reducer Bushings	1	No Bid	No Bid	No Bid
38.31	Meter Resetters	1	No Bid	No Bid	No Bid
38.32	Service Saddles	1	20.0%	No Bid	No Bid
38.33	Tees	1	20.0%	No Bid	No Bid
38.34	Tubing, Poly	1	No Bid	No Bid	No Bid
38.35	Tubing, Copper	1	No Bid	No Bid	No Bid
38.36	U-Branches	1	No Bid	No Bid	No Bid
38.37	Valve Assemblies, Key Branch	1	No Bid	No Bid	No Bid
38.38	Valves, Angle Meter	1	No Bid	No Bid	No Bid

38.39	Valves, Ball Meter	1	No Bid	No Bid	No Bid
38.40	Valves, Check	1	No Bid	No Bid	No Bid
38.41	Valves, Gate	1	No Bid	No Bid	No Bid
38.42	Washers, Rubber	1	No Bid	No Bid	No Bid
38.43	Yokes	1	No Bid	No Bid	No Bid
38.44	Megalugs	1	No Bid	No Bid	No Bid
38.45	Grip Rings 4"-12"	1	No Bid	No Bid	No Bid
38.46	Ductile Pipe 4” – 64”	1	No Bid	No Bid	No Bid
38.47	Ductile Iron Fittings	1	20.0%	No Bid	No Bid
38.48	Ductile Iron Caps	1	20.0%	No Bid	No Bid
38.49	Ductile Iron Plugs	1	20.0%	No Bid	No Bid
38.50	Backflow Preventers and Pressure Valves	1	No Bid	No Bid	No Bid
38.51	Lead Free Brass Caps	1	No Bid	No Bid	No Bid
38.52	Fire Hydrants	1	No Bid	No Bid	No Bid
38.53	Fire Hydrants Accessories	1	No Bid	No Bid	No Bid
38.54	Water Meters - Various Sizes		No Bid	No Bid	No Bid
38.55	Water Meter Boxes - Various Sizes	1	No Bid	No Bid	No Bid
38.56	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	50.0%	0.0%	50.0%
38.57	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	70.0%	0.0%	70.0%
38.58	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	20.0%	No Bid	5.0%
39	**Manufacturer 38 - Romac Industries, Inc.**		**$0.00**	**$0.00**	**$0.00**
39.1	Adapters Stainless	1	No Bid	No Bid	No Bid
39.2	Adapters, Meter	1	No Bid	No Bid	No Bid
39.3	Meter Boxes, Series A	1	No Bid	No Bid	No Bid
39.4	Meter Boxes,Series C	1	No Bid	No Bid	No Bid
39.5	Meter Boxes Series F	1	No Bid	No Bid	No Bid
39.6	Meter Boxes, Series J	1	No Bid	No Bid	No Bid
39.7	Clamps, Pipe, Stainless Steel	1	25.0%	0.0%	20.0%
39.8	Clamps, Repair, Stainless Steel with Stainless steel bolts	1	25.0%	0.0%	20.0%
39.9	Clamps, Repair, Stainless Steel with cast lugs	1	25.0%	0.0%	20.0%

39.10	Connectors, Hose	1	No Bid	No Bid		No Bid	
39.11	Corporation Stops	1	No Bid	No Bid		No Bid	
39.12	Couplings, Brass	1	No Bid	No Bid		No Bid	
39.13	Couplings, Compression	1	25.0%	No Bid		No Bid	
39.14	Couplings, Meter	1	No Bid	No Bid		No Bid	
39.15	Couplings, Pack Joint	1	No Bid	No Bid		No Bid	
39.16	Couplings, Quick Connect	1	No Bid	No Bid		No Bid	
39.17	Couplings, Straight	1	No Bid	No Bid		No Bid	
39.18	Curb Stops	1	No Bid	No Bid		No Bid	
39.19	Elbows	1	No Bid	No Bid		No Bid	
39.20	Flanges, Bronze, Meter	1	No Bid	No Bid		No Bid	
39.21	Flanges, Oval Brass	1	No Bid	No Bid		No Bid	
39.22	Hose Bibs	1	No Bid	No Bid		No Bid	
39.23	Idler Pipes	1	No Bid	No Bid		No Bid	
39.24	Insert Stiffeners	1	25.0%	No Bid		No Bid	
39.25	Meter Stops	1	No Bid	No Bid		No Bid	
39.26	Nipples, Brass	1	No Bid	No Bid		No Bid	
39.27	Pieces, Branch	1	No Bid	No Bid		No Bid	
39.28	Plugs, Standard Brass	1	No Bid	No Bid		No Bid	
39.29	Poly-Adapters x Compression Brass	1	No Bid	No Bid		No Bid	
39.30	Reducer Bushings	1	No Bid	No Bid		No Bid	
39.31	Meter Resetters	1	No Bid	No Bid		No Bid	
39.32	Service Saddles	1	25.0%		0.0%		25.0%
39.33	Tees	1	25.0%	No Bid		No Bid	
39.34	Tubing, Poly	1	No Bid	No Bid		No Bid	
39.35	Tubing, Copper	1	No Bid	No Bid		No Bid	
39.36	U-Branches	1	No Bid	No Bid		No Bid	
39.37	Valve Assemblies, Key Branch	1	No Bid	No Bid		No Bid	
39.38	Valves, Angle Meter	1	No Bid	No Bid		No Bid	
39.39	Valves, Ball Meter	1	No Bid	No Bid		No Bid	
39.40	Valves, Check	1	No Bid	No Bid		No Bid	
39.41	Valves, Gate	1	No Bid	No Bid		No Bid	
39.42	Washers, Rubber	1	No Bid	No Bid		No Bid	
39.43	Yokes	1	No Bid	No Bid		No Bid	
39.44	Megalugs	1	No Bid		0.0%		30.0%
39.45	Grip Rings 4"-12"	1	25.0%		0.0%		30.0%
39.46	Ductile Pipe 4” – 64”	1	No Bid	No Bid		No Bid	
39.47	Ductile Iron Fittings	1	25.0%	No Bid		No Bid	
39.48	Ductile Iron Caps	1	25.0%	No Bid		No Bid	

39.49	Ductile Iron Plugs	1	No Bid	No Bid	No Bid
39.50	Backflow Preventers and Pressure Valves	1	No Bid	No Bid	No Bid
39.51	Lead Free Brass Caps	1	No Bid	No Bid	No Bid
39.52	Fire Hydrants	1	No Bid	No Bid	No Bid
39.53	Fire Hydrants Accessories	1	No Bid	No Bid	No Bid
39.54	Water Meters - Various Sizes		No Bid	No Bid	No Bid
39.55	Water Meter Boxes - Various Sizes	1	No Bid	No Bid	No Bid
39.56	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	5.0%	0.0%	25.0%
39.57	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	5.0%	No Bid	25.0%
39.58	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	25.0%	No Bid	10.0%
40	**Manufacturer 39 - Smith-Blair, Inc.**		**$0.00**	**$0.00**	**$0.00**
40.1	Adapters Stainless	1	No Bid	No Bid	No Bid
40.2	Adapters, Meter	1	No Bid	No Bid	No Bid
40.3	Meter Boxes, Series A	1	No Bid	No Bid	No Bid
40.4	Meter Boxes,Series C	1	No Bid	No Bid	No Bid
40.5	Meter Boxes Series F	1	No Bid	No Bid	No Bid
40.6	Meter Boxes, Series J	1	No Bid	No Bid	No Bid
40.7	Clamps, Pipe, Stainless Steel	1	40.0%	50.0%	30.0%
40.8	Clamps, Repair, Stainless Steel with Stainless steel bolts	1	40.0%	50.0%	30.0%
40.9	Clamps, Repair, Stainless Steel with cast lugs	1	40.0%	50.0%	30.0%
40.10	Connectors, Hose	1	No Bid	No Bid	No Bid
40.11	Corporation Stops	1	No Bid	No Bid	No Bid
40.12	Couplings, Brass	1	No Bid	No Bid	No Bid
40.13	Couplings, Compression	1	50.0%	56.0%	No Bid
40.14	Couplings, Meter	1	No Bid	59.0%	No Bid
40.15	Couplings, Pack Joint	1	No Bid	No Bid	No Bid
40.16	Couplings, Quick Connect	1	30.0%	No Bid	No Bid
40.17	Couplings, Straight	1	No Bid	No Bid	No Bid
40.18	Curb Stops	1	No Bid	No Bid	No Bid
40.19	Elbows	1	No Bid	No Bid	No Bid
40.20	Flanges, Bronze, Meter	1	No Bid	No Bid	No Bid

40.21	Flanges, Oval Brass	1	No Bid	No Bid	No Bid	
40.22	Hose Bibs	1	No Bid	No Bid	No Bid	
40.23	Idler Pipes	1	No Bid	No Bid	No Bid	
40.24	Insert Stiffeners	1	No Bid	No Bid	No Bid	
40.25	Meter Stops	1	No Bid	No Bid	No Bid	
40.26	Nipples, Brass	1	No Bid	No Bid	No Bid	
40.27	Pieces, Branch	1	No Bid	No Bid	No Bid	
40.28	Plugs, Standard Brass	1	No Bid	No Bid	No Bid	
40.29	Poly-Adapters x Compression Brass	1	No Bid	No Bid	No Bid	
40.30	Reducer Bushings	1	No Bid	No Bid	No Bid	
40.31	Meter Resetters	1	No Bid	No Bid	No Bid	
40.32	Service Saddles	1	40.0%	No Bid		30.0%
40.33	Tees	1	No Bid	No Bid	No Bid	
40.34	Tubing, Poly	1	No Bid	No Bid	No Bid	
40.35	Tubing, Copper	1	No Bid	No Bid	No Bid	
40.36	U-Branches	1	No Bid	No Bid	No Bid	
40.37	Valve Assemblies, Key Branch	1	No Bid	No Bid	No Bid	
40.38	Valves, Angle Meter	1	No Bid	No Bid	No Bid	
40.39	Valves, Ball Meter	1	No Bid	No Bid	No Bid	
40.40	Valves, Check	1	No Bid	No Bid	No Bid	
40.41	Valves, Gate	1	No Bid	No Bid	No Bid	
40.42	Washers, Rubber	1	No Bid	No Bid	No Bid	
40.43	Yokes	1	No Bid	No Bid	No Bid	
40.44	Megalugs	1	No Bid	No Bid	No Bid	
40.45	Grip Rings 4"-12"	1	No Bid	No Bid	No Bid	
40.46	Ductile Pipe 4” – 64”	1	No Bid	No Bid	No Bid	
40.47	Ductile Iron Fittings	1	No Bid	No Bid	No Bid	
40.48	Ductile Iron Caps	1	No Bid	No Bid	No Bid	
40.49	Ductile Iron Plugs	1	No Bid	No Bid	No Bid	
40.50	Backflow Preventers and Pressure Valves	1	No Bid	No Bid	No Bid	
40.51	Lead Free Brass Caps	1	No Bid	No Bid	No Bid	
40.52	Fire Hydrants	1	No Bid	No Bid	No Bid	
40.53	Fire Hydrants Accessories	1	No Bid	No Bid	No Bid	
40.54	Water Meters - Various Sizes		No Bid	No Bid	No Bid	
40.55	Water Meter Boxes - Various Sizes	1	No Bid	No Bid	No Bid	
40.56	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	50.0%	46.0%		5.0%

40.57	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	50.0%	50.0%	No Bid	
40.58	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	30.0%	33.0%	No Bid	
41	**Manufacturer 40 - Spears Manufacturing Co**		**$0.00**	**$0.00**		**$0.00**
41.1	Adapters Stainless	1	No Bid	No Bid	No Bid	
41.2	Adapters, Meter	1	No Bid	No Bid	No Bid	
41.3	Meter Boxes, Series A	1	No Bid	No Bid	No Bid	
41.4	Meter Boxes,Series C	1	No Bid	No Bid	No Bid	
41.5	Meter Boxes Series F	1	No Bid	No Bid	No Bid	
41.6	Meter Boxes, Series J	1	No Bid	No Bid	No Bid	
41.7	Clamps, Pipe, Stainless Steel	1	No Bid	No Bid	No Bid	
41.8	Clamps, Repair, Stainless Steel with Stainless steel bolts	1	No Bid	No Bid	No Bid	
41.9	Clamps, Repair, Stainless Steel with cast lugs	1	No Bid	No Bid	No Bid	
41.10	Connectors, Hose	1	70.0%	No Bid	No Bid	
41.11	Corporation Stops	1	No Bid	No Bid	No Bid	
41.12	Couplings, Brass	1	No Bid	No Bid	No Bid	
41.13	Couplings, Compression	1	60.0%	No Bid	No Bid	
41.14	Couplings, Meter	1	No Bid	No Bid	No Bid	
41.15	Couplings, Pack Joint	1	No Bid	No Bid	No Bid	
41.16	Couplings, Quick Connect	1	No Bid	No Bid	No Bid	
41.17	Couplings, Straight	1	No Bid	No Bid	No Bid	
41.18	Curb Stops	1	No Bid	No Bid	No Bid	
41.19	Elbows	1	70.0%	0.0%	No Bid	
41.20	Flanges, Bronze, Meter	1	No Bid	No Bid	No Bid	
41.21	Flanges, Oval Brass	1	No Bid	No Bid	No Bid	
41.22	Hose Bibs	1	No Bid	No Bid	No Bid	
41.23	Idler Pipes	1	No Bid	No Bid	No Bid	
41.24	Insert Stiffeners	1	No Bid	No Bid	No Bid	
41.25	Meter Stops	1	No Bid	No Bid	No Bid	
41.26	Nipples, Brass	1	No Bid	No Bid	No Bid	
41.27	Pieces, Branch	1	No Bid	No Bid	No Bid	
41.28	Plugs, Standard Brass	1	No Bid	No Bid	No Bid	
41.29	Poly-Adapters x Compression Brass	1	No Bid	No Bid	No Bid	
41.30	Reducer Bushings	1	No Bid	0.0%	No Bid	

41.31	Meter Resetters	1	No Bid	No Bid	No Bid
41.32	Service Saddles	1	50.0%	No Bid	No Bid
41.33	Tees	1	70.0%	0.0%	No Bid
41.34	Tubing, Poly	1	No Bid	No Bid	No Bid
41.35	Tubing, Copper	1	No Bid	No Bid	No Bid
41.36	U-Branches	1	No Bid	No Bid	No Bid
41.37	Valve Assemblies, Key Branch	1	No Bid	No Bid	No Bid
41.38	Valves, Angle Meter	1	No Bid	No Bid	No Bid
41.39	Valves, Ball Meter	1	No Bid	0.0%	No Bid
41.40	Valves, Check	1	50.0%	0.0%	No Bid
41.41	Valves, Gate	1	No Bid	0.0%	No Bid
41.42	Washers, Rubber	1	No Bid	No Bid	No Bid
41.43	Yokes	1	No Bid	No Bid	No Bid
41.44	Megalugs	1	No Bid	No Bid	No Bid
41.45	Grip Rings 4"-12"	1	No Bid	No Bid	No Bid
41.46	Ductile Pipe 4” – 64”	1	No Bid	No Bid	No Bid
41.47	Ductile Iron Fittings	1	No Bid	No Bid	No Bid
41.48	Ductile Iron Caps	1	No Bid	No Bid	No Bid
41.49	Ductile Iron Plugs	1	No Bid	No Bid	No Bid
41.50	Backflow Preventers and Pressure Valves	1	No Bid	No Bid	No Bid
41.51	Lead Free Brass Caps	1	No Bid	No Bid	No Bid
41.52	Fire Hydrants	1	No Bid	No Bid	No Bid
41.53	Fire Hydrants Accessories	1	No Bid	No Bid	No Bid
41.54	Water Meters - Various Sizes		No Bid	No Bid	No Bid
41.55	Water Meter Boxes - Various Sizes	1	No Bid	No Bid	No Bid
41.56	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	70.0%	0.0%	50.0%
41.57	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	50.0%	0.0%	
41.58	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	No Bid	No Bid	
42	**Manufacturer 41 - Star Pipe Products**		**$0.00**	**$0.00**	**$0.00**
42.1	Adapters Stainless	1	No Bid	No Bid	No Bid
42.2	Adapters, Meter	1	No Bid	No Bid	No Bid
42.3	Meter Boxes, Series A	1	No Bid	No Bid	No Bid
42.4	Meter Boxes,Series C	1	No Bid	No Bid	No Bid

42.5	Meter Boxes Series F	1	No Bid	No Bid	No Bid
42.6	Meter Boxes, Series J	1	No Bid	No Bid	No Bid
42.7	Clamps, Pipe, Stainless Steel	1	No Bid	No Bid	No Bid
42.8	Clamps, Repair, Stainless Steel with Stainless steel bolts	1	No Bid	No Bid	No Bid
42.9	Clamps, Repair, Stainless Steel with cast lugs	1	No Bid	No Bid	No Bid
42.10	Connectors, Hose	1	No Bid	No Bid	No Bid
42.11	Corporation Stops	1	No Bid	No Bid	No Bid
42.12	Couplings, Brass	1	No Bid	No Bid	No Bid
42.13	Couplings, Compression	1	No Bid	No Bid	No Bid
42.14	Couplings, Meter	1	No Bid	No Bid	No Bid
42.15	Couplings, Pack Joint	1	No Bid	No Bid	No Bid
42.16	Couplings, Quick Connect	1	No Bid	No Bid	No Bid
42.17	Couplings, Straight	1	No Bid	No Bid	No Bid
42.18	Curb Stops	1	No Bid	No Bid	No Bid
42.19	Elbows	1	No Bid	No Bid	No Bid
42.20	Flanges, Bronze, Meter	1	No Bid	No Bid	No Bid
42.21	Flanges, Oval Brass	1	No Bid	No Bid	No Bid
42.22	Hose Bibs	1	No Bid	No Bid	No Bid
42.23	Idler Pipes	1	No Bid	No Bid	No Bid
42.24	Insert Stiffeners	1	No Bid	No Bid	No Bid
42.25	Meter Stops	1	No Bid	No Bid	No Bid
42.26	Nipples, Brass	1	No Bid	No Bid	No Bid
42.27	Pieces, Branch	1	No Bid	No Bid	No Bid
42.28	Plugs, Standard Brass	1	No Bid	No Bid	No Bid
42.29	Poly-Adapters x Compression Brass	1	No Bid	No Bid	No Bid
42.30	Reducer Bushings	1	No Bid	No Bid	No Bid
42.31	Meter Resetters	1	No Bid	No Bid	No Bid
42.32	Service Saddles	1	No Bid	No Bid	No Bid
42.33	Tees	1	No Bid	No Bid	No Bid
42.34	Tubing, Poly	1	No Bid	No Bid	No Bid
42.35	Tubing, Copper	1	No Bid	No Bid	No Bid
42.36	U-Branches	1	No Bid	No Bid	No Bid
42.37	Valve Assemblies, Key Branch	1	No Bid	No Bid	No Bid
42.38	Valves, Angle Meter	1	No Bid	No Bid	No Bid
42.39	Valves, Ball Meter	1	No Bid	No Bid	No Bid
42.40	Valves, Check	1	No Bid	No Bid	No Bid
42.41	Valves, Gate	1	No Bid	No Bid	No Bid

42.42	Washers, Rubber	1	No Bid	No Bid		No Bid	
42.43	Yokes	1	No Bid	No Bid		No Bid	
42.44	Megalugs	1	30.0%		53.0%		20.0%
42.45	Grip Rings 4"-12"	1	30.0%	No Bid		No Bid	
42.46	Ductile Pipe 4” – 64”	1	No Bid	No Bid		No Bid	
42.47	Ductile Iron Fittings	1	35.0%		40.0%		20.0%
42.48	Ductile Iron Caps	1	35.0%		40.0%	No Bid	
42.49	Ductile Iron Plugs	1	35.0%		40.0%	No Bid	
42.50	Backflow Preventers and Pressure Valves	1	No Bid	No Bid		No Bid	
42.51	Lead Free Brass Caps	1	No Bid	No Bid		No Bid	
42.52	Fire Hydrants	1	No Bid	No Bid		No Bid	
42.53	Fire Hydrants Accessories	1	No Bid	No Bid		No Bid	
42.54	Water Meters - Various Sizes		No Bid	No Bid		No Bid	
42.55	Water Meter Boxes - Various Sizes	1	No Bid	No Bid		No Bid	
42.56	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	5.0%	No Bid			20.0%
42.57	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	5.0%	No Bid			1.0%
42.58	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	30.0%	No Bid			
43	**Manufacturer 42 - Total Piping Solutions, Inc.**		**$0.00**		**$0.00**		**$0.00**
43.1	Adapters Stainless	1	No Bid	No Bid		No Bid	
43.2	Adapters, Meter	1	No Bid	No Bid		No Bid	
43.3	Meter Boxes, Series A	1	No Bid	No Bid		No Bid	
43.4	Meter Boxes,Series C	1	No Bid	No Bid		No Bid	
43.5	Meter Boxes Series F	1	No Bid	No Bid		No Bid	
43.6	Meter Boxes, Series J	1	No Bid	No Bid		No Bid	
43.7	Clamps, Pipe, Stainless Steel	1	35.0%		0.0%		30.0%
43.8	Clamps, Repair, Stainless Steel with Stainless steel bolts	1	35.0%		0.0%		30.0%
43.9	Clamps, Repair, Stainless Steel with cast lugs	1	35.0%		0.0%		30.0%
43.10	Connectors, Hose	1	No Bid	No Bid		No Bid	
43.11	Corporation Stops	1	No Bid	No Bid		No Bid	
43.12	Couplings, Brass	1	No Bid	No Bid		No Bid	

43.13	Couplings, Compression	1	35.0%	0.0%	30.0%
43.14	Couplings, Meter	1	No Bid	No Bid	No Bid
43.15	Couplings, Pack Joint	1	No Bid	No Bid	No Bid
43.16	Couplings, Quick Connect	1	No Bid	No Bid	No Bid
43.17	Couplings, Straight	1	35.0%	No Bid	No Bid
43.18	Curb Stops	1	No Bid	No Bid	No Bid
43.19	Elbows	1	No Bid	No Bid	No Bid
43.20	Flanges, Bronze, Meter	1	No Bid	No Bid	No Bid
43.21	Flanges, Oval Brass	1	35.0%	No Bid	No Bid
43.22	Hose Bibs	1	No Bid	No Bid	No Bid
43.23	Idler Pipes	1	No Bid	No Bid	No Bid
43.24	Insert Stiffeners	1	No Bid	No Bid	No Bid
43.25	Meter Stops	1	No Bid	No Bid	No Bid
43.26	Nipples, Brass	1	No Bid	No Bid	No Bid
43.27	Pieces, Branch	1	No Bid	No Bid	No Bid
43.28	Plugs, Standard Brass	1	No Bid	No Bid	No Bid
43.29	Poly-Adapters x Compression Brass	1	No Bid	No Bid	No Bid
43.30	Reducer Bushings	1	No Bid	No Bid	No Bid
43.31	Meter Resetters	1	No Bid	No Bid	No Bid
43.32	Service Saddles	1	35.0%	0.0%	20.0%
43.33	Tees	1	No Bid	No Bid	No Bid
43.34	Tubing, Poly	1	No Bid	No Bid	No Bid
43.35	Tubing, Copper	1	No Bid	No Bid	No Bid
43.36	U-Branches	1	No Bid	No Bid	No Bid
43.37	Valve Assemblies, Key Branch	1	No Bid	No Bid	No Bid
43.38	Valves, Angle Meter	1	No Bid	No Bid	No Bid
43.39	Valves, Ball Meter	1	No Bid	No Bid	No Bid
43.40	Valves, Check	1	No Bid	No Bid	No Bid
43.41	Valves, Gate	1	No Bid	No Bid	No Bid
43.42	Washers, Rubber	1	No Bid	No Bid	No Bid
43.43	Yokes	1	No Bid	No Bid	No Bid
43.44	Megalugs	1	No Bid	No Bid	No Bid
43.45	Grip Rings 4"-12"	1	No Bid	No Bid	No Bid
43.46	Ductile Pipe 4” – 64”	1	No Bid	No Bid	No Bid
43.47	Ductile Iron Fittings	1	No Bid	No Bid	No Bid
43.48	Ductile Iron Caps	1	No Bid	No Bid	No Bid
43.49	Ductile Iron Plugs	1	No Bid	No Bid	No Bid
43.50	Backflow Preventers and Pressure Valves	1	No Bid	No Bid	No Bid
43.51	Lead Free Brass Caps	1	No Bid	No Bid	No Bid

43.52	Fire Hydrants	1	No Bid	No Bid	No Bid
43.53	Fire Hydrants Accessories	1	No Bid	No Bid	No Bid
43.54	Water Meters - Various Sizes		No Bid	No Bid	No Bid
43.55	Water Meter Boxes - Various Sizes	1	No Bid	No Bid	No Bid
43.56	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	30.0%	No Bid	No Bid
43.57	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	No Bid	No Bid	No Bid
43.58	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	No Bid	No Bid	No Bid
44	**Manufacturer 43 - Trumbull Industries, Inc.**		**$0.00**	**$0.00**	**No Bid**
44.1	Adapters Stainless	1	No Bid	No Bid	
44.2	Adapters, Meter	1	20.0%	No Bid	
44.3	Meter Boxes, Series A	1	20.0%	No Bid	
44.4	Meter Boxes,Series C	1	No Bid	No Bid	
44.5	Meter Boxes Series F	1	No Bid	No Bid	
44.6	Meter Boxes, Series J	1	No Bid	No Bid	
44.7	Clamps, Pipe, Stainless Steel	1	20.0%	No Bid	
44.8	Clamps, Repair, Stainless Steel with Stainless steel bolts	1	20.0%	No Bid	
44.9	Clamps, Repair, Stainless Steel with cast lugs	1	20.0%	No Bid	
44.10	Connectors, Hose	1	No Bid	No Bid	
44.11	Corporation Stops	1	No Bid	No Bid	
44.12	Couplings, Brass	1	No Bid	No Bid	
44.13	Couplings, Compression	1	No Bid	No Bid	
44.14	Couplings, Meter	1	20.0%	No Bid	
44.15	Couplings, Pack Joint	1	No Bid	No Bid	
44.16	Couplings, Quick Connect	1	No Bid	No Bid	
44.17	Couplings, Straight	1	No Bid	No Bid	
44.18	Curb Stops	1	No Bid	No Bid	
44.19	Elbows	1	No Bid	No Bid	
44.20	Flanges, Bronze, Meter	1	20.0%	No Bid	
44.21	Flanges, Oval Brass	1	20.0%	No Bid	
44.22	Hose Bibs	1	No Bid	No Bid	
44.23	Idler Pipes	1	No Bid	No Bid	

44.24	Insert Stiffeners	1	No Bid	No Bid	
44.25	Meter Stops	1	No Bid	No Bid	
44.26	Nipples, Brass	1	No Bid	No Bid	
44.27	Pieces, Branch	1	No Bid	No Bid	
44.28	Plugs, Standard Brass	1	No Bid	No Bid	
44.29	Poly-Adapters x Compression Brass	1	No Bid	No Bid	
44.30	Reducer Bushings	1	No Bid	No Bid	
44.31	Meter Resetters	1	No Bid	No Bid	
44.32	Service Saddles	1	No Bid	No Bid	
44.33	Tees	1	No Bid	No Bid	
44.34	Tubing, Poly	1	No Bid	No Bid	
44.35	Tubing, Copper	1	No Bid	No Bid	
44.36	U-Branches	1	No Bid	No Bid	
44.37	Valve Assemblies, Key Branch	1	No Bid	No Bid	
44.38	Valves, Angle Meter	1	No Bid	No Bid	
44.39	Valves, Ball Meter	1	No Bid	No Bid	
44.40	Valves, Check	1	No Bid	No Bid	
44.41	Valves, Gate	1	No Bid	No Bid	
44.42	Washers, Rubber	1	20.0%	No Bid	
44.43	Yokes	1	20.0%	No Bid	
44.44	Megalugs	1	No Bid	No Bid	
44.45	Grip Rings 4"-12"	1	No Bid	No Bid	
44.46	Ductile Pipe 4” – 64”	1	No Bid	No Bid	
44.47	Ductile Iron Fittings	1	No Bid	No Bid	
44.48	Ductile Iron Caps	1	No Bid	No Bid	
44.49	Ductile Iron Plugs	1	No Bid	No Bid	
44.50	Backflow Preventers and Pressure Valves	1	No Bid	No Bid	
44.51	Lead Free Brass Caps	1	20.0%	No Bid	
44.52	Fire Hydrants	1	No Bid	No Bid	
44.53	Fire Hydrants Accessories	1	20.0%	No Bid	
44.54	Water Meters - Various Sizes		No Bid	No Bid	
44.55	Water Meter Boxes - Various Sizes	1	20.0%	No Bid	
44.56	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	20.0%	33.0%	
44.57	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	No Bid	No Bid	

44.58	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	No Bid	No Bid	
45	**Manufacturer 44 - Tyler Union**		**$0.00**	**$0.00**	**$0.00**
45.1	Adapters Stainless	1	No Bid	No Bid	No Bid
45.2	Adapters, Meter	1	No Bid	No Bid	No Bid
45.3	Meter Boxes, Series A	1	No Bid	No Bid	No Bid
45.4	Meter Boxes,Series C	1	No Bid	No Bid	No Bid
45.5	Meter Boxes Series F	1	No Bid	No Bid	No Bid
45.6	Meter Boxes, Series J	1	No Bid	No Bid	No Bid
45.7	Clamps, Pipe, Stainless Steel	1	No Bid	No Bid	No Bid
45.8	Clamps, Repair, Stainless Steel with Stainless steel bolts	1	No Bid	No Bid	No Bid
45.9	Clamps, Repair, Stainless Steel with cast lugs	1	No Bid	No Bid	No Bid
45.10	Connectors, Hose	1	No Bid	No Bid	No Bid
45.11	Corporation Stops	1	No Bid	No Bid	No Bid
45.12	Couplings, Brass	1	No Bid	No Bid	No Bid
45.13	Couplings, Compression	1	No Bid	No Bid	No Bid
45.14	Couplings, Meter	1	No Bid	No Bid	No Bid
45.15	Couplings, Pack Joint	1	No Bid	No Bid	No Bid
45.16	Couplings, Quick Connect	1	No Bid	No Bid	No Bid
45.17	Couplings, Straight	1	No Bid	No Bid	No Bid
45.18	Curb Stops	1	No Bid	No Bid	No Bid
45.19	Elbows	1	5.0%	No Bid	No Bid
45.20	Flanges, Bronze, Meter	1	No Bid	No Bid	No Bid
45.21	Flanges, Oval Brass	1	No Bid	No Bid	No Bid
45.22	Hose Bibs	1	No Bid	No Bid	No Bid
45.23	Idler Pipes	1	No Bid	No Bid	No Bid
45.24	Insert Stiffeners	1	No Bid	No Bid	No Bid
45.25	Meter Stops	1	No Bid	No Bid	No Bid
45.26	Nipples, Brass	1	No Bid	No Bid	No Bid
45.27	Pieces, Branch	1	No Bid	No Bid	No Bid
45.28	Plugs, Standard Brass	1	No Bid	No Bid	No Bid
45.29	Poly-Adapters x Compression Brass	1	No Bid	No Bid	No Bid
45.30	Reducer Bushings	1	No Bid	No Bid	No Bid
45.31	Meter Resetters	1	No Bid	No Bid	No Bid
45.32	Service Saddles	1	No Bid	No Bid	No Bid
45.33	Tees	1	5.0%	No Bid	No Bid

45.34	Tubing, Poly	1	No Bid	No Bid	No Bid	
45.35	Tubing, Copper	1	No Bid	No Bid	No Bid	
45.36	U-Branches	1	No Bid	No Bid	No Bid	
45.37	Valve Assemblies, Key Branch	1	No Bid	No Bid	No Bid	
45.38	Valves, Angle Meter	1	No Bid	No Bid	No Bid	
45.39	Valves, Ball Meter	1	No Bid	No Bid	No Bid	
45.40	Valves, Check	1	No Bid	No Bid	No Bid	
45.41	Valves, Gate	1	No Bid	No Bid	No Bid	
45.42	Washers, Rubber	1	No Bid	No Bid	No Bid	
45.43	Yokes	1	No Bid	No Bid	No Bid	
45.44	Megalugs	1	30.0%	No Bid		30.0%
45.45	Grip Rings 4"-12"	1	30.0%	No Bid	No Bid	
45.46	Ductile Pipe 4” – 64”	1	No Bid	No Bid	No Bid	
45.47	Ductile Iron Fittings	1	5.0%	0.0%		20.0%
45.48	Ductile Iron Caps	1	5.0%	0.0%		20.0%
45.49	Ductile Iron Plugs	1	5.0%	0.0%		20.0%
45.50	Backflow Preventers and Pressure Valves	1	No Bid	No Bid	No Bid	
45.51	Lead Free Brass Caps	1	No Bid	No Bid	No Bid	
45.52	Fire Hydrants	1	No Bid	No Bid	No Bid	
45.53	Fire Hydrants Accessories	1	No Bid	No Bid	No Bid	
45.54	Water Meters - Various Sizes		No Bid	No Bid	No Bid	
45.55	Water Meter Boxes - Various Sizes	1	No Bid	No Bid	No Bid	
45.56	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	30.0%	No Bid		1.0%
45.57	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	30.0%	No Bid		5.0%
45.58	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	5.0%	No Bid	No Bid	
46	**Manufacturer 45 - Union Foundry**		**$0.00**	**No Bid**	**No Bid**	
46.1	Adapters Stainless	1	No Bid			
46.2	Adapters, Meter	1	No Bid			
46.3	Meter Boxes, Series A	1	No Bid			
46.4	Meter Boxes,Series C	1	No Bid			
46.5	Meter Boxes Series F	1	No Bid			
46.6	Meter Boxes, Series J	1	No Bid			
46.7	Clamps, Pipe, Stainless Steel	1	No Bid			

46.8	Clamps, Repair, Stainless Steel with Stainless steel bolts	1	No Bid		
46.9	Clamps, Repair, Stainless Steel with cast lugs	1	No Bid		
46.10	Connectors, Hose	1	No Bid		
46.11	Corporation Stops	1	No Bid		
46.12	Couplings, Brass	1	No Bid		
46.13	Couplings, Compression	1	No Bid		
46.14	Couplings, Meter	1	No Bid		
46.15	Couplings, Pack Joint	1	No Bid		
46.16	Couplings, Quick Connect	1	No Bid		
46.17	Couplings, Straight	1	5.0%		
46.18	Curb Stops	1	No Bid		
46.19	Elbows	1	5.0%		
46.20	Flanges, Bronze, Meter	1	No Bid		
46.21	Flanges, Oval Brass	1	No Bid		
46.22	Hose Bibs	1	No Bid		
46.23	Idler Pipes	1	No Bid		
46.24	Insert Stiffeners	1	No Bid		
46.25	Meter Stops	1	No Bid		
46.26	Nipples, Brass	1	No Bid		
46.27	Pieces, Branch	1	No Bid		
46.28	Plugs, Standard Brass	1	No Bid		
46.29	Poly-Adapters x Compression Brass	1	No Bid		
46.30	Reducer Bushings	1	No Bid		
46.31	Meter Resetters	1	No Bid		
46.32	Service Saddles	1	No Bid		
46.33	Tees	1	5.0%		
46.34	Tubing, Poly	1	No Bid		
46.35	Tubing, Copper	1	No Bid		
46.36	U-Branches	1	No Bid		
46.37	Valve Assemblies, Key Branch	1	No Bid		
46.38	Valves, Angle Meter	1	No Bid		
46.39	Valves, Ball Meter	1	No Bid		
46.40	Valves, Check	1	No Bid		
46.41	Valves, Gate	1	No Bid		
46.42	Washers, Rubber	1	No Bid		
46.43	Yokes	1	No Bid		
46.44	Megalugs	1	30.0%		

46.45	Grip Rings 4"-12"	1	30.0%		
46.46	Ductile Pipe 4” – 64”	1	No Bid		
46.47	Ductile Iron Fittings	1	5.0%		
46.48	Ductile Iron Caps	1	5.0%		
46.49	Ductile Iron Plugs	1	5.0%		
46.50	Backflow Preventers and Pressure Valves	1	No Bid		
46.51	Lead Free Brass Caps	1	No Bid		
46.52	Fire Hydrants	1	No Bid		
46.53	Fire Hydrants Accessories	1	No Bid		
46.54	Water Meters - Various Sizes		No Bid		
46.55	Water Meter Boxes - Various Sizes	1	No Bid		
46.56	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	5.0%		
46.57	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	30.0%		
46.58	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	30.0%		
47	**Manufacturer 46 - US Pipe**		**No Bid**	**$0.00**	**$0.00**
47.1	Adapters Stainless	1		No Bid	No Bid
47.2	Adapters, Meter	1		No Bid	No Bid
47.3	Meter Boxes, Series A	1		No Bid	No Bid
47.4	Meter Boxes,Series C	1		No Bid	No Bid
47.5	Meter Boxes Series F	1		No Bid	No Bid
47.6	Meter Boxes, Series J	1		No Bid	No Bid
47.7	Clamps, Pipe, Stainless Steel	1		No Bid	No Bid
47.8	Clamps, Repair, Stainless Steel with Stainless steel bolts	1		No Bid	No Bid
47.9	Clamps, Repair, Stainless Steel with cast lugs	1		No Bid	No Bid
47.10	Connectors, Hose	1		No Bid	No Bid
47.11	Corporation Stops	1		No Bid	No Bid
47.12	Couplings, Brass	1		No Bid	No Bid
47.13	Couplings, Compression	1		No Bid	No Bid
47.14	Couplings, Meter	1		No Bid	No Bid
47.15	Couplings, Pack Joint	1		No Bid	No Bid
47.16	Couplings, Quick Connect	1		No Bid	No Bid

47.17	Couplings, Straight	1		No Bid	No Bid
47.18	Curb Stops	1		No Bid	No Bid
47.19	Elbows	1		No Bid	No Bid
47.20	Flanges, Bronze, Meter	1		No Bid	No Bid
47.21	Flanges, Oval Brass	1		No Bid	No Bid
47.22	Hose Bibs	1		No Bid	No Bid
47.23	Idler Pipes	1		No Bid	No Bid
47.24	Insert Stiffeners	1		No Bid	No Bid
47.25	Meter Stops	1		No Bid	No Bid
47.26	Nipples, Brass	1		No Bid	No Bid
47.27	Pieces, Branch	1		No Bid	No Bid
47.28	Plugs, Standard Brass	1		No Bid	No Bid
47.29	Poly-Adapters x Compression Brass	1		No Bid	No Bid
47.30	Reducer Bushings	1		No Bid	No Bid
47.31	Meter Resetters	1		No Bid	No Bid
47.32	Service Saddles	1		No Bid	No Bid
47.33	Tees	1		No Bid	No Bid
47.34	Tubing, Poly	1		No Bid	No Bid
47.35	Tubing, Copper	1		No Bid	No Bid
47.36	U-Branches	1		No Bid	No Bid
47.37	Valve Assemblies, Key Branch	1		No Bid	No Bid
47.38	Valves, Angle Meter	1		No Bid	No Bid
47.39	Valves, Ball Meter	1		No Bid	No Bid
47.40	Valves, Check	1		No Bid	No Bid
47.41	Valves, Gate	1		No Bid	No Bid
47.42	Washers, Rubber	1		No Bid	No Bid
47.43	Yokes	1		No Bid	No Bid
47.44	Megalugs	1		No Bid	No Bid
47.45	Grip Rings 4"-12"	1		No Bid	No Bid
47.46	Ductile Pipe 4” – 64”	1		0.0%	40.0%
47.47	Ductile Iron Fittings	1		No Bid	No Bid
47.48	Ductile Iron Caps	1		No Bid	No Bid
47.49	Ductile Iron Plugs	1		No Bid	No Bid
47.50	Backflow Preventers and Pressure Valves	1		No Bid	No Bid
47.51	Lead Free Brass Caps	1		No Bid	No Bid
47.52	Fire Hydrants	1		No Bid	No Bid
47.53	Fire Hydrants Accessories	1		No Bid	No Bid
47.54	Water Meters - Various Sizes			No Bid	No Bid
47.55	Water Meter Boxes - Various Sizes	1		No Bid	No Bid

47.56	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1		No Bid	No Bid
47.57	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1		No Bid	No Bid
47.58	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1		No Bid	No Bid
48	**Manufacturer 47 - Watts**		**$0.00**	**$0.00**	**$0.00**
48.1	Adapters Stainless	1	No Bid	No Bid	No Bid
48.2	Adapters, Meter	1	No Bid	No Bid	No Bid
48.3	Meter Boxes, Series A	1	No Bid	No Bid	No Bid
48.4	Meter Boxes,Series C	1	No Bid	No Bid	No Bid
48.5	Meter Boxes Series F	1	No Bid	No Bid	No Bid
48.6	Meter Boxes, Series J	1	No Bid	No Bid	No Bid
48.7	Clamps, Pipe, Stainless Steel	1	No Bid	No Bid	No Bid
48.8	Clamps, Repair, Stainless Steel with Stainless steel bolts	1	No Bid	No Bid	No Bid
48.9	Clamps, Repair, Stainless Steel with cast lugs	1	No Bid	No Bid	No Bid
48.10	Connectors, Hose	1	No Bid	No Bid	No Bid
48.11	Corporation Stops	1	No Bid	No Bid	No Bid
48.12	Couplings, Brass	1	No Bid	No Bid	No Bid
48.13	Couplings, Compression	1	No Bid	No Bid	No Bid
48.14	Couplings, Meter	1	No Bid	No Bid	No Bid
48.15	Couplings, Pack Joint	1	No Bid	No Bid	No Bid
48.16	Couplings, Quick Connect	1	No Bid	No Bid	No Bid
48.17	Couplings, Straight	1	No Bid	No Bid	No Bid
48.18	Curb Stops	1	No Bid	No Bid	No Bid
48.19	Elbows	1	No Bid	No Bid	No Bid
48.20	Flanges, Bronze, Meter	1	No Bid	No Bid	No Bid
48.21	Flanges, Oval Brass	1	No Bid	No Bid	No Bid
48.22	Hose Bibs	1	No Bid	No Bid	No Bid
48.23	Idler Pipes	1	No Bid	No Bid	No Bid
48.24	Insert Stiffeners	1	No Bid	No Bid	No Bid
48.25	Meter Stops	1	No Bid	No Bid	No Bid
48.26	Nipples, Brass	1	No Bid	No Bid	No Bid
48.27	Pieces, Branch	1	No Bid	No Bid	No Bid

48.28	Plugs, Standard Brass	1	No Bid	No Bid	No Bid
48.29	Poly-Adapters x Compression Brass	1	No Bid	No Bid	No Bid
48.30	Reducer Bushings	1	No Bid	No Bid	No Bid
48.31	Meter Resetters	1	No Bid	No Bid	No Bid
48.32	Service Saddles	1	No Bid	No Bid	No Bid
48.33	Tees	1	No Bid	No Bid	No Bid
48.34	Tubing, Poly	1	No Bid	No Bid	No Bid
48.35	Tubing, Copper	1	No Bid	No Bid	No Bid
48.36	U-Branches	1	No Bid	No Bid	No Bid
48.37	Valve Assemblies, Key Branch	1	No Bid	No Bid	No Bid
48.38	Valves, Angle Meter	1	No Bid	No Bid	No Bid
48.39	Valves, Ball Meter	1	No Bid	No Bid	No Bid
48.40	Valves, Check	1	35.0%	No Bid	No Bid
48.41	Valves, Gate	1	35.0%	No Bid	No Bid
48.42	Washers, Rubber	1	No Bid	No Bid	No Bid
48.43	Yokes	1	No Bid	No Bid	No Bid
48.44	Megalugs	1	No Bid	No Bid	No Bid
48.45	Grip Rings 4"-12"	1	No Bid	No Bid	No Bid
48.46	Ductile Pipe 4” – 64”	1	No Bid	No Bid	No Bid
48.47	Ductile Iron Fittings	1	No Bid	No Bid	No Bid
48.48	Ductile Iron Caps	1	No Bid	No Bid	No Bid
48.49	Ductile Iron Plugs	1	No Bid	No Bid	No Bid
48.50	Backflow Preventers and Pressure Valves	1	35.0%	0.0%	35.0%
48.51	Lead Free Brass Caps	1	No Bid	No Bid	No Bid
48.52	Fire Hydrants	1	No Bid	No Bid	No Bid
48.53	Fire Hydrants Accessories	1	No Bid	No Bid	No Bid
48.54	Water Meters - Various Sizes		20.0%	No Bid	No Bid
48.55	Water Meter Boxes - Various Sizes	1	No Bid	No Bid	No Bid
48.56	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	35.0%	No Bid	No Bid
48.57	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	15.0%	No Bid	No Bid
48.58	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	No Bid	No Bid	No Bid
49	**Manufacturer 48 - Sensus, “Xylem”**		**No Bid**	**$0.00**	**No Bid**
49.1	Adapters Stainless	1		No Bid	

49.2	Adapters, Meter	1		No Bid	
49.3	Meter Boxes, Series A	1		No Bid	
49.4	Meter Boxes,Series C	1		No Bid	
49.5	Meter Boxes Series F	1		No Bid	
49.6	Meter Boxes, Series J	1		No Bid	
49.7	Clamps, Pipe, Stainless Steel	1		No Bid	
49.8	Clamps, Repair, Stainless Steel with Stainless steel bolts	1		No Bid	
49.9	Clamps, Repair, Stainless Steel with cast lugs	1		No Bid	
49.10	Connectors, Hose	1		No Bid	
49.11	Corporation Stops	1		No Bid	
49.12	Couplings, Brass	1		No Bid	
49.13	Couplings, Compression	1		No Bid	
49.14	Couplings, Meter	1		No Bid	
49.15	Couplings, Pack Joint	1		No Bid	
49.16	Couplings, Quick Connect	1		No Bid	
49.17	Couplings, Straight	1		No Bid	
49.18	Curb Stops	1		No Bid	
49.19	Elbows	1		No Bid	
49.20	Flanges, Bronze, Meter	1		No Bid	
49.21	Flanges, Oval Brass	1		No Bid	
49.22	Hose Bibs	1		No Bid	
49.23	Idler Pipes	1		No Bid	
49.24	Insert Stiffeners	1		No Bid	
49.25	Meter Stops	1		No Bid	
49.26	Nipples, Brass	1		No Bid	
49.27	Pieces, Branch	1		No Bid	
49.28	Plugs, Standard Brass	1		No Bid	
49.29	Poly-Adapters x Compression Brass	1		No Bid	
49.30	Reducer Bushings	1		No Bid	
49.31	Meter Resetters	1		No Bid	
49.32	Service Saddles	1		No Bid	
49.33	Tees	1		No Bid	
49.34	Tubing, Poly	1		No Bid	
49.35	Tubing, Copper	1		No Bid	
49.36	U-Branches	1		No Bid	
49.37	Valve Assemblies, Key Branch	1		No Bid	
49.38	Valves, Angle Meter	1		No Bid	

49.39	Valves, Ball Meter	1		No Bid	
49.40	Valves, Check	1		No Bid	
49.41	Valves, Gate	1		No Bid	
49.42	Washers, Rubber	1		No Bid	
49.43	Yokes	1		No Bid	
49.44	Megalugs	1		No Bid	
49.45	Grip Rings 4"-12"	1		No Bid	
49.46	Ductile Pipe 4” – 64”	1		No Bid	
49.47	Ductile Iron Fittings	1		No Bid	
49.48	Ductile Iron Caps	1		No Bid	
49.49	Ductile Iron Plugs	1		No Bid	
49.50	Backflow Preventers and Pressure Valves	1		No Bid	
49.51	Lead Free Brass Caps	1		No Bid	
49.52	Fire Hydrants	1		No Bid	
49.53	Fire Hydrants Accessories	1		No Bid	
49.54	Water Meters - Various Sizes			15.0%	
49.55	Water Meter Boxes - Various Sizes	1		No Bid	
49.56	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1		5.0%	
49.57	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1		No Bid	
49.58	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1		No Bid	
50	**Manufacturer 49- Wilkins**		**$0.00**	**$0.00**	**$0.00**
50.1	Adapters Stainless	1	No Bid	No Bid	No Bid
50.2	Adapters, Meter	1	No Bid	No Bid	No Bid
50.3	Meter Boxes, Series A	1	No Bid	No Bid	No Bid
50.4	Meter Boxes,Series C	1	No Bid	No Bid	No Bid
50.5	Meter Boxes Series F	1	No Bid	No Bid	No Bid
50.6	Meter Boxes, Series J	1	No Bid	No Bid	No Bid
50.7	Clamps, Pipe, Stainless Steel	1	No Bid	No Bid	No Bid
50.8	Clamps, Repair, Stainless Steel with Stainless steel bolts	1	No Bid	No Bid	No Bid
50.9	Clamps, Repair, Stainless Steel with cast lugs	1	No Bid	No Bid	No Bid
50.10	Connectors, Hose	1	No Bid	No Bid	No Bid

50.11	Corporation Stops	1	No Bid	No Bid	No Bid
50.12	Couplings, Brass	1	No Bid	No Bid	No Bid
50.13	Couplings, Compression	1	No Bid	No Bid	No Bid
50.14	Couplings, Meter	1	No Bid	No Bid	No Bid
50.15	Couplings, Pack Joint	1	No Bid	No Bid	No Bid
50.16	Couplings, Quick Connect	1	No Bid	No Bid	No Bid
50.17	Couplings, Straight	1	No Bid	No Bid	No Bid
50.18	Curb Stops	1	No Bid	No Bid	No Bid
50.19	Elbows	1	No Bid	No Bid	No Bid
50.20	Flanges, Bronze, Meter	1	No Bid	No Bid	No Bid
50.21	Flanges, Oval Brass	1	No Bid	No Bid	No Bid
50.22	Hose Bibs	1	No Bid	No Bid	No Bid
50.23	Idler Pipes	1	No Bid	No Bid	No Bid
50.24	Insert Stiffeners	1	No Bid	No Bid	No Bid
50.25	Meter Stops	1	No Bid	No Bid	No Bid
50.26	Nipples, Brass	1	No Bid	No Bid	No Bid
50.27	Pieces, Branch	1	No Bid	No Bid	No Bid
50.28	Plugs, Standard Brass	1	No Bid	No Bid	No Bid
50.29	Poly-Adapters x Compression Brass	1	No Bid	No Bid	No Bid
50.30	Reducer Bushings	1	No Bid	No Bid	No Bid
50.31	Meter Resetters	1	No Bid	No Bid	No Bid
50.32	Service Saddles	1	No Bid	No Bid	No Bid
50.33	Tees	1	No Bid	No Bid	No Bid
50.34	Tubing, Poly	1	No Bid	No Bid	No Bid
50.35	Tubing, Copper	1	No Bid	No Bid	No Bid
50.36	U-Branches	1	No Bid	No Bid	No Bid
50.37	Valve Assemblies, Key Branch	1	No Bid	No Bid	No Bid
50.38	Valves, Angle Meter	1	No Bid	No Bid	No Bid
50.39	Valves, Ball Meter	1	No Bid	No Bid	No Bid
50.40	Valves, Check	1	60.0%	No Bid	No Bid
50.41	Valves, Gate	1	60.0%	No Bid	No Bid
50.42	Washers, Rubber	1	No Bid	No Bid	No Bid
50.43	Yokes	1	No Bid	No Bid	No Bid
50.44	Megalugs	1	No Bid	No Bid	No Bid
50.45	Grip Rings 4"-12"	1	No Bid	No Bid	No Bid
50.46	Ductile Pipe 4” – 64”	1	No Bid	No Bid	No Bid
50.47	Ductile Iron Fittings	1	No Bid	No Bid	No Bid
50.48	Ductile Iron Caps	1	No Bid	No Bid	No Bid
50.49	Ductile Iron Plugs	1	No Bid	No Bid	No Bid

50.50	Backflow Preventers and Pressure Valves	1	60.0%	0.0%	50.0%
50.51	Lead Free Brass Caps	1	No Bid	No Bid	No Bid
50.52	Fire Hydrants	1	No Bid	No Bid	No Bid
50.53	Fire Hydrants Accessories	1	No Bid	No Bid	No Bid
50.54	Water Meters - Various Sizes		No Bid	No Bid	No Bid
50.55	Water Meter Boxes - Various Sizes	1	No Bid	No Bid	No Bid
50.56	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	60.0%	0.0%	20.0%
50.57	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	25.0%	No Bid	No Bid
50.58	Value Added-Items: Bidders Interested In Offering Value-Added Items Shall do so in the Spaces provided.	1	No Bid	No Bid	No Bid

	Fortiline, Inc.
	% Discount Off
	1, 2, 3, 4, 5, 6, and 7
Line #	Unit
1	
2	**$0.00**
2.1	50.0%
2.2	50.0%
2.3	60.0%
2.4	26.0%
2.5	26.0%
2.6	No Bid
2.7	47.0%

2.8	47.0%
2.9	47.0%
2.10	50.0%
2.11	50.0%
2.12	50.0%
2.13	50.0%
2.14	50.0%
2.15	50.0%
2.16	50.0%
2.17	50.0%
2.18	50.0%
2.19	50.0%
2.20	50.0%
2.21	50.0%
2.22	50.0%
2.23	50.0%
2.24	50.0%
2.25	50.0%
2.26	50.0%
2.27	50.0%
2.28	50.0%
2.29	50.0%
2.30	50.0%
2.31	50.0%
2.32	50.0%
2.33	50.0%
2.34	-10.0%
2.35	-10.0%
2.36	50.0%
2.37	50.0%
2.38	50.0%
2.39	50.0%
2.40	50.0%
2.41	39.0%
2.42	40.0%
2.43	50.0%
2.44	44.0%

2.45	35.0%
2.46	-8.0%
2.47	10.0%
2.48	10.0%
2.49	10.0%
2.50	65.0%
2.51	50.0%
2.52	32.0%
2.53	40.0%
2.54	25.0%
2.55	53.0%
2.56	70.0%
2.57	70.0%
2.58	25.0%
3	**$0.00**
3.1	No Bid
3.2	25.0%
3.3	No Bid
3.4	No Bid
3.5	No Bid
3.6	No Bid
3.7	40.0%
3.8	40.0%
3.9	40.0%
3.10	50.0%
3.11	25.0%
3.12	25.0%
3.13	25.0%
3.14	25.0%
3.15	25.0%
3.16	25.0%

3.17	47.0%
3.18	25.0%
3.19	25.0%
3.20	25.0%
3.21	25.0%
3.22	No Bid
3.23	No Bid
3.24	25.0%
3.25	25.0%
3.26	95.0%
3.27	25.0%
3.28	25.0%
3.29	25.0%
3.30	25.0%
3.31	25.0%
3.32	43.0%
3.33	25.0%
3.34	No Bid
3.35	No Bid
3.36	25.0%
3.37	25.0%
3.38	25.0%
3.39	25.0%
3.40	20.0%
3.41	35.0%
3.42	25.0%
3.43	22.0%
3.44	40.0%
3.45	No Bid
3.46	No Bid
3.47	10.0%
3.48	10.0%
3.49	10.0%
3.50	40.0%
3.51	No Bid
3.52	30.0%
3.53	5.0%
3.54	No Bid
3.55	10.0%

3.56	67.0%
3.57	25.0%
3.58	47.0%
4	**$0.00**
4.1	No Bid
4.2	No Bid
4.3	No Bid
4.4	No Bid
4.5	No Bid
4.6	No Bid
4.7	45.0%
4.8	45.0%
4.9	45.0%
4.10	No Bid
4.11	No Bid
4.12	75.0%
4.13	55.0%
4.14	55.0%
4.15	No Bid
4.16	No Bid
4.17	25.0%
4.18	No Bid
4.19	75.0%
4.20	No Bid
4.21	No Bid
4.22	No Bid
4.23	No Bid
4.24	No Bid
4.25	No Bid
4.26	No Bid
4.27	No Bid

4.28	75.0%
4.29	No Bid
4.30	75.0%
4.31	No Bid
4.32	25.0%
4.33	75.0%
4.34	No Bid
4.35	No Bid
4.36	No Bid
4.37	No Bid
4.38	No Bid
4.39	No Bid
4.40	30.0%
4.41	39.0%
4.42	No Bid
4.43	No Bid
4.44	10.0%
4.45	No Bid
4.46	-8.0%
4.47	10.0%
4.48	10.0%
4.49	10.0%
4.50	No Bid
4.51	75.0%
4.52	30.0%
4.53	5.0%
4.54	No Bid
4.55	15.0%
4.56	1.0%
4.57	1.0%
4.58	10.0%
5	**$0.00**
5.1	No Bid

5.2	No Bid	
5.3	No Bid	
5.4	No Bid	
5.5	No Bid	
5.6	No Bid	
5.7		52.0%
5.8		52.0%
5.9		52.0%
5.10	No Bid	
5.11	No Bid	
5.12	No Bid	
5.13	No Bid	
5.14	No Bid	
5.15	No Bid	
5.16	No Bid	
5.17		35.0%
5.18	No Bid	
5.19	No Bid	
5.20	No Bid	
5.21	No Bid	
5.22	No Bid	
5.23	No Bid	
5.24	No Bid	
5.25	No Bid	
5.26	No Bid	
5.27	No Bid	
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5.30	No Bid	
5.31	No Bid	
5.32		30.0%
5.33	No Bid	
5.34	No Bid	
5.35	No Bid	
5.36	No Bid	
5.37	No Bid	
5.38	No Bid	

5.39	No Bid
5.40	No Bid
5.41	No Bid
5.42	No Bid
5.43	No Bid
5.44	No Bid
5.45	No Bid
5.46	No Bid
5.47	No Bid
5.48	No Bid
5.49	No Bid
5.50	No Bid
5.51	No Bid
5.52	No Bid
5.53	No Bid
5.54	43.0%
5.55	No Bid
5.56	-20.0%
5.57	-20.0%
5.58	-20.0%
6	**$0.00**
6.1	No Bid
6.2	No Bid
6.3	No Bid
6.4	No Bid
6.5	No Bid
6.6	No Bid
6.7	10.0%
6.8	10.0%
6.9	10.0%

6.10	No Bid
6.11	No Bid
6.12	No Bid
6.13	No Bid
6.14	No Bid
6.15	No Bid
6.16	No Bid
6.17	No Bid
6.18	No Bid
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6.27	No Bid
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6.29	No Bid
6.30	No Bid
6.31	No Bid
6.32	45.0%
6.33	No Bid
6.34	No Bid
6.35	No Bid
6.36	No Bid
6.37	No Bid
6.38	No Bid
6.39	No Bid
6.40	No Bid
6.41	No Bid
6.42	No Bid
6.43	No Bid
6.44	No Bid
6.45	No Bid
6.46	No Bid
6.47	No Bid
6.48	No Bid

6.49	No Bid
6.50	No Bid
6.51	No Bid
6.52	No Bid
6.53	No Bid
6.54	No Bid
6.55	20.0%
6.56	35.0%
6.57	10.0%
6.58	20.0%
7	**$0.00**
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7.2	No Bid
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7.4	No Bid
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7.6	No Bid
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7.25	No Bid
7.26	No Bid
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7.29	No Bid
7.30	No Bid
7.31	No Bid
7.32	55.0%
7.33	No Bid
7.34	No Bid
7.35	No Bid
7.36	No Bid
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7.38	No Bid
7.39	No Bid
7.40	No Bid
7.41	No Bid
7.42	No Bid
7.43	No Bid
7.44	47.0%
7.45	No Bid
7.46	No Bid
7.47	No Bid
7.48	No Bid
7.49	No Bid
7.50	No Bid
7.51	No Bid
7.52	No Bid
7.53	No Bid
7.54	No Bid
7.55	15.0%
7.56	40.0%

7.57	30.0%
7.58	5.0%
8	$0.00
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8.29	No Bid

8.30	No Bid
8.31	No Bid
8.32	10.0%
8.33	No Bid
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8.36	No Bid
8.37	No Bid
8.38	No Bid
8.39	No Bid
8.40	No Bid
8.41	No Bid
8.42	No Bid
8.43	No Bid
8.44	20.0%
8.45	No Bid
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8.48	No Bid
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8.50	No Bid
8.51	No Bid
8.52	No Bid
8.53	No Bid
8.54	No Bid
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8.57	40.0%
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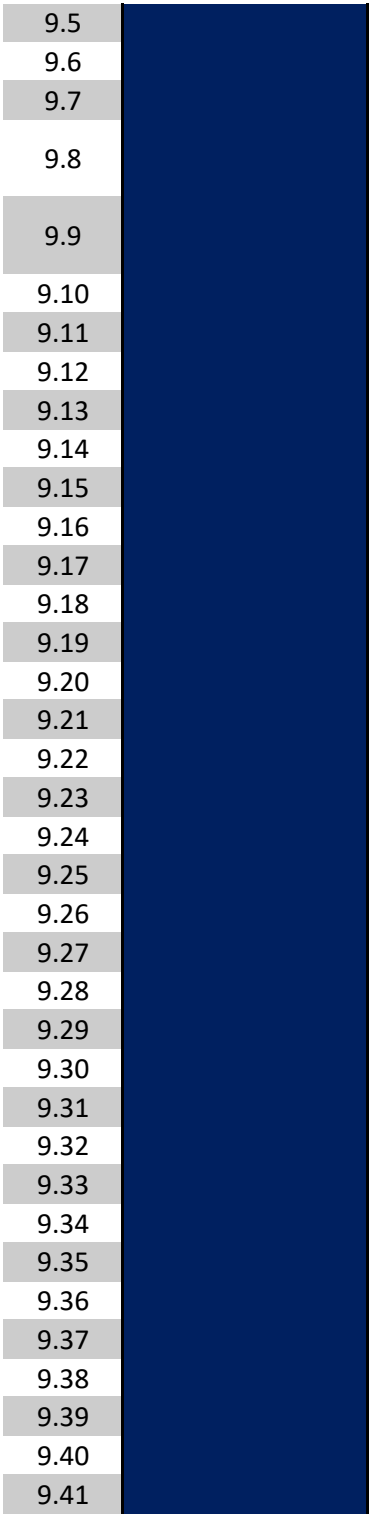
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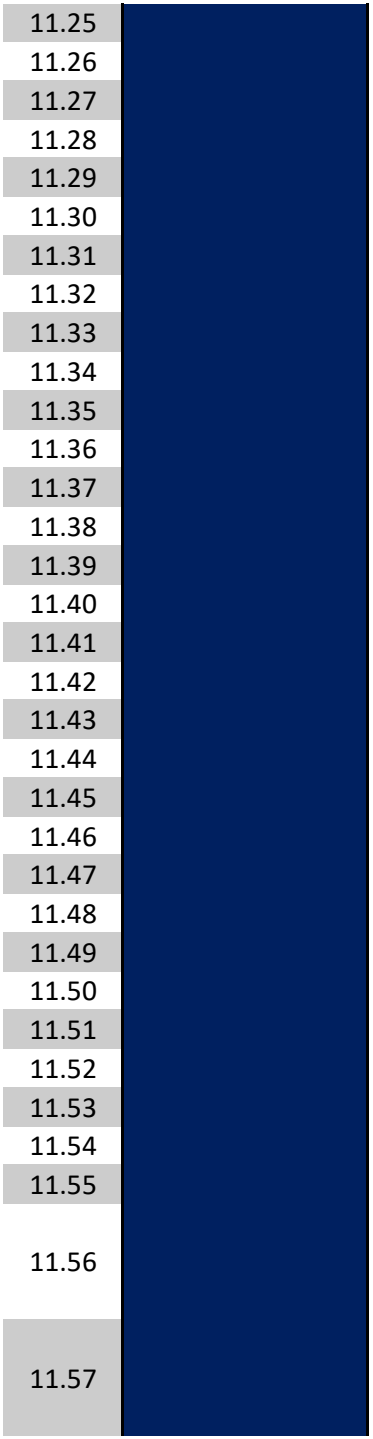
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12	**No Bid**
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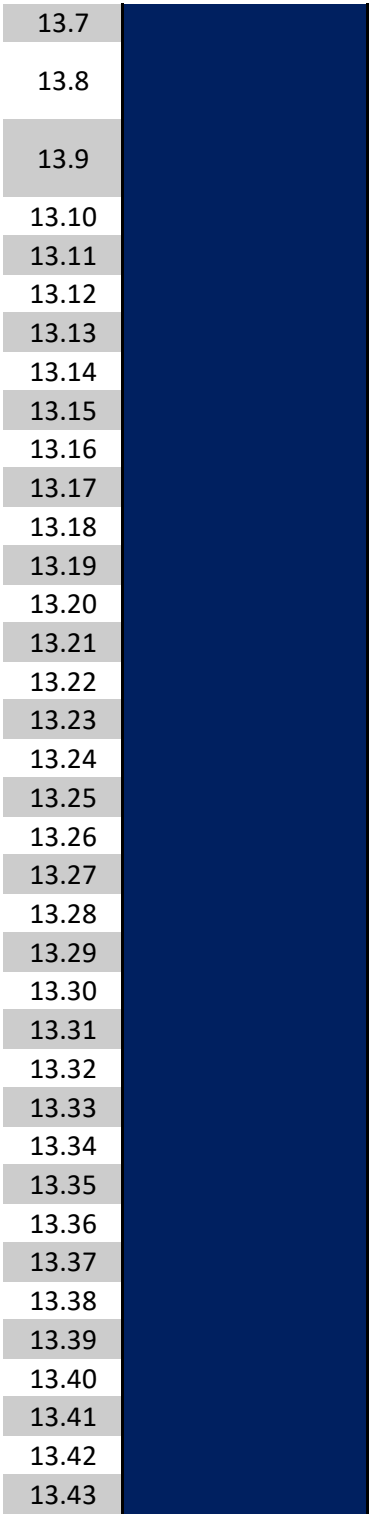
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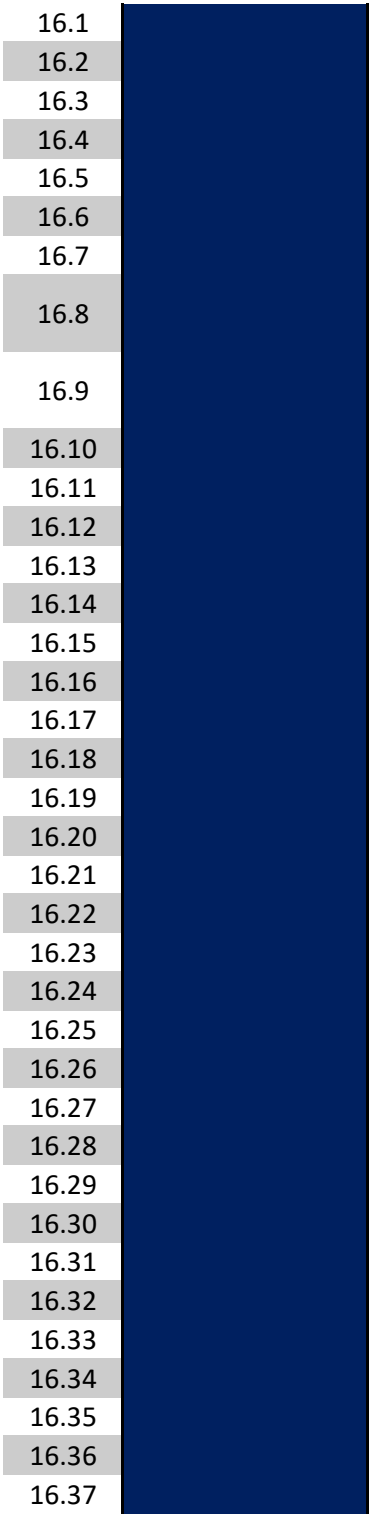
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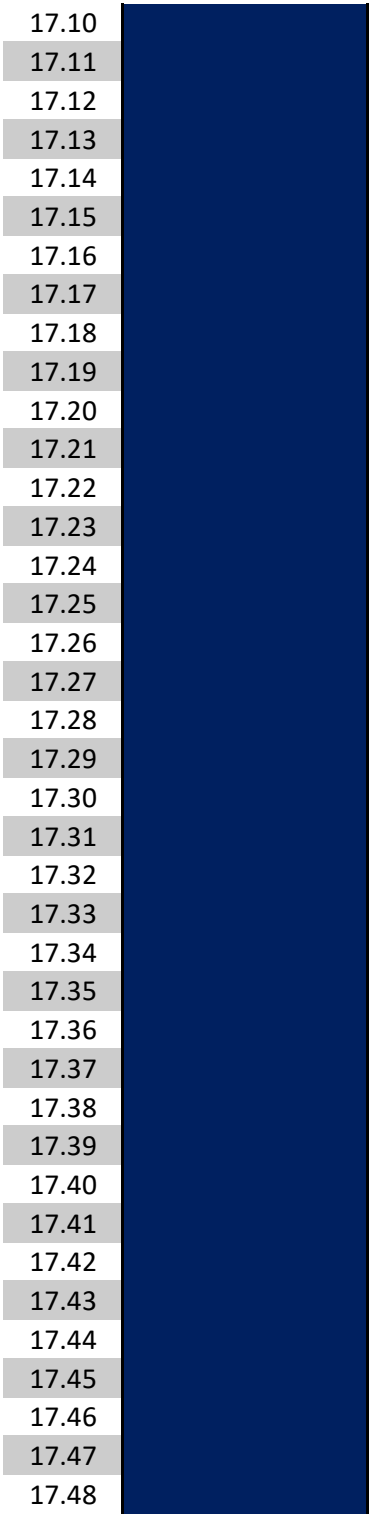
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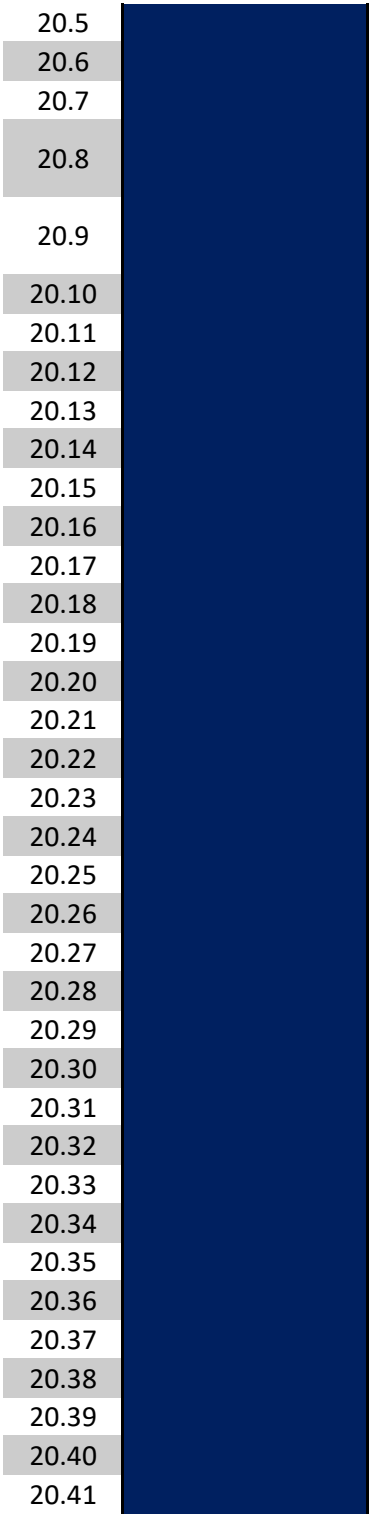
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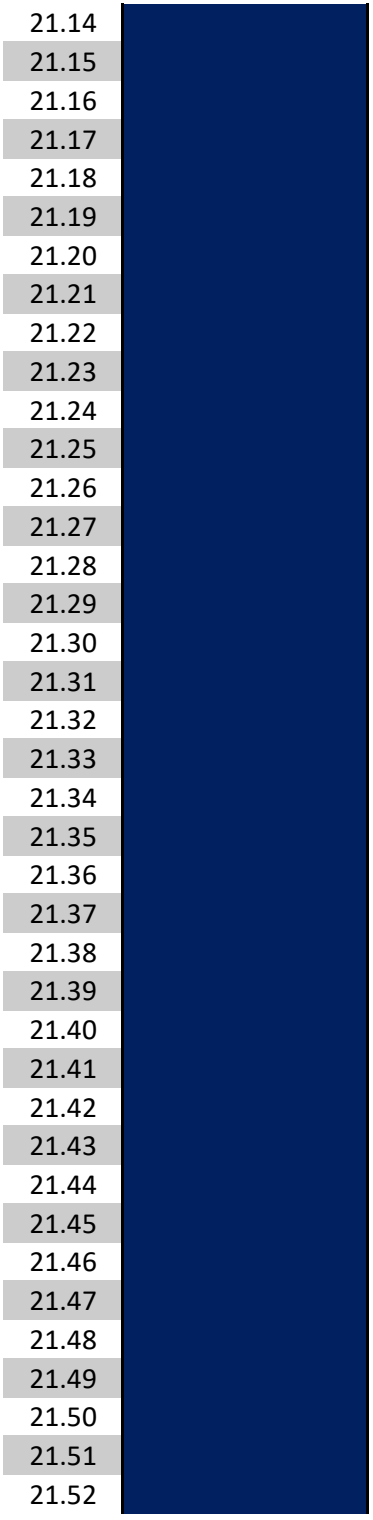
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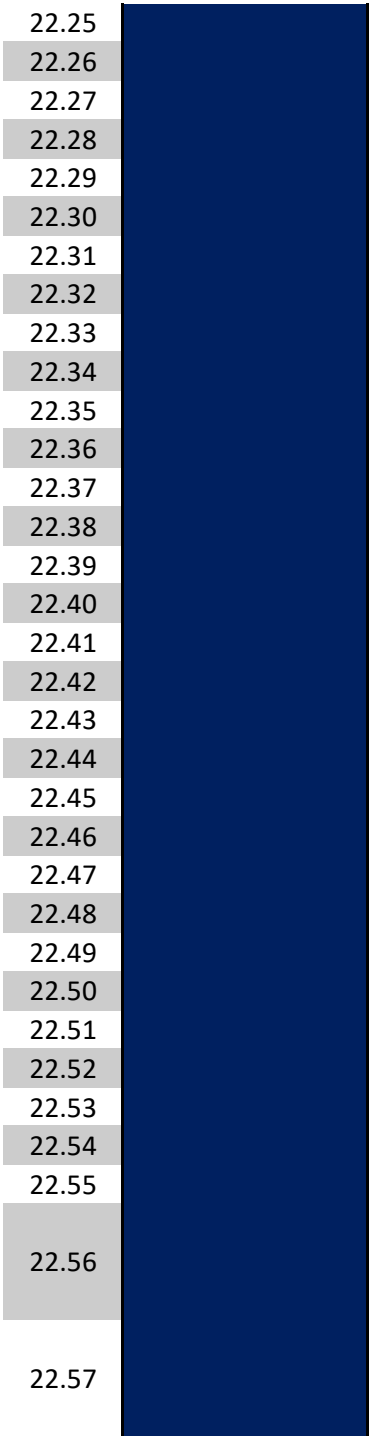
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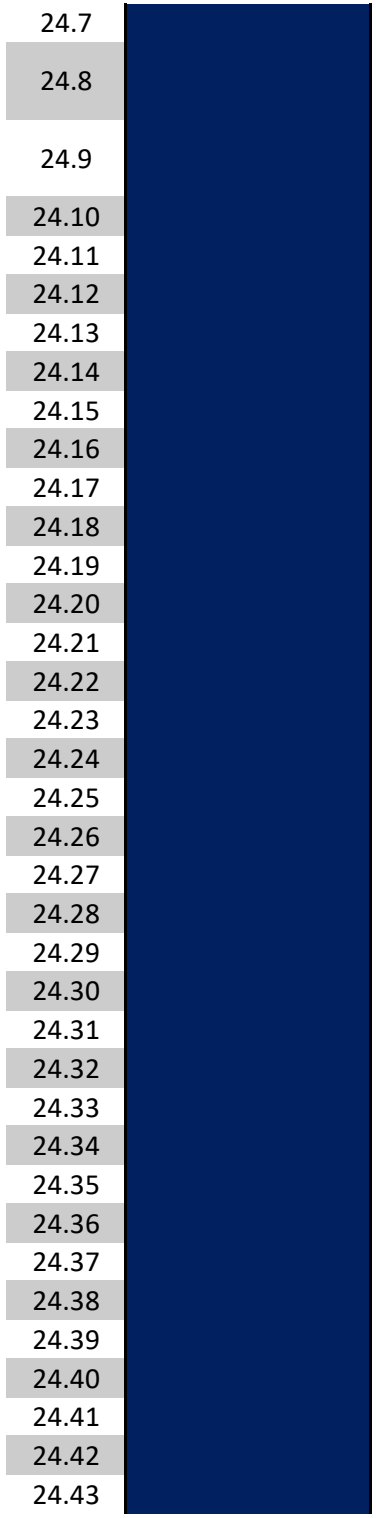
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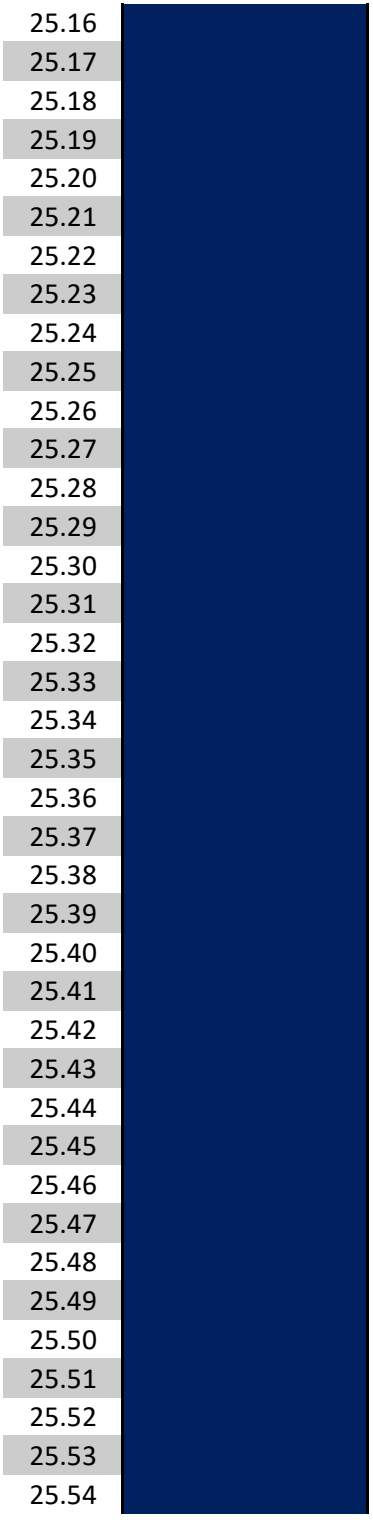
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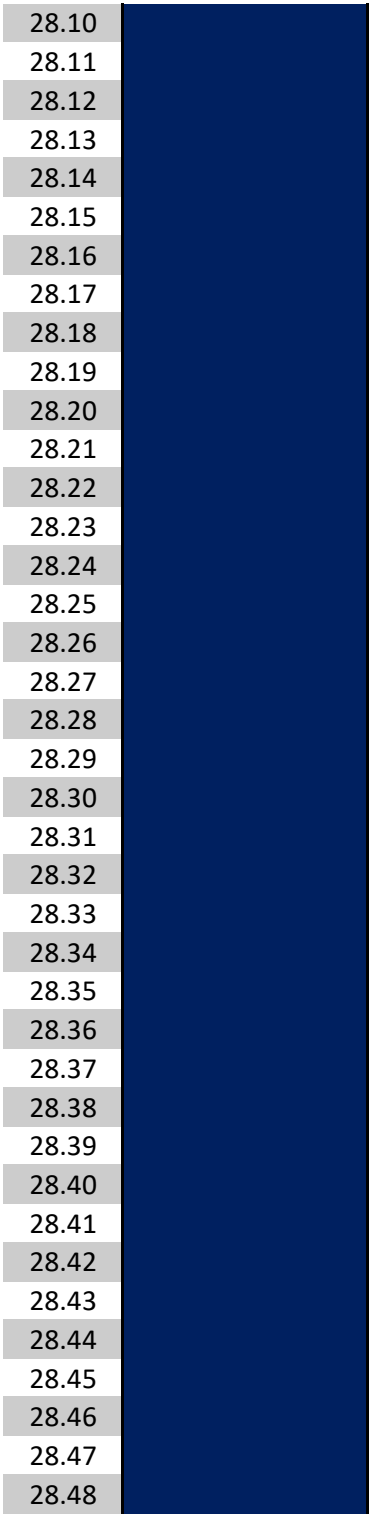
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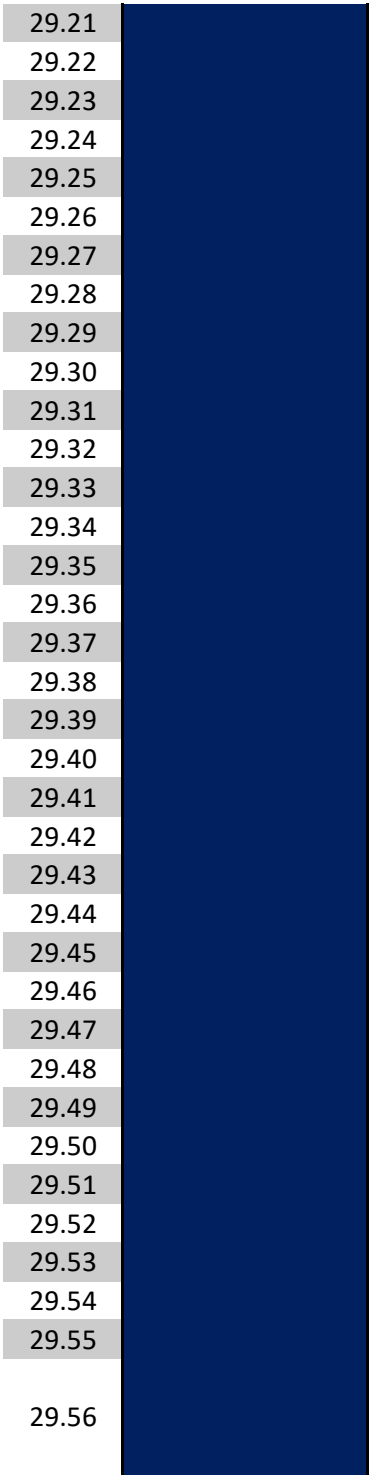
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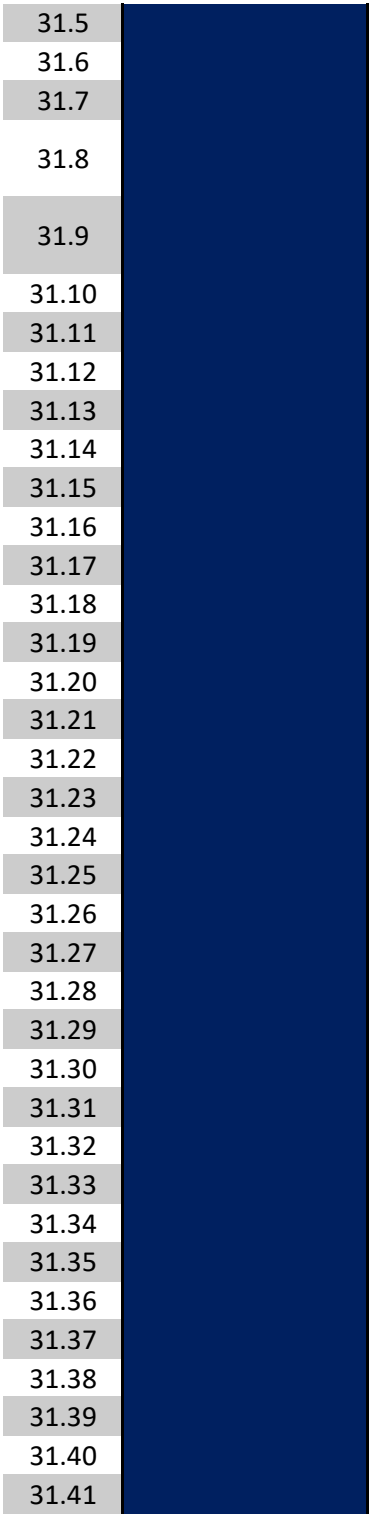
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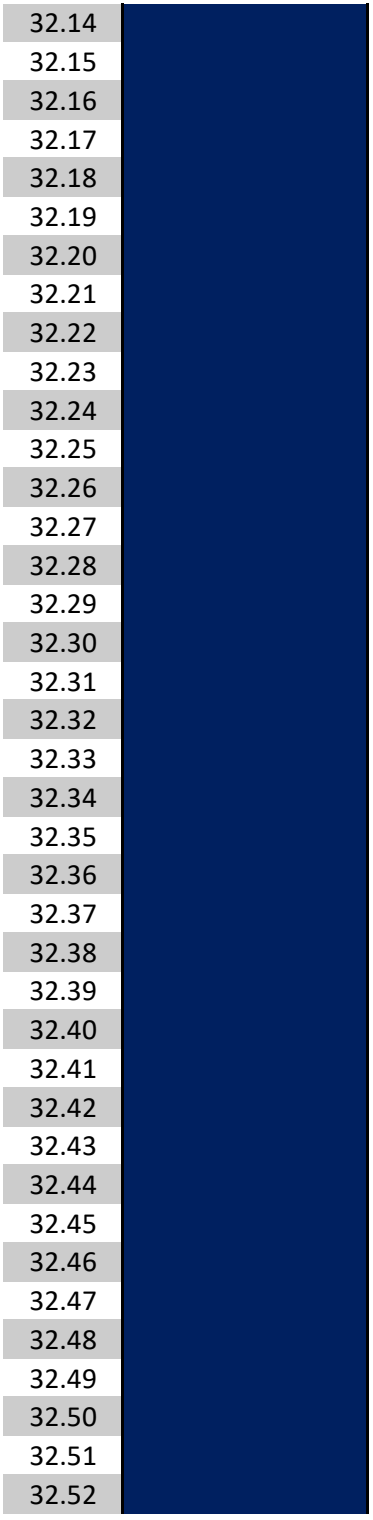

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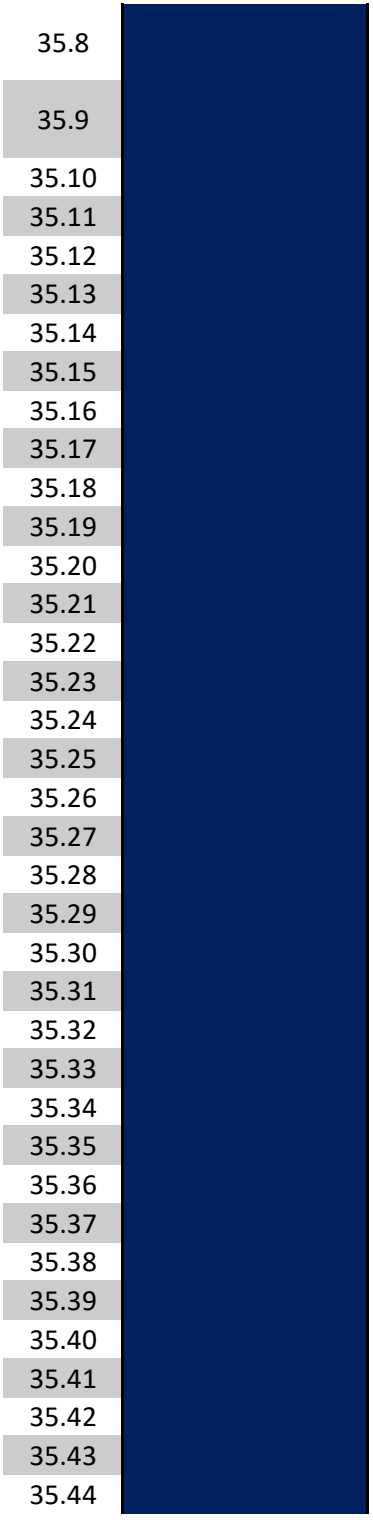
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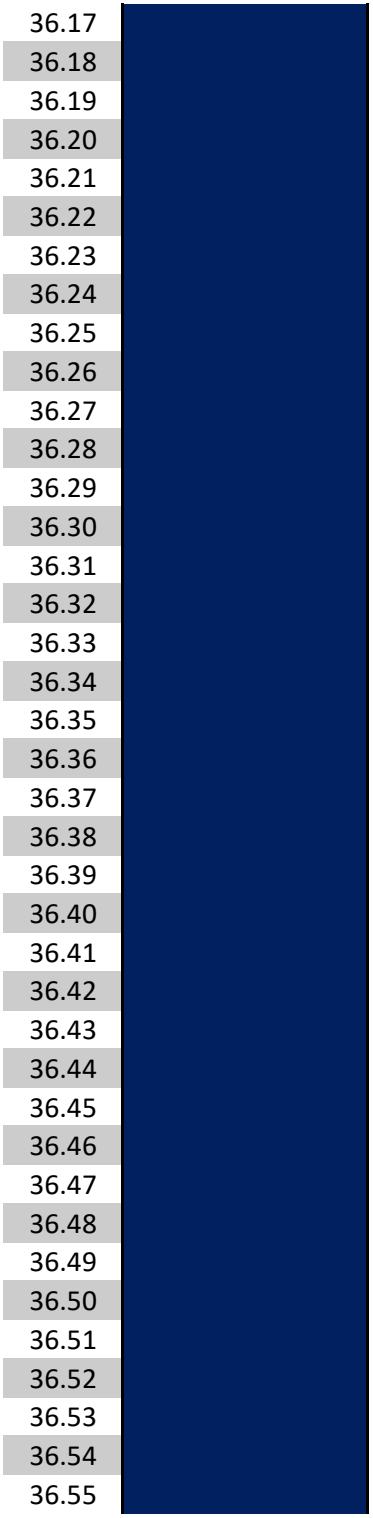
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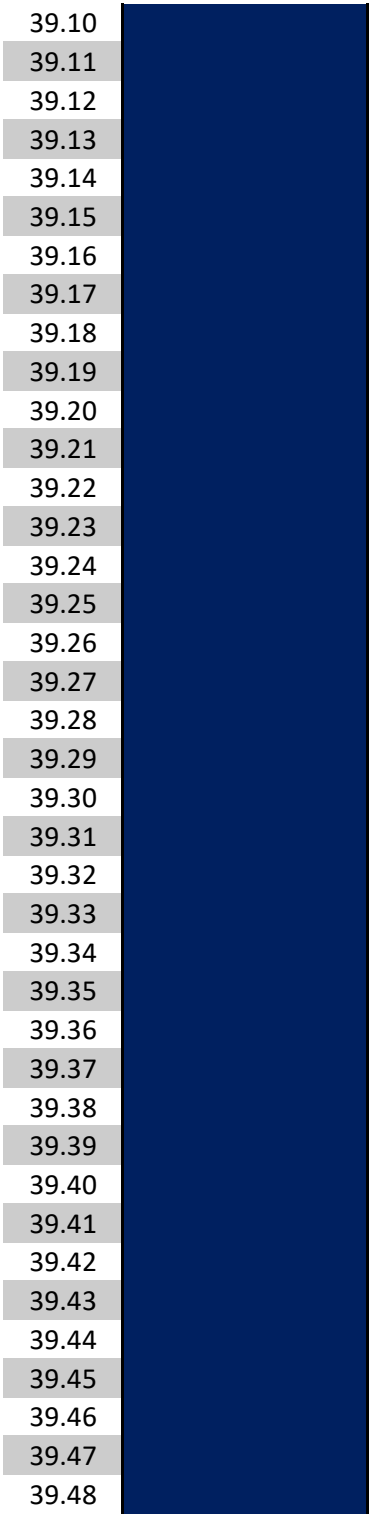

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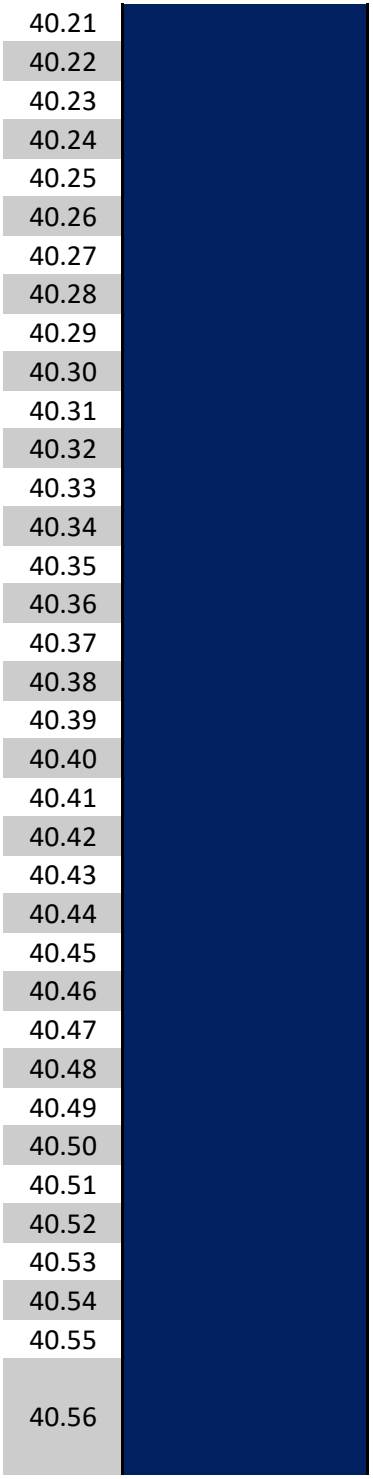
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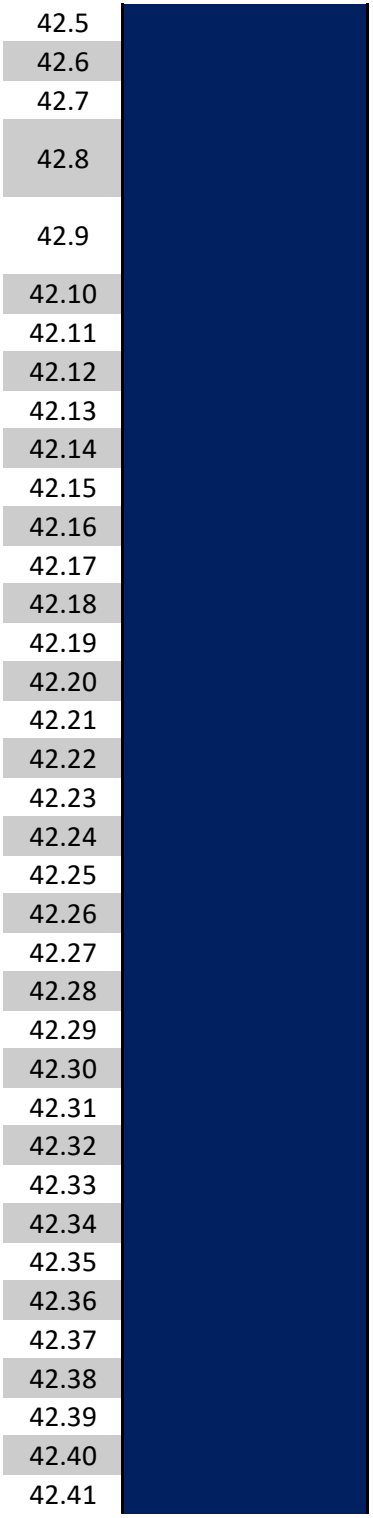
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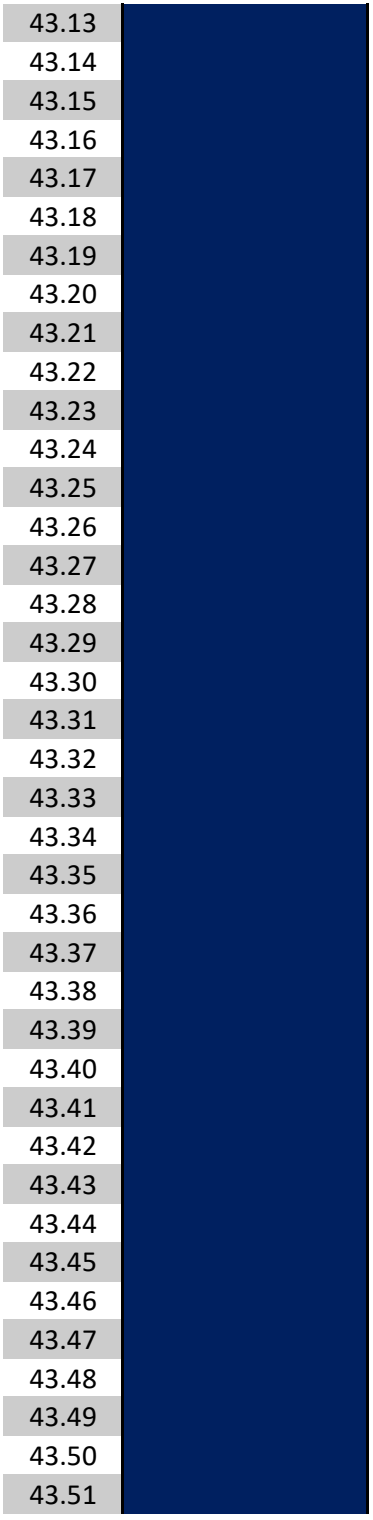
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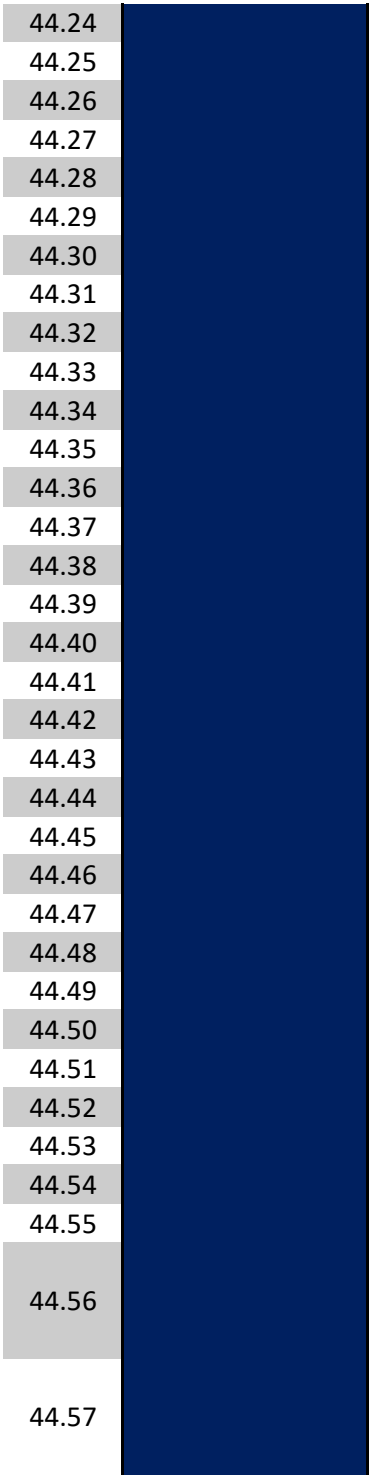
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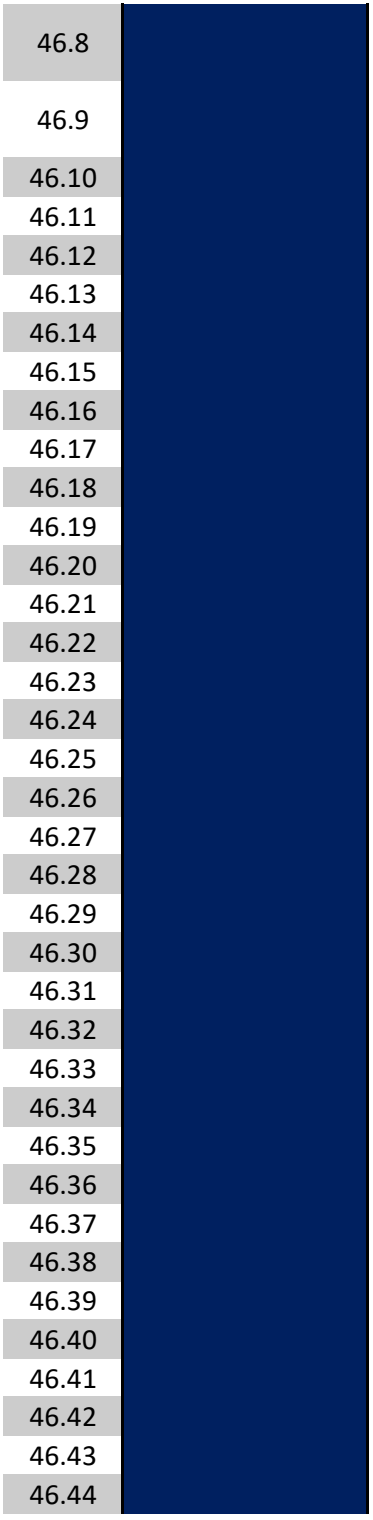
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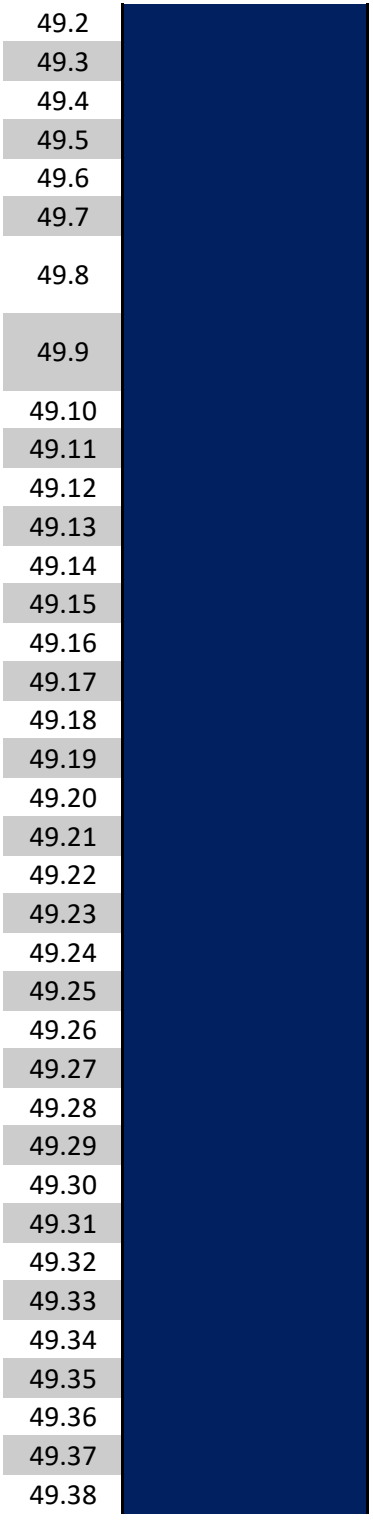
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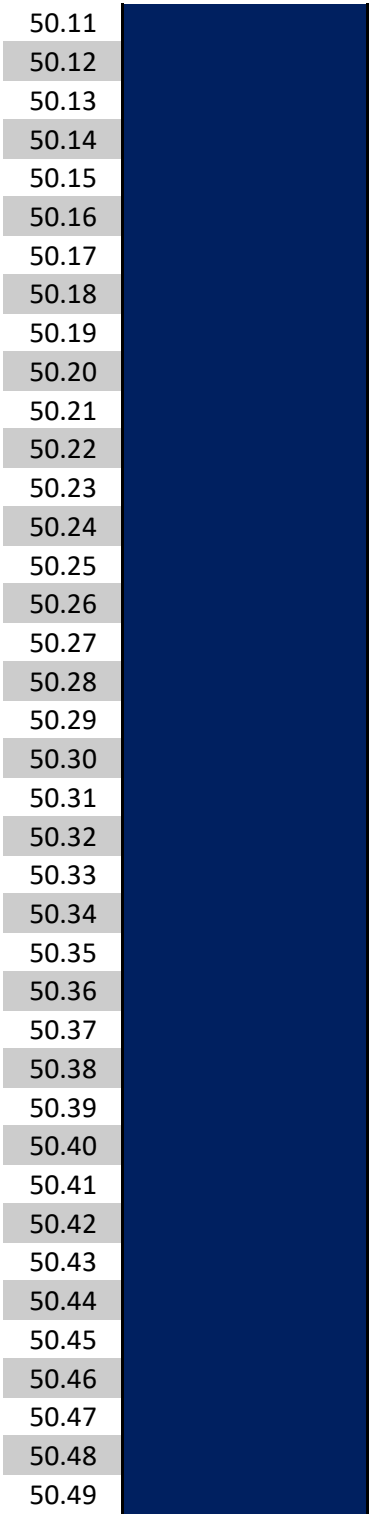
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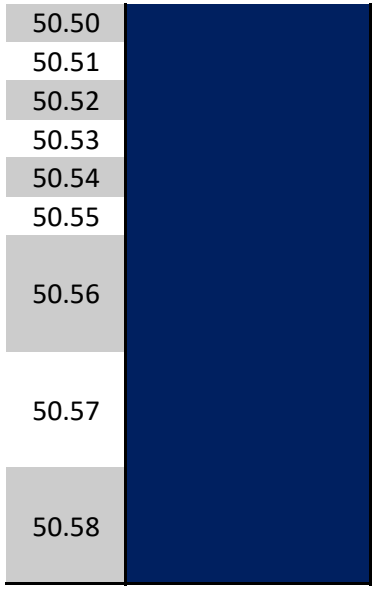
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Line	Responding Supplier	Supplier Notes
2.34	Fortiline, Inc.	Net Price list plus 10%
2.35	Fortiline, Inc.	net pricing plus 10%
2.41	Fortiline, Inc.	Larger Sizes P.O.R.
2.46	Fortiline, Inc.	Net price plus 8%
3.41	Fortiline, Inc.	Larger sizes P.O.R.
4.41	Fortiline, Inc.	larger sizes P.O.R.
4.46	Fortiline, Inc.	Net price plus 8%
5.56	Fortiline, Inc.	Net cost plus 20%
5.57	Fortiline, Inc.	Net cost plus 20%
5.58	Fortiline, Inc.	Net cost plus 20%
6.56	Core & Main LP	Large PF
6.57	Core & Main LP	Parts & Kits
6.58	Core & Main LP	Air Gap Drain Kit
8	Core & Main LP	EGW has acquired Buy Wholesale. Unleaded Brass Weighted Average Lead Content <= 0.25%
8.20	Core & Main LP	Market Price Plus 11%
8.21	Core & Main LP	Market Price Plus 11%
8.24	Core & Main LP	Market Price Plus 11%
8.42	Core & Main LP	Market Price Plus 11%
9	Core & Main LP	Unleaded Brass Weighted Average Lead Content <= 0.25%
9.56	Core & Main LP	http://www.wagerco.com/manufacture_wager.html
9.57	Core & Main LP	http://www.wagerco.com/manufacture_wager.html
14	Core & Main LP	WL Plastics acquired Charter Plastics.
14.34	Core & Main LP	Market Price Plus 11%
15.56	Core & Main LP	Extensions & Kits
15.57	Core & Main LP	Hydrant Repair Parts
17.3	Core & Main LP	Market Price Plus 11%
17.4	Core & Main LP	Market Price Plus 11%
20.56	Core & Main LP	Covers
21.34	Core & Main LP	Market Price Plus 11%
23.17	Core & Main LP	Market Price Plus 11%
24	Core & Main LP	Unleaded Brass Weighted Average Lead Content <= 0.25%
24.56	Core & Main LP	Tapping Sleeves
24.57	Core & Main LP	Uniflange
30	Core & Main LP	Unleaded Brass Weighted Average Lead Content <= 0.25%
30.12	Core & Main LP	Market Price Plus 11%
30.21	Core & Main LP	Market Price Plus 11%
30.22	Core & Main LP	Market Price Plus 11%

30.30	Core & Main LP	Market Price Plus 11%
30.33	Core & Main LP	Market Price Plus 11%
30.40	Core & Main LP	Market Price Plus 11%
30.41	Core & Main LP	Market Price Plus 11%
30.51	Core & Main LP	Market Price Plus 11%
33	Core & Main LP	Unleaded Brass Weighted Average Lead Content <= 0.25%
33.41	Core & Main LP	Except for 42"-48" (see pricing in value added)
33.56	Core & Main LP	Gate Valves 42" - 48"
35.39	Core & Main LP	Market Price Plus 11%
35.40	Core & Main LP	Market Price Plus 11%
35.41	Core & Main LP	Market Price Plus 11%
38.56	Core & Main LP	Market Price Plus 11%
38.57	Core & Main LP	Market Price Plus 11%https://www.jmeagle.com/products
39.7	Core & Main LP	Market Price Plus 11%
39.8	Core & Main LP	Market Price Plus 11%
39.9	Core & Main LP	Market Price Plus 11%
39.32	Core & Main LP	Market Price Plus 11%
39.44	Core & Main LP	Market Price Plus 11%
39.45	Core & Main LP	Market Price Plus 11%
39.56	Core & Main LP	Market Price Plus 11%Stainless Steel Service Saddles
40.56	Core & Main LP	Bell Joint Leak ClampsRedi Clamps
40.57	Core & Main LP	50% discount 300 Series Service Saddles44% discount 320 Series Bronze Saddles
40.58	Core & Main LP	421 Top Bolt Couplings
41.19	Core & Main LP	Market Price Plus 11%
41.30	Core & Main LP	Market Price Plus 11%
41.33	Core & Main LP	Market Price Plus 11%
41.39	Core & Main LP	Market Price Plus 11%
41.40	Core & Main LP	Market Price Plus 11%
41.41	Core & Main LP	Market Price Plus 11%
41.56	Core & Main LP	Market Price Plus 11%Sch 80 Fittings 10"-12"
41.57	Core & Main LP	Market Price Plus 11%Sch 80 Fittings through 8"
42	Consolidated Pipe and Supply	subject to Tarriff fluctuations
43.7	Core & Main LP	Market Price Plus 11%
43.8	Core & Main LP	Market Price Plus 11%
43.9	Core & Main LP	Market Price Plus 11%
43.13	Core & Main LP	Market Price Plus 11%
43.32	Core & Main LP	Market Price Plus 11%
44.56	Core & Main LP	Trumbull Products

45.47	Core & Main LP	Market Price Plus 11%
45.48	Core & Main LP	Market Price Plus 11%
45.49	Core & Main LP	Market Price Plus 11%
47.46	Core & Main LP	Market Price Plus 11%
48.50	Core & Main LP	Market Price Plus 11%
48.54	Consolidated Pipe and Supply	Subject to tariff fluctuation
49.54	Core & Main LP	Hardware
49.56	Core & Main LP	Software
50.50	Core & Main LP	Market Price Plus 11%
50.56	Core & Main LP	Market Price Plus 11%All Items Not Listed in Catalogs referenced on these Line Items pages.

Line #	Att #	Attribute Name	Attribute Note	Consolidated Pipe	Core & Main LP	Ferguson Waterwo	Fortiline, Inc.
Header	1	BIDDER INSTRUCTIONS	The City deems certain dc				
Header	2	Drug-Free Workplace Pro	Bidder is claiming it has in	Yes	Yes	Yes	Yes
Header	3	Contract Indemnification	The parties agree that on	I Affirm	I Affirm	I Affirm	I Affirm
Header	4	Non-Collusive Affirmation	1. Bidder is an authorized	I Affirm	I Affirm	I Affirm	I Affirm
Header	5	Convicted / Suspended / I	An Offeror who is on any	I Affirm	I Affirm	I Affirm	I Affirm
Header	6	Local Vendor Affirmation	Bidder shall affirm if it has	I am not a local ven	I am not a local ven	I am not a local ven	I am a local vendor
Header	7	Certified Business Entity A	If Bidder is claiming CBE c	I am not a Disadvar	I am not a Disadvar	I am not a Disadvar	I am not a Disadvar
Header	8	Verification of Employme	Bidder affirms and agrees	I Affirm	I Affirm	I Affirm	I Affirm
Header	9	Individuals with legal auth	Based upon Bidder's busir	Jeff Brouillette	Benjamin Strasser (	Rob Pinkston - Area	Andrew Pacifico (Pr
Header	10	Former Business Names	Under what other former	None	HD Supply Waterw	N/A	N/A
Header	11	Use of Subcontractors	Will Bidder be using any s	No	No	No	No
Header	12	List of Subcontractors	If using subcontractors sta	none	N/A	N/A	N/A
Header	13	Default and Non-Perform	Has Bidder, in the past 7 y	No	No	No	No.
Header	14	Criminal Litigation History	Does Bidder or any of its p	no	No	No	No.
Header	15	Litigation, Arbitration, an	As a prerequisite for quali	none	No litigation, arbitra	N/A	Fortiline Waterwor
Header	16	Conflicts of Interests	Bidder affirms that they re	Bidder has read Flo	Bidder has read Flo	Bidder has read Flo	Bidder has read Flo
Header	17	Attachment A – Referenc	Bidder shall submit Vendc	I Affirm	I Affirm	I Affirm	I Affirm
Header	19	Addendum #1 ITB 25-017	Offeror affirms receipt of	recieved	I affirm receipt of a	Addendum 1 Recei	Acknowledged.
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3	1	Enter URL page					
4	1	Enter URL page			https://americanva		
5	1	Enter URL page					
6	1	Enter URL page			https://www.mmcc		
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8	1	Enter URL page			https://www.egww		
9	1	Enter URL page		HTTP://www.bmi.c	https://bmicanada.		
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14	1	Enter URL page			https://www.wlpla		
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20	1	Enter URL page			https://ebaa.com/s		

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33	1	Enter URL page	HTTP://www.muell	https://www.muell	https://www.hyma
34	1	Enter URL page			https://www.neptu
35	1	Enter URL page		https://www.nibco	https://www.nibco
36	1	Enter URL page	HTTP://www.oldca		https://oldcastleinf
37	1	Enter URL page			
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48	1	Enter URL page	HTTP://www.watts	https://www.watts	https://www.watts
49	1	Enter URL page		https://www.xylem	
50	1	Enter URL page		https://www.zurn.c	https://www.zurn.c

Responding Supplier	Signature Full Name	Signature Email	Supplier Notes
Consolidated Pipe and Supply	Jeff Brouillette	jeff.brouillette@cpspipe.com	Pricing may be affected by unforeseen Tariffs
Core & Main LP	Benjamin Strasser	benjamin.strasser@coreandmain.com	
Ferguson Waterworks (Fergusor	Rob Pinkston	rob.pinkston@ferguson.com	
Fortiline, Inc.	Alexia Graham	alexia.graham@fortiline.com	

Southeast Florida Governmental Purchasing Cooperative Group

CONTRACT AWARD

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to info@nigpsefl.org for placement on the NIGP SEFL website Cooperative contract page.

BID/RFP No. 25-017

Description/Title: Water Meter Fittings, Water Line and Fire Hydrant Accessories

Initial Contract Term: Start Date: 6/6/25 End Date: 6/5/28

Renewal Terms of the Contract: 2 (No. of Renewals) Renewal Options for 1 year (Period of Time)

Renewal No. ____ Start Date: _____ End Date: _____

Renewal No. ____ Start Date: _____ End Date: _____

Renewal No. ____ Start Date: _____ End Date: _____

Renewal No. ____ Start Date: _____ End Date: _____

SECTION #1 **VENDOR AWARD**

Vendor Name: Consolidated Pipe & Supply Company, Inc.

Vendor Address: 1205 Hilltop Parkway Birmingham AL 35204

Contact: Barry Howton, CFO

Phone: 205-323-7261 Fax: _____

Cell/Pager: _____ Email Address: barry.howton@cpspipe.com

Website: www.cpspipe.com FEIN: 63-0418384

VENDOR AWARD

Vendor Name: Ferguson US Holdings, Inc. d/b/a Ferguson Enterprises, LLC.

Vendor Address: 751 Lakefront Commons Newport News VA 23606

Contact: Rob Pinkston

Phone: 954-973-8100 Fax: _____

Cell/Pager: _____ Email Address: rob.pinkston@ferguson.com

Website: www.ferguson.com FEIN: 54-1211771

VENDOR AWARD

Vendor Name: Fortiline, Inc.
Vendor Address: 15850 Dallas Parkway Dallas TX 75248
Contact: Clayton Davidson
Phone: 817-870-2227 Fax: _____
Cell/Pager: _____ Email Address: clayton.davidson@fortiline.com
Website: www.fortline.com FEIN: 57-0819190

VENDOR AWARD

Vendor Name: _____
Vendor Address: _____
Contact: _____
Phone: _____ Fax: _____
Cell/Pager: _____ Email Address: _____
Website: _____ FEIN: _____

SECTION #2 **AWARD/BACKGROUND INFORMATION**

Award Date: 6/3/2025 Resolution/Agenda Item No.: 2025/089
Insurance Required: Yes X No _____
Performance Bond Required: Yes _____ No X

SECTION #3 **LEAD AGENCY**

Agency Name: City of Deerfield Beach
Agency Address: 401 SW 4th Street, Deerfield Beach FL 33441
Agency Contact: Eddyson Etienne Email eetienne@deerfield-beach.com
Telephone: 954-250-4039 Fax: _____

Detail by FEI/EIN Number

Foreign Profit Corporation
CONSOLIDATED PIPE & SUPPLY COMPANY, INC.

Filing Information

Document Number	839219
FEI/EIN Number	63-0418384
Date Filed	09/29/1977
State	AL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	06/30/1995

Principal Address

1205 HILLTOP PARKWAY
BIRMINGHAM, AL 35204

Changed: 03/17/1999

Mailing Address

P.O. BOX 2472
BIRMINGHAM, AL 35201-2472

Changed: 06/30/1995

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Address Changed: 06/30/1995

Officer/Director Detail

Name & Address

Title P

KERR, HOWARD
2809 CANTERBURY ROAD
BIRMINGHAM, AL 35223

Title V

KERR, ROBERT
3401 SALISBURY DRIVE
BIRMINGHAM, AL 35213

Title ST

HOWTON, BARRY
1849 Kirkman Dr
Birmingham, AL 35242

Annual Reports

Report Year	Filed Date
2023	03/27/2023
2024	03/25/2024
2025	03/10/2025

Document Images

03/10/2025 -- ANNUAL REPORT	View image in PDF format
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02/20/2001 -- ANNUAL REPORT	View image in PDF format
01/28/2000 -- ANNUAL REPORT	View image in PDF format
03/17/1999 -- ANNUAL REPORT	View image in PDF format
03/19/1998 -- ANNUAL REPORT	View image in PDF format
02/12/1997 -- ANNUAL REPORT	View image in PDF format

01/29/1996 -- ANNUAL REPORT View image in PDF format

Detail by FEI/EIN Number

Foreign Limited Liability Company
FERGUSON ENTERPRISES, LLC

Filing Information

Document Number	M19000003601
FEI/EIN Number	54-1211771
Date Filed	04/09/2019
State	VA
Status	ACTIVE

Principal Address

751 Lakefront Commons
Newport News, VA 23606

Changed: 04/12/2024

Mailing Address

751 Lakefront Commons
Newport News, VA 23606

Changed: 04/12/2024

Registered Agent Name & Address

CORPORATE CREATIONS NETWORK, INC.
801 US HIGHWAY 1
NORTH PALM BEACH, FL 33408

Name Changed: 04/12/2024

Address Changed: 03/25/2020

Authorized Person(s) Detail

Name & Address

Title President and Chief Executive Officer

Murphy, Kevin M.
751 Lakefront Commons
Newport News, VA 23606

Title CFO

Brundage, William S.
751 Lakefront Commons
Newport News, VA 23606

Title Senior Vice President & Secretary

Graham, Ian T.
751 Lakefront Commons
Newport News, VA 23606

Title Vice President - Tax

Dubois, Rebecca S.
751 Lakefront Commons
Newport News, VA 23606

Title Vice President & Treasurer

McElhannon, Shaun
751 Lakefront Commons
Newport News, VA 23606

Title Assistant Treasurer

Crowder, Brenda L.
751 Lakefront Commons
Newport News, VA 23606

Title Manager

Murphy, Kevin M.
751 Lakefront Commons
Newport News, VA 23606

Title Manager

Brundage, William S.
751 Lakefront Commons
Newport News, VA 23606

Title Manager

Graham, Ian T.
751 Lakefront Commons
Newport News, VA 23606

Title Assistant Secretary

Godwin, Todd
751 Lakefront Commons
Newport News, VA 23606

Title Vice President - Infrastructure & Chief Information Security Officer

McKenzie, Kevin
751 Lakefront Commons
Newport News, VA 23606

Title Vice President - Finance

Winckler, Richard
751 Lakefront Commons
Newport News, VA 23606

Title Assistant Secretary

Pillars, Sally
751 Lakefront Commons
Newport News, VA 23606

Title Assistant Secretary

Yutesler, Julie A.
751 Lakefront Commons
Newport News, VA 23606

Title Assistant Secretary

Gallo, Eric Arthur
751 Lakefront Commons
Newport News, VA 23606

Title Assistant Secretary

McAninley, Krista Jones
751 Lakefront Commons
Newport News, VA 23606

Title Assistant Secretary

Rice, Wesley E.
751 Lakefront Commons
Newport News, VA 23606

Title Assistant Secretary

Shoemaker, Ashton
751 Lakefront Commons
Newport News, VA 23606

Annual Reports

Report Year	Filed Date
2023	02/02/2023

2024	04/12/2024
2025	04/23/2025

Document Images

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04/12/2024 -- ANNUAL REPORT	View image in PDF format
08/01/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
04/06/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
03/16/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
02/02/2023 -- ANNUAL REPORT	View image in PDF format
04/15/2022 -- ANNUAL REPORT	View image in PDF format
03/29/2021 -- ANNUAL REPORT	View image in PDF format
02/22/2020 -- ANNUAL REPORT	View image in PDF format
04/09/2019 -- Foreign Limited	View image in PDF format

Detail by Entity Name

Foreign Profit Corporation
FERGUSON US HOLDINGS, INC.

Filing Information

Document Number	F01000002345
FEI/EIN Number	54-1473338
Date Filed	05/01/2001
State	VA
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	06/06/2019
Event Effective Date	NONE

Principal Address

751 Lakefront Commons
Newport News, VA 23606

Changed: 04/16/2024

Mailing Address

751 Lakefront Commons
Newport News, VA 23606

Changed: 04/16/2024

Registered Agent Name & Address

Corporate Creations Network Inc.
801 US Highway 1
North Palm Beach, FL 33408

Name Changed: 04/16/2024

Address Changed: 11/15/2022

Officer/Director Detail

Name & Address

Title President / Director

Murphy, Kevin M.
751 Lakefront Commons
Newport News, VA 23606

Title Senior Vice President / Director

Brundage, William S.
751 Lakefront Commons
Newport News, VA 23606

Title Senior Vice President & Secretary / Director

Graham, Ian T.
751 Lakefront Commons
Newport News, VA 23606

Title Assistant Secretary

Pillars, Sally
751 Lakefront Commons
Newport News, VA 23606

Title Assistant Secretary

Gallo, Eric A.
751 Lakefront Commons
Newport News, VA 23606

Title Assistant Treasurer

Crowder, Brenda L.
751 Lakefront Commons
Newport News, VA 23606

Title VP & Treasurer

McElhannon, Shaun
751 Lakefront Commons
Newport News, VA 23606

Title Assistant Secretary

McAninley, Krista Jones
751 Lakefront Commons
Newport News, VA 23606

Title Vice President - Finance

Winckler, Richard
751 Lakefront Commons
Newport News, VA 23606

Title Vice President - Tax

Dubois, Rebecca S.
751 Lakefront Commons
Newport News, VA 23606

Annual Reports

Report Year	Filed Date
2023	04/28/2023
2024	04/16/2024
2025	04/16/2025

Document Images

04/16/2025 -- ANNUAL REPORT	View image in PDF format
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04/28/2023 -- ANNUAL REPORT	View image in PDF format
11/15/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
10/07/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
09/23/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
04/15/2022 -- ANNUAL REPORT	View image in PDF format
03/22/2021 -- ANNUAL REPORT	View image in PDF format
03/27/2020 -- ANNUAL REPORT	View image in PDF format
04/25/2019 -- ANNUAL REPORT	View image in PDF format
05/01/2018 -- ANNUAL REPORT	View image in PDF format
04/26/2017 -- ANNUAL REPORT	View image in PDF format
04/03/2017 -- Reg. Agent Change	View image in PDF format
04/22/2016 -- ANNUAL REPORT	View image in PDF format
04/16/2015 -- ANNUAL REPORT	View image in PDF format
03/06/2014 -- ANNUAL REPORT	View image in PDF format
01/23/2013 -- ANNUAL REPORT	View image in PDF format
04/12/2012 -- ANNUAL REPORT	View image in PDF format
04/28/2011 -- ANNUAL REPORT	View image in PDF format
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03/09/2006 -- ANNUAL REPORT	View image in PDF format
03/31/2005 -- ANNUAL REPORT	View image in PDF format
04/22/2004 -- ANNUAL REPORT	View image in PDF format
03/12/2003 -- ANNUAL REPORT	View image in PDF format
03/27/2002 -- ANNUAL REPORT	View image in PDF format
05/01/2001 -- Foreign Profit	View image in PDF format

Detail by FEI/EIN Number

Foreign Profit Corporation
FORTILINE, INC.

Filing Information

Document Number	F10000004477
FEI/EIN Number	57-0819190
Date Filed	10/04/2010
State	SC
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	06/07/2012
Event Effective Date	NONE

Principal Address

15850 DALLAS PARKWAY
DALLAS, TX 75248

Changed: 04/27/2022

Mailing Address

15850 DALLAS PARKWAY
DALLAS, TX 75248

Changed: 04/27/2022

Registered Agent Name & Address

CAPITOL CORPORATE SERVICES, INC.
515 EAST PARK AVENUE
2ND FLOOR
TALLAHASSEE, FL 32301

Name Changed: 06/05/2019

Address Changed: 06/05/2019

Officer/Director Detail

Name & Address

Title PRESIDENT, DIRECTOR

PACIFICO, ANDREW
15850 DALLAS PARKWAY
DALLAS, TX 75248

Title VICE PRESIDENT

NAGEL, MARTY
15850 DALLAS PARKWAY
DALLAS, TX 75248

Title DIRECTOR, CFO, TREASURER

BECKEN, SHERRY
15850 DALLAS PARKWAY
DALLAS, TX 75248

Title VICE PRESIDENT, ASSISTANT SECRETARY

MALBURG, AMANDA J
15850 DALLAS PARKWAY
DALLAS, TX 75248

Title VICE PRESIDENT

HIBBS, GARY
15850 DALLAS PARKWAY
DALLAS, TX 75248

Title ASSISTANT SECRETARY

VELZ, GREG
15850 DALLAS PARKWAY
DALLAS, TX 75248

Title DIRECTOR, SECRETARY

WARD, DERYL
15850 DALLAS PARKWAY
DALLAS, TX 75248

Annual Reports

Report Year	Filed Date
2023	04/30/2023
2024	04/28/2024
2025	04/25/2025

Document Images

04/25/2025 -- ANNUAL REPORT	View image in PDF format
04/28/2024 -- ANNUAL REPORT	View image in PDF format
04/30/2023 -- ANNUAL REPORT	View image in PDF format

04/27/2022 -- ANNUAL REPORT	View image in PDF format
06/08/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
04/27/2021 -- ANNUAL REPORT	View image in PDF format
05/14/2020 -- ANNUAL REPORT	View image in PDF format
06/05/2019 -- Reg. Agent Change	View image in PDF format
04/17/2019 -- ANNUAL REPORT	View image in PDF format
11/21/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
04/12/2018 -- ANNUAL REPORT	View image in PDF format
07/19/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
04/21/2017 -- ANNUAL REPORT	View image in PDF format
04/20/2016 -- ANNUAL REPORT	View image in PDF format
04/28/2015 -- ANNUAL REPORT	View image in PDF format
04/30/2014 -- ANNUAL REPORT	View image in PDF format
05/01/2013 -- ANNUAL REPORT	View image in PDF format
06/07/2012 -- Name Change	View image in PDF format
04/30/2012 -- ANNUAL REPORT	View image in PDF format
08/26/2011 -- Reg. Agent Change	View image in PDF format
03/16/2011 -- ANNUAL REPORT	View image in PDF format
12/13/2010 -- Reg. Agent Change	View image in PDF format
10/04/2010 -- Foreign Profit	View image in PDF format

AGENDA ITEM REQUEST

Originating Department: Utilities

Item Title: Agreement

Item Number: 4Q **Meeting Date:** 8/12/2025

City Reference Number (C#): C25185

Item Description:

A Resolution of the City of Sunrise, Florida, approving a "First Amendment to Project Agreement between the City of Sunrise and Stantec Consulting Services Inc. for Project Agreement No. PA-23-026-ST Fairways Townhomes Water Service Line Improvements"; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

ATY Resolution - C25185

First Amendment to Project Agreement 23-026-ST
Project Agreement

Background:
On August 15, 2023, the City Commission approved Project Agreement 23-026-ST with Stantec Consulting Services, Inc. (Stantec) for the Fairways Townhomes Water Service Line Improvements (Design, Permitting and Bidding) project.

The Fairways Townhome community lies generally between NW 26 and 29 Streets and between Sunrise Lakes Drive East to just east of NW 80th Avenue. The watermain providing service to the community is asbestos concrete (AC) material installed in the early 1970's. This community has experienced numerous water service repairs throughout the last ten years, as such, the watermain and water services require replacement. The replacement of the existing AC watermain and water services will improve water quality, service flows and pressures, and improve fire protection within the community. The project will include approximately 3,100 feet of new watermain, ranging in size between 6-inches and 8-inches diameter.

During the subsurface utility's investigation, it was determined that a portion of the watermain pipe that was to be replaced was not asbestos concrete pipe as reflected in the as-builts. This unforeseen condition led to a change in the design and construction method of the pipe replacement, and ultimately additional plan revisions.

On February 14, 2025, Project Agreement 23-026-ST with Stantec was extended 180 days through September 19, 2025 by the City Manager to allow for the Community Development Department Engineering Division plan review.

While the plan review is nearly complete, Stantec's services will be required for the Bidding Process and therefore the Project Agreement term will need to be extended. The attached First Amendment to Project Agreement 23-026-ST includes additional time through March 18, 2026 for Stantec to respond to any final permit review comments and to provide bidding assistance services. Stantec is not requesting any additional compensation associated with this First Amendment.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Sarah Ricci, Project Manager Phone: 954-888-6097

Department Head Name and Title:
Rodrigo de Castro, P.E., Director of Utilities

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "FIRST AMENDMENT TO PROJECT AGREEMENT BETWEEN THE CITY OF SUNRISE AND STANTEC CONSULTING SERVICES INC. FOR PROJECT AGREEMENT NO. PA-23-026-ST FAIRWAYS TOWNHOMES WATER SERVICE LINE IMPROVEMENTS"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 8, 2023, via Resolution No. 17-107-23-B, the City Commission approved Project Agreement Number: PA-23-026-ST (Project Agreement) with Stantec Consulting Services Inc. for the Fairways Townhomes Water Service Line Improvements Project; and

WHEREAS, during subsurface investigation, a discrepancy was discovered that was not indicated on the as-built drawings for the Project; and

WHEREAS, an amendment to the Project Agreement, extending the term through March 18, 2026, is required to allow for completion of the full scope of work and to complete the permitting and bidding services for the Project.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. The "First Amendment to Project Agreement Between the City of Sunrise and Stantec Consulting Services Inc. for Project Agreement No. PA-23-026-ST Fairways Townhomes Water Service Line Improvements" (First Amendment) is hereby approved. A copy of the First Amendment is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. The Mayor is hereby authorized to execute the First Amendment.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

First Amendment To

Project Agreement

Between

THE CITY OF SUNRISE

And

Stantec Consulting Services Inc.

For

PROJECT AGREEMENT NO. PA-23-026-ST
FAIRWAYS TOWNHOMES WATER SERVICE LINE MPROVEMENTS

This First Amendment to Project Agreement No.: PA-23-026-ST between the City of Sunrise, a Florida municipal corporation (hereinafter referred to as City) and Stantec Consulting Services, Inc. (herein referred to as Consultant).

WHEREAS, on May 7, 2021, the City and Stantec Consulting Services, Inc. entered into a Continuing Services Agreement for Professional Services for Water, Wastewater, Wastewater Reuse and Natural Gas Utilities Projects; and

WHEREAS, on August 8th, 2023, Project Agreement No. PA-23-026-ST was approved by Resolution No.: 17-107-23-B and entered into between the City of Sunrise and Stantec Consulting Services, Inc. for professional engineering services for the Fairways Townhomes Water Service Line Improvements Design Services, as authorized under the Project Agreement; and

WHEREAS, on February 14, 2025**,** Project Agreement No.: PA-23-026-ST was extended 180-days through September 19, 2025 through written notification by the City's City Manager.

WHEREAS, the Project Agreement No.: PA-23-026-ST expires on September 19, 2025, and the parties wish to extend the Project Agreement through March 18, 2026.

NOW THEREFORE, in consideration of the mutual covenants and obligations created hereby, as well as other good and valuable considerations, the parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made part of this Amendment.

2. Section 7.1 of the Project Agreement is hereby amended to add the language in underscore and to remove the language in ~~strikethrough~~ as follows:

7.1 This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect ~~for **585 days**~~, through March 18, 2026, unless otherwise terminated pursuant to Section 8.1 or 8.2, or

other applicable sections of this Agreement. ~~The City's City Manager, in his sole discretion, may extend the term of this Project Agreement through written notification to the Consultant. Such extension shall not exceed one-hundred eighty (180) days~~. No further extensions of this Agreement shall be effective unless authorized by City code or City Commission action.

3. Conflicting Terms. In the event the terms of this First Amendment conflict with those of the Project Agreement or its amendments, the terms of this First Amendment shall govern. All other terms of the Project Agreement and its amendment shall remain and continue in full force and effect.

4. Captions. The captions of this Amendment are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions of this First Amendment.

5. Effective Date. This First Amendment shall be effective when it is fully executed by both parties.

(Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment on the respective dates under each signature: the City, signing by and through his Mayor, attested to by its City Clerk, duly authorized to execute same and by Stantec Consulting Services, Inc., by and through its Client Service Manager duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan
_____ day of _____, 2025.

AUTHENTICATION:

_____
Felicia M. Bravo, City Clerk

(SEAL)

Approved as to form for City:

By: _____
Thomas P. Moss
City Attorney

CONSULTANT

STANTEC CONSULTING SERVICES INC.

By:_____
Oscar Bello, P.E.
Client Service Manager

Date:_____

AUTHENTICATE:

_____
Corporate Officer

_____
Please type name of Corporate Officer

(CORPORATE SEAL)

WITNESSES:

_____

_____

CITY CLERK
CITY OF SUNRISE
2023 AUG 16 PM 2:32

PROJECT AGREEMENT

Between

THE CITY OF SUNRISE

and

STANTEC CONSULTING SERVICES INC.

For

PROJECT AGREEMENT NO. PA-23-026-ST
FAIRWAYS TOWNHOMES WATER SERVICE LINE IMPROVEMENTS

Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise ("City") and Stantec Consulting Services Inc. ("Consultant") for Professional Services – Water, Wastewater, Wastewater Reuse and Natural Gas Utilities Projects (hereinafter referred to as "Continuing Services Agreement") dated May 7th, 2021, this Project Agreement (hereinafter referred to as "Agreement") authorizes the Consultant to provide the services as set forth below:

SECTION 1 INCORPORATION OF CONTINUING SERVICES AGREEMENT

1.1 All terms and conditions of the Continuing Services Agreement between the City and the Consultant dated May 7th, 2021, not specifically modified by this Agreement shall remain in full force and effect and are incorporated into and made a part of this Agreement by this reference as though set forth in full.

SECTION 2 CONSULTANT'S BASIC DUTIES TO CITY

2.1 By executing this Agreement, the Consultant represents to the City that the Consultant is professionally qualified to act as the Consultant for the Project (hereinafter referred to as "the Project") and is licensed to practice engineering by all public entities having jurisdiction over the Consultant and the Project. The Consultant further represents to the City that the Consultant will maintain all necessary licenses, or other authorizations necessary to act as Consultant for the Project until Consultant's duties hereunder have been completed. The Consultant shall be responsible for providing all necessary subconsultants required for the successful completion of the work as outlined in EXHIBIT "1," Scope of Services. The Consultant assumes full responsibility to the City for the improper acts, negligence, and omissions of its subconsultants and of all others employed or retained by the Consultant in connection with the Project.

2.2 Execution of this Agreement by the Consultant constitutes a representation that the Consultant has become familiar with the Project site and the local conditions under which the Project is to be implemented.

2.3 THIRTY PERCENT DESIGN DOCUMENTS

2.3.1 The Consultant shall review and examine the information, including any desired schedule and budgetary requirements, furnished by the City to understand the requirements of the Project and shall review its understanding of such requirements with the City.

2.3.2 The Consultant shall furnish to the City a preliminary written evaluation of such information in light of any Project budget requirements.

2.3.3 The Consultant shall review and discuss with the City any alternative approaches to design and construction of the Project.

2.3.4 The Consultant shall prepare and submit to the City for its review 30% design documents consisting of drawings and other documents illustrating the scale and relationship of proposed Project components. The Consultant shall be responsible for furnishing a legal description and any necessary survey(s) of the site, including, as may be reasonably required, grades and lines of streets, alleys, pavements and adjoining structures, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings and other improvements; and information concerning available service and utility lines above and below grade, including inverts and depths.

2.3.5 The Consultant shall submit to the City an estimate of probable construction costs for the Project.

2.3.6 If requested by the City, during construction, the Consultant shall be required to maintain for the City a record of deviations on the basis of information compiled and furnished, in part, by others, from the work as shown in the drawings and specifications and as actually installed. Before final payment by the City, the Consultant shall revise any drawings and specifications affected by such deviation so that all such documents shall show the work actually installed. A digital drawing or approved equal of the final certified record drawings shall be submitted to the City.

2.4 SIXTY PERCENT DESIGN DOCUMENTS- Not Used

2.5 NINETY PERCENT DESIGN DOCUMENTS

2.5.1 Based on the 30% design documents and any adjustments to that design, the proposed schedule, or Project budget authorized by the City, the Consultant shall prepare and submit to the City for its review, 90% design documents consisting of drawings and other documents to fix and describe the size and character of the Project as to civil, architectural, structural, mechanical and electrical systems; landscape architectural and irrigation design; materials and such other elements as may be appropriate.

2.5.2 The Consultant shall review its estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the City.

2.5.3 The Consultant shall assist the City in preparing and filing all documents necessary to obtain the approval of all authorities having jurisdiction over the Project.

2.6 ONE HUNDRED PERCENT DOCUMENTS

2.6.1 Upon the City's authorization, the Consultant shall prepare 100% design documents consisting of drawings and specifications setting forth in detail the requirements for construction of the Project. Such Construction Documents shall be project specific and shall be accurate, coordinated and adequate for construction, and shall be in conformity and comply with all applicable law, codes, standards, and regulations. Products specified for use shall be readily available unless specifically authorized by the City.

2.6.2 The Consultant shall review its most recent estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the City.

2.6.3 The Consultant shall be responsible for the preparation of bid packages to be made available for distribution to all prospective bidders via the City's electronic procurement system. Such packages shall include electronic copies of all relevant plans, specifications, and other documents upon which the bidding is to be based. All electronic documents shall be provided in an Americans with Disabilities Act (ADA) compliant format (except for plans, only the descriptive list will be provided in this format). The City reserves the right to elect paper copies if deemed necessary and, if elected, the Consultant shall make copies of complete bid packages available at its office nearest to the Project site during normal business hours for all prospective bidders. The Consultant shall be reimbursed by the City for the actual cost of reproduction of the documents contained within the bid package as a reimbursable item pursuant to the terms of Section 6.2 of this Agreement.

2.6.4 In the event that there are amendments to the bid packages, amendments to any of the documents contained with the bid packages, or any clarifications issued during the bidding process, the Consultant shall prepare for the City's approval written addenda as appropriate to interpret, clarify or expand the bidding documents. The Consultant shall make such documents available to all prospective bidders in a manner acceptable to the City, and shall be reimbursed for the actual costs of reproduction at the same rate specified in Section 2.6.3. There shall be no additional charges for amendments or clarifications other than as provided in Section 2.6.3.

2.6.5 The Consultant shall coordinate with the City during the bidding process and be available to address bidders' questions and comments at any time during the bidding process. The Consultant shall attend the pre-bid meeting, which will be held at a location as specified by the City.

2.6.6 The Consultant shall be available as necessary to assist the City in the evaluation of all bids received for determination of compliance with the bidding requirements. The Consultant shall not be responsible for performing any investigations or reference checks regarding bidders, nor shall it be responsible for determining whether a bid is responsive or a bidder is responsible; however, the Consultant shall assist the City as necessary in making such determination.

2.6.7 The Consultant will investigate, study, and analyze any proposed substitutions of materials or equipment and shall advise the City with respect to same.

2.7 ADMINISTRATION OF CONSTRUCTION – NOT USED

2.8 ADDITIONAL SERVICES

The following services of the Consultant are not included in Sections 2.3 through 2.7, nor in EXHIBIT "1," Scope of Services. Nevertheless, the Consultant shall provide such services as related to the Project if authorized in writing by the City prior to the performance or furnishing of same, and, unless otherwise specified in this Agreement, said services shall be paid for by the City as provided hereinafter.

2.8.1 Providing services to perform an extraordinary examination or investigation of existing conditions or to make measured drawings, or to verify the accuracy or other information provided by the City.

2.8.2 Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written direction by the City previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated, or are due to other causes not within the control or responsibility of the Consultant, either in whole or in part.

2.8.3 Preparing drawings, specifications and supporting data in connection with Change Orders, provided that such Change Orders are issued by the City due to causes not within the control or responsibility of the Consultant, either in whole or in part.

2.8.4 Providing services concerning repair or replacement of work damaged by fire or other cause during construction provided that such services are required by causes not the responsibility of the Consultant, either in whole or in part.

2.8.5 Providing services made necessary solely by the default of the Contractor or defects or deficiencies in the work of the Contractor.

2.9 SERVICE SCHEDULE

2.9.1 The Consultant shall perform its services in accordance with agreed upon schedule. The Consultant shall submit for the City's approval a schedule for the performance for the Consultant's services that shall include allowance for time required for the City's review of submissions and for approvals of authorities have jurisdiction over the Project. The City shall review and approve or reject any schedules submitted by the Consultant within five (5) working days of said submittal. If, in the event that construction of the Project is suspended for more than thirty (30) days, the Consultant shall also suspend Construction Administration Services upon request of City. Any time spent on the Project at the request of the City or on the City's behalf during this suspension shall be additional services and shall be paid based on the Standard Hourly Rates attached to the Continuing Services Agreement as EXHIBIT "B" Hourly Rates. The reasonable term of construction upon which the fees for Construction Administration Services in this Agreement are based, shall be extended to include the period of construction suspension. This schedule, when approved by the City, shall not, except for cause, be exceeded by the Consultant. In the event the City rejects any schedules submitted by the Consultant, the Consultant shall submit a revised schedule within forty-eight (48) hours of said rejection. Submission of a schedule acceptable to the City and to which the City makes no objection shall be a condition precedent for any payment to the Consultant.

2.9.2 Upon receipt of the Notification of Commencement and the fully executed Purchase Order, the Consultant shall commence services to the City on the Commencement Date, and shall continuously perform services to the City, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this Agreement as EXHIBIT "2." The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, which ever shall last occur, shall constitute the Contract Time.

2.9.3 Liquidated Damages: The parties recognize and agree that certain events may cause the City to suffer losses that are by their nature uncertain, difficult to prove, and not ascertainable at the time this Agreement is entered into. The parties agree that certain breaches will cause Consultant to pay City liquidated damages resulting from the breach. In no event shall these liquidated damages be construed or deemed to constitute penalties. Unless otherwise excused by the City in writing, in the event that the Consultant fails to meet the Contract Time for completion of a particular milestone of service(s) as determined by the Project Schedule, the Consultant shall pay to the City the sum of dollars identified below per day for each and every calendar day of unexcused delay beyond the milestone completion date(s) identified below, until completion of the milestone:

Milestone 1: 100% Design Documents $100/day

2.9.4 No Damages for Delay: The Consultant shall not be entitled to any claim for damages including, but not limited to, loss of profits, loss of use, home office overhead expenses, equipment rental and similar costs on account of delays in the progress of the Project from any cause or national disaster or emergency, unusual delay in deliveries, unusual delay in procuring permits, differing site conditions, unavoidable casualties or other cause beyond the Consultant's control, or by delay authorized by the City, or by other causes which the Consultant determines may justify delay. The Consultant's sole recovery and remedy for any such delay shall be a reasonable extension of time and a revision to the Project Schedule as determined by the City. However, additional costs to the Consultant or delays in the Consultant's performance caused by improperly timed activities shall not be the basis for granting a time extension. If the Consultant wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the City within three (3) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The City's representative shall determine whether the Consultant is entitled to a time extension for the delay. The failure of the Consultant to give such notice shall constitute a waiver of any claim under this section.

2.9.5 Notwithstanding the provisions of Subparagraph 2.89.4, in the event that the Contractor fails to substantially complete the Project on or before the Substantial Completion date specified in the Construction Contract or the Contractor is granted an extension of the time to complete performance under the Construction Contract and the Consultant's Contract Administration Services are materially extended by the City as a direct result thereof and through no fault of the Consultant, the Consultant shall be entitled to additional compensation at the rates shown in the Continuing Services Agreement EXHIBIT "B." The amount of compensation due by the Consultant under this Subparagraph shall be pursuant to approved written Amendment to this Agreement.

2.10 PERSONNEL

2.10.1 The Consultant shall assign only qualified personnel to perform any service concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

NAME	FUNCTION
Oscar Bello, PE	Client Service Manager/QA-QC
Dave Clarke, PE	Project Manager
Larissa Faria, PE	Project EOR
Eduardo Robaina	Sr. CAD Technician
Ricardo Versace	Project Engineer
Isabel Perez-Rios	Project Engineer
Laura Rodriguez	Administrative Assistant

So long as the individuals named above remain actively employed or retained by the Consultant, they shall perform the functions indicated next to their names. Furthermore, the City reserves the right to reject any proposed substitution for any of the above named individuals, and the City shall have the further right to require that any individual assigned to the Project by the Consultant be removed from the Project and reassigned for good cause.

SECTION 3 CITY'S BASIC DUTIES TO CONSULTANT

3.1 The City shall provide the Consultant with adequate information regarding the City's requirements for the Project including any desired or required design or construction schedule, or both, and any budgetary requirements including fixed limit of construction cost, prior to the start of the Construction Documents Phase of design, upon which the Consultant shall be entitled to rely.

3.2 The City shall review any documents submitted by the Consultant requiring the City's decision, and shall render any required decision pertaining thereto in a timely fashion.

3.3 The City shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Construction Contract.

3.4 If the City becomes aware of any fault or defect in the Project, nonconformance with the Construction Contract, or of any errors, omissions or inconsistencies in the drawings or specifications, prompt notice thereof shall be given by the City to the Consultant.

3.5 The City shall perform those duties set forth in Sections 3.1 through 3.4 as expeditiously as may reasonably be necessary for the orderly progress of the Consultant's services and of the work.

3.6 The City's review of any documents prepared by the Consultant or its subconsultants shall be solely for the purpose of determining whether such documents are generally consistent with the City's construction program and intent. No review of such

documents shall relieve the Consultant of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

SECTION 4 CONSTRUCTION COSTS

4.1 If the cost of construction exceeds the cost agreed upon by the City by more than 5% of the lowest bona fide bid or negotiated proposal, the City may (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or renegotiating of the Project, (3) terminate the Project and this Agreement in accordance herewith, or (4) cooperate in revising the Project scope or quality, or both, as required to reduce the construction cost. In the case of (4), the Consultant, without additional charge to the City, shall consult with the City and shall revise and modify the drawings and specifications as necessary to achieve compliance with the cost agreed upon by the City. Absent negligence on the part of the Consultant in making its estimates of probable construction cost, providing such modifications and revisions shall be the limit of the Consultant's responsibility arising from the establishment of such construction costs, and having done so, the Consultant shall be entitled to compensation for all other services performed, in accordance with this Agreement.

SECTION 5 BASIS OF COMPENSATION

5.1 The City shall compensate the Consultant for an amount not to exceed **$173,941.92** exclusive of authorized Reimbursable Expenses ($176,941.92 inclusive of Reimbursable expenses, if authorized) based on services rendered pursuant to Sections 2.3 through 2.7 and **EXHIBIT "1,"** Scope of Services, of this Agreement by allocating the estimated percentage of work for each of the tasks set forth in Section 5.2. Billings for each task shall not exceed the amount allocated to each task.

5.2 Payment to the Consultant of the sum set forth in Section 5.1 shall be allocated based on the estimated percentage of work completed for each of the following tasks:

Fee Summary Table

Task No.	Task / Description	Fee	Percent of Total Fee
1.0	Project Management	$12,761.48	7.34%
2.1	Topographic Survey	$17,800.00	10.23%
2.1	SUE	$18,500.00	10.64%
2.2	Geotechnical Investigation	$7,550.00	4.34%
3.1	30% Design Documents	$26,381.34	15.17%
3.2	90% Design Documents	$39,458.90	22.69%
3.3	100% Design Documents	$26,367.56	15.16%
4	Permitting	$14,218.04	8.17%
5	Bidding Services	$10,904.60	6.27%
	TOTAL	**$173,941.92**	**100%**

5.3 Additional services of the Consultant as described in Section 2.8, if any, shall be compensated as follows:

See EXHIBIT "B" Hourly Rates of the Continuing Services Agreement–

5.4 Reimbursable Expenses as defined in Section 6 shall be reimbursed to the Consultant by the City as provided in Section 6.

5.5 If the scope of the Consultant's services are changed materially through no fault of the Consultant, compensation due to the Consultant shall be equitably adjusted, either upward or downward.

SECTION 6 BILLING AND PAYMENTS TO CONSULTANT

6.1 Billing by the Consultant shall be in accordance with EXHIBIT "E" of the Continuing Services Agreement. Payments to the Consultant shall also be in accordance with EXHIBIT "E" of the Continuing Services Agreement and EXHIBIT "2" of this Agreement.

6.2 REIMBURSABLE EXPENSES

6.2.1 Reimbursable Expenses shall mean expenses incurred by the Consultant and Consultant's in the interest of the Project, as follows:

Not to exceed **$3,000** without prior written authorization by the City.

6.2.1.1 Reasonable expenses of: long-distance communications; mileage reimbursement in accordance with Section 2-2 of the Code of Ordinances of the City of Sunrise, Florida;

fees paid for securing approval of authorities having jurisdiction over the Project; actual cost of reproduction, postage and handling of drawings, specifications and other documents; renderings, models and mock-ups requested by the City; additional insurance coverage or limits, including professional liability insurance, requested by the City in excess of that required in the Request For Qualifications. The Consultant shall only be reimbursed for the direct cost of the item without additional mark-up. Costs for meals, snacks, and beverages are not considered a reimbursable expense.

SECTION 7 TERM

7.1 This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect for **585 days**, unless otherwise terminated pursuant to Section 8.1 or 8.2, or other applicable sections of this Agreement. The City's City Manager, in his sole discretion, may extend the term of this Project Agreement through written notification to the Consultant. Such extension shall not exceed one-hundred eighty (180) days. No further extensions of this Agreement shall be effective unless authorized by City code or City Commission action.

SECTION 8 TERMINATION

8.1 TERMINATION FOR CAUSE

8.1.1 This Agreement may be terminated by either party upon seven (7) days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event of a termination for cause, the Consultant shall be entitled to receive compensation for any work completed pursuant to the Agreement to the satisfaction of the City through the date of termination, less any amounts which the City reasonably deems necessary to withhold in order to correct any defects or deficiencies in the work performed by the Consultant. In no event shall the City pay for profit or overhead on work not performed.

8.2 TERMINATION FOR CONVENIENCE

8.2.1 This Agreement may be terminated by the City without cause upon ten (10) days' written notice to the Consultant. In the event of such a termination without cause, the Consultant shall be compensated for all services completed pursuant to this Agreement to the satisfaction of the City up to and through the date of termination, together with Reimbursable Expenses incurred. In such event, the Consultant shall promptly submit to the City its invoice for final payment and reimbursement which invoice shall comply with the provisions of Section 2.5 of EXHIBIT "E" of the Continuing Services Agreement.

8.2.2 **Under no circumstances shall the City make payment of profit or overhead for work that has not been performed. Additionally, the City shall not make payment for the following items:**

8.2.2.1 Anticipated profits or fees to be earned on completed portions of the work;

8.2.2.2 Consequential damages;

8.2.2.3 Costs incurred in respect to materials, equipment or services purchased or work done in excess of reasonable quantitative requirements of this Agreement;

8.2.2.4 Expenses of Consultant due to the failure of Consultant or its subconsultants to discontinue the work with reasonable promptness after notice of termination has been given to the Consultant; and

8.2.2.5 Losses upon other contracts or from sales or exchanges of capital assets or Internal Revenue Code Section 1231 assets.

8.2.2.6 Damage or loss caused by delay.

8.3 Assignment Upon Termination. Upon termination of this Agreement, the work product of the Consultant shall become the property of the City and the Consultant shall within ten (10) working days of receipt of written direction from the City, transfer to either the City or its authorized designee, all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and data in the possession of the Consultant pertaining to this Agreement. Upon the City's request, the Consultant shall additionally assign its rights, title and interest under any subcontractor's agreements to the City. All work product provided under this Section shall be used solely for its intended purpose.

SECTION 9 SEVERABILITY

9.1 If any term or provision of this Agreement or its application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such terms or provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the City, signing by and through its Mayor, attested to by its City Clerk, duly authorized to execute same and by Stantec Consulting Services Inc., signing by and through its Client Service Manager, duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan
16th day of August, 2023.

AUTHENTICATION:

Deputy City Clerk

(SEAL)

CITY OF SUNRISE • FLORIDA • CORPORATE SEAL 1961 A MUNICIPAL CORPORATION

Approved as to form for the City:

By: _____
Kimberly A. Kisslan
City Attorney

Authorized City Representative's Initials: _____ Authorized Consultant Representative's Initials: _____

CONSULTANT

Oscar R. Bello

By: _____
Oscar Bello, P.E.
Client Service Manager

7 day of August, 2023.

AUTHENTICATE:

_____
Secretary

JEFFREY P. STONE
Please type name of Secretary
Asst

STANTEC CONSULTING SERVICES INC.
CORPORATE SEAL

WITNESSES:

Natalie M Pinn

Shehab Bata

EXHIBIT "1"

TO

PROJECT AGREEMENT PA-23-026-ST

FAIRWAYS WATER SERVICES IMPROVEMENTS PROJECT

SCOPE OF SERVICES

The CITY has requested CONSULTANT provide Engineering Design, Permitting and Bidding Support Services for the Fairways Water Services Improvements Project.

This project replaces existing water main and services in the Fairways Townhouse Community. Project limits include: NW 80th Avenue, NW 27th Court, NW 27th Place, NW 28th Street, NW 28th Court, NW 28th Place, and NW 29th Street. Connections to an existing 8-inch main are located along the west/northwest side along Sunrise Lakes Drive East at NW 27th Court, NW 28th Court and NW 29th Street.

The existing watermains consists of asbestos concrete (AC) piping installed sometime in the late 1970s, according to as-built records. It is anticipated that most of the new water main will be installed via the Close Tolerance Pipe Slurrification (CTPS) method. This project will allow the CITY to replace aging existing Asbestos Cement (AC) pipe and improve water quality, service, and fire flow requirements in the area.

Improvements will also include full milling and resurfacing of the existing roadways within the project limits where the new watermain is being installed.

The new watermain size will range between 6-inches and 8-inches. The new watermain material used will be High-Density Polyethylene (HDPE) Pipe for CTPS. The CONSULTANT will be responsible for obtaining topographic survey, Subsurface Utility Exploration (SUE) and geotechnical exploration required to support the new water main design.

Approximate length of the new watermains is 3,100 linear feet (LF) and will include new fire hydrants and replacement of existing service lines.

The scope of the project includes the following major components and improvements for the new watermain pipeline replacement:

- Obtain a topographical survey, geotechnical borings and subsurface utility locates within the project limits.
- Conduct a field review and take photographs within the project limits to document existing conditions.
- Verify if existing easements exist for the water main.
- Establishing proposed watermain CTPS, locations for boring pits, HDD, side street connections and reestablishing existing services. Work will include new fire hydrants, as required to meet current codes, and replacement of existing services

lines up to but not including the actual water meter. Water meter replacement under the City's replacement program.

- Verify the location of the existing water meters and locate them in the ROW or existing easement, as needed.
- Detail engineering design for approximately 3,100 LF of new watermain pipeline, including the following:
    - CTPS methods to install new water main along: NW 80th Avenue, NW 27th Court, NW 27th Place, NW 28th Street, NW 28th Court, NW 28th Place, and NW 29th Street. Water main connections to an existing 8-inch main are located along the west/northwest side along Sunrise Lakes Drive East at NW 27th Court, NW 28th Court and NW 29th Street.
- Design for milling and resurfacing of all roadways within the project limits.
- Permitting assistance to obtain permits with the Fire Department, Broward County Traffic, and City of Sunrise Community Development Department (CDD) Engineering Division, and Florida Department of Environmental Protection, as required.
- Bidding assistance by preparing documents to advertise for bids, presenting at pre-bid meeting, responding to request for information, and developing addenda.
    - Construction Documents (Drawings, Construction Specifications, Opinion of probable cost)

All components shall be designed in accordance with all applicable agencies, the CITY of Sunrise Utility and Community Development Departments.

This Project Agreement (PA) will provide the engineering services to prepare detailed design and documents to be used for permitting and bidding, including permitting services to obtain CDD Engineering Approved Plans and provide assistance to the CITY during the bid phase.

TASK 1 – PROJECT MANAGEMENT

Task 1.1 – Project Management

The CONSULTANT will be responsible for overall coordination and administration of this project through its Project Manager (PM). The PM will manage the financial and scheduling aspects of the various work activities identified herein for the period indicated in the Project Schedule. The PM will develop the project plan, schedule, develop and maintain the planned execution of the project, oversee quality assurance and quality control (QA/QC) reviews, maintain and update budget and schedule status, prepare miscellaneous project management correspondence and documents, coordinate activities of all project team members, and manage project issues requiring discussion or resolution with the CITY.

The CONSULTANT will prepare and submit monthly invoices in accordance with the Project Agreement. The CONSULTANT will prepare monthly progress reports to document project progress and submit the reports with each invoice.

Task 1.2 - Meetings

The CONSULTANT shall schedule and conduct one Kick-off Meeting with the CITY. Topics for discussion will include project overview, project team, communications, project schedule, and initial data and input needs from the CITY. The CONSULTANT shall prepare the meeting agenda and meeting minutes. Meeting minutes will be submitted to the CITY in electronic format for review and comment.

In addition to the Kickoff Meeting, the CONSULTANT will attend design meetings identified under the Detailed Design tasks.

DELIVERABLES:

- Monthly Progress Reports
- Monthly Invoices
- Meeting Agendas
- Meeting Minutes
- Design Schedule

MEETINGS:

- Kickoff Meeting

TASK 2 –FIELD INVESTIGATIONS

Task 2.1 Topographic Survey and Subsurface Utility Exploration (SUE)

The CONSULTANT shall utilize a Florida Registered Professional Land Surveyor to complete a boundary and topographic survey of the project area in accordance with the current surveying requirements of the Board of Professional Surveyors and Mappers of the State of Florida, as outlined in the "Standards of Practice" in Chapter 5J-17 of the Florida Administrative Code. The surveyor will also perform a title search. The survey investigation shall include the following:

- Obtain specific boundary information, recovery of boundary monumentation, such as right of way lines, subdivision lines, lot lines, base lines, and easement lines, as required by the project
- Survey shall extend right of way to right of way on all roadways within the project limits.
- The location of all above ground visible improvements, including pavement, slabs, fences, signs, mailboxes, overhead wires, and utility features, within the limits of the survey area

- The location of trees 3-inches in diameter or larger at breast height within the Right of Way and within the limits of the survey area
- Measure rim and invert elevations for drainage and sanitary sewer structures, if accessible and unobstructed. Pipe sizes and pipe material will be noted.
- Provide cross-section elevations at 50-foot intervals along all roadways
- All elevations will be relative to North American Vertical Datum of 1998 (NAVD88) and based on National Geodetic Survey (NGS), Florida Department of Transportation (FDOT), or South Florida Water Management benchmarks.
- Benchmarks will be provided on survey control, set on, or immediately adjacent to the project, and shown on the survey

The CONSULTANT shall utilize an underground utility location contractor to designate existing utilities along the subject watermain pipeline alignment using a combination of signal induction and Ground Penetrating Radar (GPR). During detail design there will be a need to perform a (GPR) survey, and subsurface utility excavation (SUE) along the proposed watermain pipeline alignment to locate metal and plastic underground utilities (pipes, electric, telecommunications, fiber, etc.). The CONSULTANT shall oversee the SUE activities and ensure that any de-watering activities are included in the work to properly identify existing utilities. Assumes 20 vacuum excavations will be performed to determine exact elevations and positions of subsurface utilities in potential conflict with the proposed watermain pipeline alignment. This effort will be performed at locations identified by the CONSULTANT subsequent to the 30 percent design efforts.

DELIVERABLES:

- Signed and Sealed Topographic Survey
- SUE Report

Task 2.2 Geotechnical Investigation

The CONSULTANT shall retain and utilize the services of Geotechnical Engineering firm to carry out a geotechnical investigation of the project area. The goals and objectives of the geotechnical investigation shall include the following:

- Identify and classify soil types within project area.
- Identify the characteristics and properties of the soils present, including moisture content, grain size analysis, plastic properties, unit weights, permeability, compaction, and corrosivity.
- Use available soil characteristics, properties and potential project geometrics to identify possible geotechnical concerns.
- Obtain groundwater table elevation.

- Perform up to **6 Standard Penetration Test** (SPT) borings to depths of approximately **15 feet below** existing grade at locations selected by the CONSULTANT to support the design of the trenchless installation.

Upon completion of the geotechnical investigation, the Geotechnical Engineering firm shall prepare a report including the following:

- Brief description of soil conditions observed in the field and in the laboratory
- Conclusions and recommendations regarding:

- Primary geotechnical engineering concerns and mitigating measures, as applicable
- Provide geotechnical recommendations for engineering design for pipelines, and structures, including pipe bedding, backfill, and compaction requirements
- Soil Corrosivity Considerations
- Site preparation and grading including treatment of weak, porous, compressible and expansive surface soils and the construction of fills
- Preparation of subgrade and aggregate base for pavement areas

DELIVERABLES:

- Geotechnical Report

TASK 3 DETAILED DESIGN

The CONSULTANT shall develop design documents for the new watermain pipeline replacement which will include progress submittals at 30%, 90%, 100%, and Issued for Bid. Design documents will include drawings, technical specifications, and opinion of probable construction cost (OPCC) as outlined in each detailed design progress submittal task below.

The development of the design documents for the watermain replacement will include the following:

- Perform an initial field visit which will include walking along the proposed alignment, taking photos and documenting any existing features that may impact the new pipeline.
- Gather and review available background information on the project, including utility atlas maps, GIS data, and as-built and record drawings information.
- A desktop review of publicly available information will be conducted to identify any known contaminated sites along the project corridor.
- During development of the design, the CONSULTANT will conduct up to three (3) site visits to verify information and refine the design. The findings from the site visits and review of information will be incorporated into the design deliverables.
- Obtain a Sunshine 811 Design Ticket to obtain information on existing utilities in the project corridor.

- Develop construction sequencing and analyze available information on service connections.
- Standard Construction Details – CONSULTANT will include standard construction details, typical sections, and construction notes as required.
- Best Management Practices Plan – CONSULTANT will prepare a "Best Management Practices Plan" and appropriate soil erosion control details. It is intended that this plan will reflect the minimum needs for permitting / construction start-up and that the Contractor will update the plan for inclusion in the NPDES Stormwater Pollution Prevention Plan.
- Maintenance of Traffic (MOT) Plan – CONSULTANT will add appropriate notes and references to the plans to outline the performance specifications for the MOT in accordance with the standards and requirements of FDOT. The contractor will be responsible for preparing and submitting a site-specific MOT plan in the future.
- Technical Specifications – CONSULTANT will provide construction specifications for the process and materials of the civil/site improvements.
- Identify pavement repair/reconstruction requirements and proposed resurfacing limits per City and regulatory requirements.
- Coordinate with CITY to inventory existing materials such as pipes, fittings, and fire hydrants that can be used for this watermain replacement project.

Task 3.1 Thirty Percent Design Documents

Subtask 3.1.1 30% Design Development

The CONSULTANT shall develop 30% design documents. The 30% design will establish the principal characteristics, general arrangement, major diversions, trenchless installation and general design criteria for the project. Drawings will be in plan view only for the proposed watermain, shown on the survey with existing utilities, easements/rights-of-way indicated, connection points and stub-outs for any future connections.

Subtask 3.1.2 30% Design Opinion of Probable Construction Cost

The CONSULTANT will also prepare a preliminary planning level opinion of probable construction cost (OPCC) using the quantities identified in the 30% design drawings. The OPCC shall be a Class 5 in accordance with AACE International.

Subtask 3.1.3 30% Design Documents Internal Review

The CONSULTANT will submit the design documents for review. The review process will consist of the following steps:

- CONSULTANT will submit the 30% design documents for review to verify that consistency with the desired design intent is being achieved.

- The CITY will review the documents over a fifteen (15) working day period, at the end of which, a review meeting will be held with the presence of all parties. Prior to the meeting, The CITY shall provide consolidated written comments from all CITY reviewers to the CONSULTANT in a Microsoft Word or Excel spreadsheet format. The CONSULTANT shall review the comments and identify any comments which may require discussion or additional information from the CITY so that the items can be discussed at the review meeting.
- Within ten (10) working days from receipt of comments, CONSULTANT shall provide written responses to each of the CITY's review comments, indicating how the comment will be addressed in the design or indicating exceptions to any comments. For any comments with exceptions, the CONSULTANT will provide explanations and reasons to justify the exception for the CITY's review and concurrence.
- If comments require substantial re-configuration or re-design, the CONSULTANT will schedule and attend one (1) meeting with the CITY to confirm the proposed changes with design sketches or updated design drawings to ensure ongoing resolution of comments prior to the subsequent submittal.

DELIVERABLES

- 30% Design Drawings (Plan view Only)
- Project Technical Specifications -Table of Contents
- Preliminary OPCC
- Responses to 30% Review Comments

MEETINGS:

- 30% Design Review Meeting
- Comment Resolution Meeting, if required

Task 3.2 Ninety Percent Design Documents

Subtask 3.2.1 90% Design Development

Based on the 30% design task and incorporating review comments as appropriate, CONSULTANT shall develop 90% design documents. This task will include an update to the design drawings, specifications, and calculations. The design shall detail the requirements for bidding and construction of the project and shall be suitable to initiate permitting review by the regulatory agencies identified in Task 4. The CONSULTANT will develop a full set of draft project specifications, including front end documents (Division 00), using the CITY's standard front-end documents (Instruction to Bidders, General Covenants and Conditions, Supplementary General Conditions, and other applicable provisions and appendices). Project specifications will be modified as necessary by the CONSULTANT to conform to the requirements of the CITY'S standard front-end

documents. The CONSULTANT will develop a conceptual construction schedule to determine the period of time required for construction and define substantial and final completion durations.

Subtask 3.2.2 90% Design Opinion of Probable Construction Cost

The CONSULTANT will update the 30% OPCC using the 90% design documents and updated quantities identified in the 90% design drawings. The OPCC shall be a Class 3 in accordance with AACE International.

Subtask 3.2.3 90% Design Documents Internal Review

The CONSULTANT will submit the 90% design documents to the City of Sunrise Utilities Department for review. The review process will consist of the following steps:

- CONSULTANT will submit the 90% design documents in PDF for review to verify that consistency with the desired design intent is being achieved.
- The CITY will review the documents over a fifteen (15) working day period, at the end of which, a review meeting will be held with the presence of all parties. Prior to the meeting, The CITY shall provide consolidated written comments from all CITY reviewers to the CONSULTANT in a Microsoft Word or Excel spreadsheet format. The CONSULTANT shall review the comments and identify any comments which may require discussion or additional information from the CITY so that the items can be discussed at the review meeting.
- Within ten (10) working days from receipt of comments, CONSULTANT shall provide written responses to each of the CITY's review comments, indicating how the comment will be addressed in the design or indicating exceptions to any comments. For any comments with exceptions, the CONSULTANT will provide explanations and reasons to justify the exception for the CITY's review and concurrence.

Subtask 3.2.4 90% Design CDD Submittal

The CONSULTANT will submit the 90% design documents to the City of Sunrise Community Development Department / Engineering Division for review. The review process will consist of the following steps:

- The CONSULTANT will revise and update the 90% design documents in accordance with comments received. Upon review and acceptance for readiness by the City's Utility Project Manager, electronic plans will be signed and sealed for permitting review by the permitting agencies identified in Task 4 including CDD/Engineering Division.

DELIVERABLES:

- 90% Design Drawings (Plan, profile and details)
- 90% Specifications
- Updated Engineering Calculations
- Draft MOT Concepts
- Updated OPCC
- Responses to 30% Review Comments

MEETINGS:

- 90% Design Review Meeting
- Comment Resolution Meeting, if required

Task 3.3 One Hundred Percent Design Documents

Subtask 3.3.1 100% Design Development

The CONSULTANT will update the design drawings and specifications to address permitting review comments from Task 4 until permits have been secured and develop 100% design documents to be used for the purposes of bidding the project.

Subtask 3.3.2 100% Design Opinion of Probable Construction Cost

The CONSULTANT will update the 90% OPCC using the 100% design documents and updated quantities identified in the 100% design drawings. The OPCC shall be a Class 2 in accordance with AACE International.

DELIVERABLES:

- Signed and Sealed 100% Drawings and Specifications
- Updated Opinion of Probable Construction Cost
- Response letter addressing permitting review comments from Task 4

TASK 4 PERMITTING

The CONSULTANT will provide and apply for the following permits on behalf of the CITY:

- City of Sunrise CDD Engineering Division - Engineer Plans Review
- Florida Department of Environmental Protection - Watermain Construction Permit
- Broward County Traffic Engineering
- Broward County Surface Water Management Division

The CITY shall be responsible for all permitting fees and the CONSULTANT shall provide other supporting documentation as may be required by permitting agencies. It is

acknowledged by CITY that the period required for obtaining permit review is beyond the complete control of CONSULTANT, except for issues concerning the permitting of the design and CONSULTANT's ability to respond to permitting agency requests for information. CONSULTANT will submit permitting information and respond to requests for information expeditiously, but in no case will the CONSULTANT take longer than fifteen (15) business days to respond to such requests.

The CONSULTANT will respond to requests for additional information as applicable for the above listed jurisdictional agencies. Up to three (3) meetings with the applicable regulatory agencies are considered under this task.

TASK 5 - BIDDING SERVICES

Task 5.1 Bidding Services

The CONSULTANT shall assist the CITY in solicitation of bids. The CONSULTANT will provide the following services during the bidding process:

- Provide a project description to be used in the advertisement for bid and Invitation to Bid form.
- Provide a bid form worksheet.
- Provide electronic copies of 100% design drawings, specifications, bid form worksheet, and other documents required for bidding to be made available for distribution to prospective bidders via the CITY's electronic procurement system. All electronic documents shall be provided in an Americans with Disabilities Act (ADA) compliant format.
- Attend one (1) Pre-Bid Meeting and site visit.
- Coordinate with the CITY during the bidding process and be available to address bidder's questions and comments during the bidding process.
- Provide responses to address Bidder's Request for Information (RFI) related to the design. The CITY shall be responsible for forwarding design related RFI's to the CONSULTANT. The CITY shall be responsible for addressing RFIs related to non-design items, such as bidding procedures, Contract for Construction, General and Supplementary Conditions. The CITY shall be responsible for maintaining the RFI log and distributing RFI responses.
- Investigate, study and analyze proposed substitutions of materials or equipment and advise the CITY with respect to the same
- Prepare up to three (3) addenda modifying design drawings and/or specifications to clarify or expand design elements in the bidding documents. The addenda documents will be provided in electronic format and will be ADA compliant. The CITY shall be responsible for distributing Addenda documents via the electronic procurement system.

- Assist the CITY in evaluation of the bids received by providing a technical review of received bids and a letter of recommendation of award. The CONSULTANT shall not be responsible for performing any investigations or reference checks regarding bidders, nor shall it be responsible for determining whether a bid is responsive or a bidder is responsible; however the CONSULTANT shall assist the CITY in making such a determination.

Task 5.2 Conformed Documents

The CONSULTANT shall incorporate into the 100% documents, which were used for bidding, modifications resulting from the bid-phase period RFIs and addenda. Following preparation of the Conformed Construction Drawings and Specifications, the CONSULTANT shall make such documents available to the CITY and the contractor awarded the project. The CONSULTANT shall provide all CAD files after conformed documents are produced.

DELIVERABLES:

- Bid Award Recommendation Letter
- Conformed Drawings
- Conformed Specifications

MEETINGS:

- Pre-Bid Meeting

ASSUMPTIONS AND EXCLUSIONS:

1. Existing watermains within the project limits will be replaced in-kind (same size or one size up, if practical).
2. It is assumed that the Arborist's services or report are not required.
3. The design (relocation or new) of other utilities (wastewater, electric, and/or telecommunications) is not included within this scope of work unless in conflict with proposed work.
4. Evaluation of alternative corridors for proposed pipeline alignment outside of project boundary limits, is not included in this scope of work.
5. Hydraulic modeling of existing or proposed watermain distribution system is not included in this scope of work.
6. All permit fees will be paid by the City.
7. It assumed all drawings will be developed using AutoCAD software.
8. Bidding services do not include services for any bid protests.
9. Third party litigation services or expert witness services are not included.
10. Construction Administration, including engineering services during construction, inspections, support, observations, and As-built drawings, are not included in this scope of work.
11. There are known hazardous pollutants (arsenic) which may require additional efforts during design, permitting, or bidding. Consultant has been notified that the Sunrise Country Club Golf Course is listed in the contaminated sites of Broward County. Consultant has been asked to consider this factor during the design phase.
12. Design and permitting of any off-site improvements not specifically included herein are not included in this scope of work.
13. The Opinions of probable construction costs (OPCC) prepared, to set project budget, and/or funding, represent our best judgment as a design professional familiar with the Construction industry. Unless and to the extent otherwise indicated by the ENGINEER, such opinions or evaluations are based on upon current market rates for labor, material and equipment. The estimators have no control over the costs of said labor, materials, or equipment, construction contractor's methods of determining bid prices, competitive bidding environments, unidentified field conditions, market conditions, hyper-inflationary or deflationary price cycles, or any other factors that may affect the OPCC, the project budget or negotiating conditions at the time of project execution. The OPCC is a "snapshot" in time and that the reliability of the OPCC will degrade over time. Accordingly, the ENGINEER does not warrant or represent that construction bids or negotiated prices will not vary from the good faith OPCC.

EXHIBIT "2"

TO

PROJECT AGREEMENT PA-23-026-ST

FAIRWAYS WATER SERVICES IMPROVEMENTS PROJECT

PROJECT SCHEDULE

Task No.	Task Description	Task Completion Duration (days)	Task Completion Following Notice to Proceed (days)
1	Project Management	0	585
2.1	Topographic Survey	90	90
2.2	Geotechnical Investigation	60	90
3.1.1-3.1.2	30% Design Documents	45	135
3.1.3	30% Design Documents Internal Review	15	150
2.1	Subsurface Utility Exploration (SUE)	25	175
3.2.1-3.2.2	90% Design Documents Submittal	115	290
3.2.3	90% Design Documents Internal Review	15	305
3.2.4	90% Design CDD Submittal	15	320
4	Permitting[1]	120	440
3.3.1-3.3.2	100% Design Documents[3]	25	465
5	Bidding[2]	120	585

Notes:

1. 120 days have been assumed to obtain permit approval from the City for Sunrise CDD Department
2. 120 days have been assumed for bidding services.
3. Denotes project milestone item per Section 2.9.3 of this Project Agreement

Authorized City Representative's Initials: _____ Authorized Consultant Representative's Initials: _____

AGENDA ITEM REQUEST

Originating Department: City Commission

Item Title: Presentation

Item Number: 6A **Meeting Date:** 8/12/2025

City Reference Number (C#):

Item Description:

Legislative Update by State Representative Robin Bartleman. City Manager Mark Lubelski.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

No Attachments Available

Background:
Representative Robin Bartleman requested time to update the Mayor, Commissioners and residents on a post legislative session update.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: City Manager Mark Lubelski. Phone: 954-746-3430

Department Head Name and Title:
City Manager Mark Lubelski.

City Manager:
Authorized for agenda placement

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: City Commission

Item Title: Proclamation

Item Number: 6B **Meeting Date:** 8/12/2025

City Reference Number (C#):

Item Description:

Proclamation proclaiming August 31st, 2025 as International Overdose Awareness Day in the City of Sunrise. Mayor Michael J. Ryan. Deputy Mayor Neil C. Kerch. Assistant Deputy Mayor Jacqueline A. Guzman. Commissioner Latoya S. Clarke. Commissioner Joseph A. Scuotto.

Funding:

Amount:

ATTACHMENTS:

Proclamation

Background:

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Phone:

Department Head Name and Title:

City Manager:
Authorized for agenda placement

Proclamation

Office of the Mayor

International Overdose Awareness Day

Whereas, International Overdose Awareness Day, observed annually on August 31st, serves as a crucial reminder of the devastating toll that overdose deaths have on our world, and aims to reduce the stigma surrounding drug-related deaths; and

Whereas, this day provides an opportunity to honor those who have lost their lives to overdoses, to support their loved ones who mourn their loss, and to raise awareness about the ongoing public health crisis related to substance use disorders; and

Whereas, it is essential that we come together to advocate effective prevention, treatment, and harm reduction strategies, ensuring that individuals at risk of overdose receive the support and resources they need to lead healthy, fulfilling lives; and

Whereas, the commitment to providing access to life-saving interventions, such as naloxone, and enhancing mental health and addiction services is key to preventing further overdose deaths and saving lives around the world; and

Whereas, by educating communities, policymakers, healthcare providers, and individuals about the risks of overdose, we can foster a culture of understanding, empathy, and collective action toward a future where the loss of life due to overdose is no longer an inevitability.

NOW, THEREFORE, I, Michael J. Ryan, Mayor of the City of Sunrise, Florida, together with the City Commissioners do hereby proclaim August 31st, 2025, as **International Overdose Awareness Day** in the City of Sunrise and encourage all individuals, organizations, and communities to join together in remembrance, education, and action to combat the overdose crisis. Let us honor the memory of those who have passed and support the ongoing efforts to create a world where no one must experience the pain of losing a loved one to overdose.

Witness My Hand and Official Seal of
The City of Sunrise, Florida

Michael J. Ryan, Mayor

AGENDA ITEM REQUEST

Originating Department: Leisure Services

Item Title: Presentation

Item Number: 6C **Meeting Date:** 8/12/2025

City Reference Number (C#):

Item Description:

Presentation of the Youth Athlete of the Month Award for August 2025 to Anaelle Edouard and Christian Sergeev from the Sunrise Tennis program. Kevin Pickard, Director of Leisure Services.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

August 2025 Youth Athlete of the Month-Tennis

Background:
In 2018, the Sunrise City Commission approved a program to recognize youth athletes in the City Leisure Services programs on a monthly basis. The City established the Youth Athlete of the Month program on February 13, 2018 via Resolution 18-18 as a way of recognizing outstanding youth athletes from the Sunrise recreational, travel and instructional sport programs.

The program recognizes two youth athletes (one male and one female) from different athletic programs each month. The Leisure Services Advisory Board administers the selection process for City operated programs using nominations submitted by volunteer coaches. The City's contractual athletic organizations and instructors administer the selection process for their respective organizations.

Each award recipient receives a City of Sunrise Leisure Services voucher valued at $25.00, which is redeemable as payment towards various Leisure Services Programs. The monthly winners are recognized at a City Commission meeting and the City Commission provides each recipient with a certificate of recognition.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Julie Flaig Phone: 954-747-4641

Department Head Name and Title:
Kevin Pickard, Director of Leisure Services

City Manager:
Authorized for agenda placement

August 2025 Youth Athlete of the Month
Tennis

Athlete: Christian Sergeev
Instructor: Marcelo Smashey

Christian Sergeev is a 5-year old, soon-to-be Kindergartner and a participant in the Sunrise Tennis Program.

Comments from his Coach:

Christian is a delight to have in our tennis program. He is a high-spirited child who is always excited to learn new tennis skills. He arrives at practice ready and eager to improve. Christian has shown exceptional growth due to his dedication to practice on the court and especially at home.

We are proud to nominate Christian for Youth Athlete of the Month and are excited to watch him grow in the sport which he so clearly enjoys.

Athlete: Anaelle Edouard
Coach: Marcelo Smashey

Anaelle Edouard is a 7-year old student at Parkside Elementary School and a participant in the Sunrise Tennis program.

Comments from her Coach:

Anaelle is a very talented young tennis player. She comes to practice with a great attitude and works hard honing her skills, ready to improve every day. She has an advanced development and comprehension of the game of Tennis, which we have seen as Anaelle has earned 2nd Place in her first three tournaments.

Anaelle has definitely earned this recognition of Youth Athlete of the Month and we are excited to see what the future holds for her.

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: Human Resources

Item Title: Presentation

Item Number: 6D **Meeting Date:** 8/12/2025

City Reference Number (C#):

Item Description:

Presentation of the Outstanding Performance Award for July 2025 to Marco Murillo, Field Supervisor, Public Works. Rodrigo De Castro, Director of Utilities.

Funding:
001.16.10.513.504907 - Employee Appreciation

Amount:
$50.00 Gift Card

ATTACHMENTS:

OPA July 2025 - Marco Murillo

Background:
The Outstanding Performance Award Program is a monthly award program that provides an opportunity to honor employees who are outstanding contributors to the organization. Outstanding Performance Awards are nominated by coworkers through submission of a nomination form to the Human Resources Department. Employees are selected for the monthly Outstanding Performance Award by a selection committee. Each employee receiving one of these honors is recognized at a City Commission Meeting with an award certificate and a $50.00 gift card.

The Selection Committee has reviewed the nominations submitted and have selected the following employee for July 2025:

- Marco Murillo

The employee will be presented with a certificate of recognition and will receive a $50.00 American Express gift card.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Jami Ketchup, Director of Human Resources

Phone: 954-838-4522

Department Head Name and Title:
Rodrigo de Castro, Director of Utilities

City Manager:
Authorized for agenda placement

NOMINATION FOR OUTSTANDING PERFORMANCE AWARD

The Outstanding Performance Award Program provides an opportunity to honor General Employees who are outstanding contributors to the organization

Employee Name: Marco Murillo

Job Title: Field Supervisor

Department/Division: Utilities-Public Works

I hereby nominate Marco Murillo **for the Outstanding Performance Award for the reasonsstated below:**

See attached nomination.

Diego Santana — 6/3/25

Name and Signature of Nominator — **Date**

Rodrigo de Castro-Fuentes — 6/3/25

Name and Signature of Director — **Date**

Employee of the Month Nomination for Marco Murillo

Marco Murillo is the Utility Field Supervisor for the Utilities-Public Works Division Stormwater and Grounds Section, and he has been an exemplary employee of the City of Sunrise since 2012. Marco is a hardworking, reliable, and trustworthy employee. He supervises the Stormwater and Grounds Section, including the ROW revitalization program. Marco is also in charge of the Public Works after-hours call-out team, and he has assisted his team on several emergency occasions, particularly during the rainy season.

Marco often receives appreciation from residents. Recently, we received email from a resident that states – "Every time I put in a request for service it is acted upon in a prompt and efficient manner." and another email from a resident that has resided in the City since 1984 – "I can't get enough kudos to Marco, who sort of led the charge in getting things done and did it in such a professional manner. It's people like this that we need to keep in our City, employees who understand the citizens".

Marco commitment to excellent customer service does not go unnoticed, and his hard work, leadership, and dedication have truly made a positive impact.

In addition, the Utilities Public Works Team has taken on numerous in-house construction projects by repairing drainage pipes, replacing decorative streetlight, and installing new landscaping using in-house resources. He engages his staff in challenging assignments to create opportunities for growth and development. For instance, his staff were able to complete a challenging project at Hiatus Rd just south of Commercial Blvd by managing the entire landscaping replacement and having City staff installing new LED lights to enhance the entrance of the City.

Marco has shown that every single employee at the City of Sunrise can make a difference if you are proud to be a City employee and you care for it. Marco's enthusiasm and willingness to work has been a positive reflection on the work group where his work integrity is fully appreciated and recognized by his colleagues. It is truly a pleasure to work with him, and we are very pleased to have him as a member of the Utilities Public Works team.

Nominated by Diego Santana, Ashley Resta and Rodrigo de Castro

AGENDA ITEM REQUEST

Originating Department: Human Resources

Item Title: Presentation

Item Number: 6E **Meeting Date:** 8/12/2025

City Reference Number (C#):

Item Description:

Presentation of the Outstanding Performance Award for August 2025 to Cierra Braaf and Amanda Bridgelall, Recreation Leader, Leisure Services Department. Kevin Pickard, Director of Leisure Services.

Funding:
001.16.10.513.504907 - Employee Appreciation

Amount:
$50.00 Gift Card for each employee

ATTACHMENTS:

OPA August 2025 - Cierra Braaf and Amanda Bridgelall

Background:
The Outstanding Performance Award Program is a monthly award program that provides an opportunity to honor employees who are outstanding contributors to the organization. Outstanding Performance Awards are nominated by coworkers through submission of a nomination form to the Human Resources Department. Employees are selected for the monthly Outstanding Performance Award by a selection committee. Each employee receiving one of these honors is recognized at a City Commission Meeting with an award certificate and a $50.00 gift card.

The Selection Committee has reviewed the nominations submitted and have selected the following employees for August 2025:

- Cierra Braaf - Recreation Leader - Leisure Services Department
- Amanda Bridgelall - Recreation Leader - Leisure Services Department

The employees will be presented with a certificate of recognition and will each receive a $50.00 American Express gift card.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Jami Ketchup, Director of Human Resources

Phone: 954-838-4522

Department Head Name and Title:
Kevin Pickard, Director of Leisure Services

City Manager:
Authorized for agenda placement

NOMINATION FOR OUTSTANDING PERFORMANCE AWARD

The Outstanding Performance Award Program provides an opportunity to honor General Employees who are outstanding contributors to the organization

Employee Name: Amanda Bridgelall & Cierra Braaf

Job Title: Recreation Leaders

Department/Division: Leisure Services / Programs

I hereby nominate Amanda & Cierra **for the Outstanding Performance Award for the reasons stated below:**

Amanda Bridgelall and Cierra Braaf are Recreation Leaders who work tirelessly to lead a variety of programs which are incredibly impactful to the Sunrise community.

Throughout the year, they plan special events such as youth dances and fishing derbys, teach youth programs such as "Kids in the Kitchen", "Fantastic Toddler Fun", and "Just You and Me", and assist in the execution of all Mini Camps and "Kids Day Off" programs. They also represent the City at job fairs and assist with special programs such as the Sunrise Leadership Academy and "Take Your Child to Work" day.

Their above and beyond effort in the coordination of this year's summer camp program truly set them apart and makes them more than deserving of this recognition. The City's summer camp program served approximately 700 campers spread across five camp locations this summer. It takes an army (or two outstanding Recreation Leaders!) to coordinate field trips, schedule on-site activities, and work with a variety of vendors including the state-funded free food program, on a daily basis. Amanda and Cierra also worked closely with Human Resources to manage the recruitment of almost 150 seasonal employees this year. The coordination of interviews alone for this many employees is noteworthy, let along the necessary follow-up to get all of the paperwork successfully completed prior to onboarding.

The positive impact both of these employees make on Sunrise families is truly special, and we are so grateful to have them as a part of the Leisure Services team.

Name and Signature of Nominator **Date**

Kevin Pickard 7/1/25

Name and Signature of Director **Date**

AGENDA ITEM REQUEST

Originating Department: Human Resources

Item Title: Presentation

Item Number: 6F **Meeting Date:** 8/12/2025

City Reference Number (C#):

Item Description:

Presentation of the Quarterly Award of Excellence to Meghan Kaufold, Deputy Director of Community Development. Shannon Ley, Director of Community Development.

Funding:
001.16.10.513.504907 - Employee Appreciation

Amount:
$50.00 gift card

ATTACHMENTS:

AOE July 2025 - Meghan Kaufold

Background:
The City is recognizing employees that go above and beyond the call of duty, provided excellent customer service, volunteered their time to our community, or otherwise added value to our organization that is worth recognizing! This program is a quarterly Award of Excellence, which recognizes and rewards employees who are outstanding contributors to the organization who are not eligible to participate in any of the other monthly award programs.

The Committee reviewed all nominations and they have selected the following employee to receive the quarterly Award of Excellence:

- Meghan Kaufold, July 2025

The employee will be presented with a certificate of recognition during the City Commission meeting and they will also receive a $50.00 American Express gift card.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Jami Ketchup, Director of HR Phone: 954-838-4522

Department Head Name and Title:
Shannon Ley, Director of Community Development

City Manager:
Authorized for agenda placement

NOMINATION FOR AWARD OF EXCELLENCE

The Award of Excellence Program provides an opportunity to honor employees who are outstanding contributors to the organization and are not eligible to participate in the monthly Outstanding Performance Award Program

Employee Name: Meghan Kaufold

Job Title: Deputy Director of Community Development

Department/Division: Community Development

I hereby nominate Meghan Kaufold **for the Award of Excellence for the reasons stated below:**

Please see attached.

Shannon Ley _____ 5/29/25

Name and Signature of Nominator **Date**

Shannon Ley _____ 5/29/25

Name and Signature of Director **Date**

Award of Excellence Nomination
Meghan Kaufold
Deputy Director of Community Development

I hereby nominate Meghan Kaufold for the Award of Excellence for the reasons highlighted below:

Meghan Kaufold has been a dedicated and valued member of the City organization for nearly a decade. She began her career with the City as a Project Manager in the Utilities Department, where she successfully managed numerous capital projects, demonstrating strong leadership and a deep understanding of infrastructure development and construction. In 2021, Meghan transitioned to the Community Development Department as Deputy Director, where she has seamlessly integrated into her leadership role supporting the Director in overseeing all core divisions of the department: Building, Engineering, Planning, and Code Compliance.

Meghan's prior experience as a customer of the Community Development Department, combined with her extensive knowledge of the construction industry, has been a tremendous asset. Her perspective brings a unique and valuable understanding of all our customers' needs, enhancing both internal operations and customer service delivery.

One of Meghan's most notable contributions has been her leadership in the implementation of the department's electronic plan review system. Meghan willingly took full ownership of this project from day one, balancing this monumental task alongside her daily responsibilities. This complex project involved developing workflows, training staff and customers, and integrating the new process across all aspects of permitting and development applications. Her commitment to continuous improvement has kept this system evolving, resulting in a more efficient, transparent, and customer-friendly development and permitting process. Meghan has truly been an example of what it is to be a champion of change while supporting and encouraging staff. Her ability to do all this and maintain a positive, solutions-oriented attitude is truly commendable.

During the implementation, Meghan also took on increased responsibilities due to the vacancy of the department's Program Analyst, further highlighting her ability to adapt under pressure and prioritize department-wide needs. Whether managing projects, filling staffing gaps, or providing frontline customer service at the front desk or on the phone, Meghan consistently demonstrates a team-first mentality and an unwavering dedication to excellent service.

In addition, over the last several months, Meghan has also assumed direct supervisory responsibilities over the Code Compliance and Building Divisions in the absence of their division directors and while Assistant positions are being recruited for. She has also filled the Director's role when I'm out of the office, displaying a remarkable ability to pivot between different roles and day-to-day operations with professionalism and composure. Her organizational skills and ability to swiftly shift between priorities are unmatched.

Additionally, Meghan continues to support and assist with capital improvement projects, including major initiatives such as the development and opening of the City's parking garage, further emphasizing her broad scope of knowledge and leadership capabilities.

Meghan embodies the City's three core pillars: Customer Service, Collaboration, and Transparency. Her proactive approach, integrity, and genuine care for both employees and the community she serves make her a model public servant. She consistently seeks ways to enhance the customer experience and empower her colleagues, making her not only an effective manager but also a respected mentor and team player.

For these reasons and more, Meghan Kaufold is highly deserving of the Award of Excellence. Her dedication, resilience, and commitment to excellence inspire those around her, and we are grateful for her continued leadership and service.

Meghan, we appreciate your commitment to excellence and your willingness to go the extra mile. Thank you for going above and beyond! Your contributions truly make a difference.

AGENDA ITEM REQUEST

Originating Department: Fire Rescue

Item Title: Presentation

Item Number: 6G **Meeting Date:** 8/12/2025

City Reference Number (C#):

Item Description:

Presentation of the Firefighter of the Month Award for August 2025 to Captain Tommie Greenwell, Captain Joshua Newman, Rescue Lieutenant Christopher Rowland, Driver Operator Craig Connor, Firefighter-Paramedics Jarrod Wolf, Jessica Lang and Anthony Gocinski. John K. McNamara, Fire Chief.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

FFOM - August 2025

Background:
The Fire Chief has reviewed the nomination for Firefighter of the Month and determined that Captain Tommie Greenwell, Captain Joshua Newman, Rescue Lieutenant Christopher Rowland, Driver Operator Craig Connor, Firefighter-Paramedics Jarrod Wolf, Jessica Lang and Anthony Gocinski should receive the Firefighter of the Month Award for the month for August 2025.

They are being recognized as Firefighters of the Month for their efforts on a cardiac arrest call. The crews quick thinking and efficient response led to a greater chance of survival for the patient. The winning nomination is attached.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: John McNamara Phone: 9547463400

Department Head Name and Title:
John McNamara, Fire Chief

City Manager:
Authorized for agenda placement

Memorandum

To: Captain Tommie Greenwell, Captain Joshua Newman, Rescue Lieutenant Christopher Rowland, Driver Operator Craig Connor, Firefighter-Paramedics Jarrod Wolf, Jessica Lang, and Anthony Gocinski

From: John McNamara, Fire Chief

Date: August 6, 2025

Re: Firefighter of the Month – August 2025

CC: Battalion Chief Daniel Gamiotea, Division Chief Noel Santiago, Deputy Chief Chris Shannon, File

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On the afternoon of Monday, July 28, 2025, Engine 72, Rescue 72, and EMS 39 were dispatched to an unresponsive person on the side of Sawgrass Expressway and West Oakland Park Blvd.

As units arrived on-scene, they immediately began Advanced Life Support care on the side of the roadway. Together, the entire response team worked seamlessly providing cardiac critical care and prepared for patient transport in just a few minutes.

What makes this type of emergency a bit more complicated is the location. While all calls for service on the highway are dangerous, they usually involve motor vehicle accidents that tend to naturally cause traffic delays. With medical emergencies on the side of the roadway, it creates a secondary issue of protecting personnel while out of their vehicles when ongoing traffic has no real reason to slow down.

Great work by the entire team! Your quick response and efficient teamwork resulted in a life being saved!

It is a great privilege to recognize all of you as Firefighter of the Month for August 2025.

AGENDA ITEM REQUEST

Originating Department: City Clerk

Item Title: Appointment

Item Number: 7A **Meeting Date:** 8/12/2025

City Reference Number (C#): C25182

Item Description:

A Resolution of the City of Sunrise, Florida, appointing an Ex-Officio High School Student to the Sustainability Advisory Board for a term through June 30, 2026; and providing an effective date. City Manager Mark Lubelski. Felicia M. Bravo, City Clerk.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

ATY Resolution - C25182
Application Sanisa Osborne

Background:
In accordance with City Code Section 2-250.9(b), members of the Sustainability Advisory Board are appointed and removed by resolution of the City Commission. Marley Brooks was appointed in August 2024 to serve as the Ex-Officio High School Student Member. As Ms. Brooks graduated from Piper High School in June 2025, she is no longer eligible to serve in this role.

One eligible student, Sanisa Osborne, submitted an application to serve on the Board. Ms. Osborne begins her senior of high school in August and is a resident of the City of Sunrise. She meets the criteria for appointment. If selected, Ms. Osborne will serve the remainder of the current term through December 31, 2025. Because the applicant will be a high school senior for the next school year, it is requested that the applicant, if chosen, is appointed until June 30, 2026. This will allow the student to serve until graduation without the need for reappointment in December.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Felicia M. Bravo, City Clerk Phone: 954-746-3331

Department Head Name and Title:
Felicia M. Bravo, City Clerk

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPOINTING A HIGH SCHOOL STUDENT TO THE SUSTAINABILITY ADVISORY BOARD AS AN EX-OFFICIO MEMBER FOR A TERM THROUGH JUNE 30, 2026; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 9, 2010 the City Commission created a Sustainability Advisory Board comprised of nine (9) members. In addition, a high school student serving as an ex-officio, non-voting member shall be appointed to the Board; and

WHEREAS, the high school student position is currently vacant and the City has received one (1) application to fill that position; and

WHEREAS, City staff recommends that the applicant, if selected, is appointed for a term to end June 30, 2026, to coincide with the applicant's high school graduation date.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. Pursuant to Section 2-250.9 of the Code of Ordinances of the City of Sunrise, Florida (City Code), applicant _____ is hereby selected to become the high school student member of the City of Sunrise Sustainability Advisory Board for a term through June 30, 2026.

Section 2. Pursuant to Section 2-250.9 of the City Code, the high school student member shall be an ex-officio, non-voting member of the Board, shall not receive compensation, and shall not receive reimbursement of expenses under Section 2-78 of the City Code.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

Application Form

Profile

Prefix: | Sanisa (First Name) | Osborne (Last Name)

[redacted] (Home Address) | [redacted] (Suite or Apt)

Sunrise (City) | FL (State) | [redacted] (Postal Code)

[redacted] (Email Address)

Mobile: [redacted] (Primary Phone) | Mobile: [redacted] (Alternate Phone)

Current or Former Employer

N/A

N/A (Job Title)

Duties

N/A

Years Employed

N/A

Do you have a contract with the City of Sunrise or are you a vendor? *

☑ No

Do you work with a company that has a contract with the City of Sunrise? *

☑ No

Did you receive a grant from the City of Sunrise for your 501(c)(3) charitable organization? *

☑ No

Which Boards would you like to apply for?

Sustainability Advisory Board: Submitted

Which of the boards you selected above is your first choice? *

☑ Sustainability Advisory Board

Question applies to Sustainability Advisory Board

The City Commission will give preference, where possible, to persons who meet the following criteria. Please select up to two options that apply to you:

Question applies to Sustainability Advisory Board

Select the option that applies to you:

☑ resident who is a high school student to serve as an ex-officio, non-voting member of the board.

Briefly describe why you would like to serve on this advisory board:

I am eager to serve on this advisory board because Florida's enrich and diverse environment aligns with the mission of [redacted] High School's Environmental Club. As the young influencers of the future, we are committing to protecting and preserving our natural surroundings.

Describe the qualifications, skills and abilities you possess that would directly benefit this board:

I have achieved skills and abilities through both academic and personal experiences. As in terms of technical proficiency, I gained hands-on experience with AutoCAD by taking an engineering course in high school, where I learned Computer-aided design. In AICE Global Perspectives, I research critical global issues such as gender discrimination and genital mutilation. I also gained money management and customer service skills by running my own baking business, where I handled pricing strategies, expense tracking, and customer interactions. With also having experience in child and animal care through babysitting and volunteering at local animal shelters after school. Lastly I've demonstrated leadersh y helping to run two student clubs, The Environmental Club and the Crochet Club, at [redacted] High School.

List your education background and area of study:

N/A

Describe your involvement in the Sunrise community:

Sunrise Organization

[redacted] High School Environmental Club

Number of Years

3

Office(s) Held/Responsibilities

The President of the Environmental Club of [redacted] High School, contributing to the improvements of our schools appearance while promoting environmental awareness through the combination of livestock. While also actively educating students about the importance of protecting and preserving our environment.

Sanisa Osborne

Sunrise Organization

[redacted] High School Crochet Club (Hooked on Yarn)

Number of Years

2

Office(s) Help/Responsibilities

The President of the Crochet Club, inspiring and motivating students at [redacted] High School to learn the art of crochet and providing a platform to showcase their creations

Are you a resident of the City of Sunrise?

◉ Yes ○ No

Are you a resident of Broward County?

◉ Yes ○ No

Are you a citizen?

◉ Yes ○ No

Appointment to this board will require your attendance at regularly scheduled meetings that may occur in the evening.

How many hours per month are you willing to commit as a volunteer?

2-3

If you are not appointed to a board at this time . . . .

Would you like to be considered for appointment to a board if a vacancy occurs?

◉ Yes ○ No

Sanisa Osborne

ACKNOWLEDGEMENT:

I acknowledge that in accordance with Sunrise City Code Section 2-76(f), all applicants for or voting members of city boards shall be subject to a comprehensive background check to ensure they have 1) Not violated any standard of conduct or code of ethics established by law for public officials; 2) Not violated any standard of conduct or code of ethics established by law for any profession regulated by the State of Florida or any other state; 3) No criminal charges pending; 4) Not had a misdemeanor conviction in the ten-year period prior to the date of the proposed appointment; and 5) Not ever been convicted of a felony or a crime of moral turpitude. I shall sign all paperwork necessary to enable the city to perform said background check. I understand that if I am charged with a crime while I am a sitting member of a city board, agency, authority, committee or commission, that I am automatically removed from my position (Section 2-76, City Code). By executing this application, I hereby waive any rights I may have under Florida Statutes section 112.501, entitled "Municipal board members; suspension; removal." I acknowledge receipt of the separate documents entitled DISCLOSURE REGARDING BACKGROUND INVESTIGATION and A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT and that I have read and understand both of those documents. I understand that in accordance with the Florida Public Records Law, information on my application may be made public unless an exemption exists. I understand that all appointments are for voluntary, uncompensated service. If appointed, I agree to faithfully and fully perform the duties of my office, make every endeavor to serve my full term, and comply with all laws and ordinances of the City, County, and State of Florida, particularly those pertaining to the conduct of public officials and the financial disclosure requirements. I have received a copy of the City of Sunrise Code of Ethics (Chapter 10, Article II, City Code). Consistent with Florida Statutes pertaining to public records, please note that your social security number will not be released. Social Security Number Collection Disclosure Statement: Please be advised that pursuant to Section 119.071(5)(a)2.a., Florida Statutes, the City of Sunrise ("City") discloses that the City requests your social security number for the purpose of payroll eligibility verification, processing employment benefits, income reporting, tax reporting, background checks on employee applicants, advisory board applicants, or other City program volunteers. Social security numbers are also used as a unique numeric identifier and may be used for search purposes.

☑ I Agree

Question applies to multiple boards

Please complete an application for a comprehensive background check by going to the

Existing Board Member

New Board Member Applicant

Sanisa Osborne

AGENDA ITEM REQUEST

Originating Department: Community Development Department

Item Title: Amendment

Item Number: 12A **Meeting Date:** 8/12/2025

City Reference Number (C#): C25178

Item Description:

Commission discussion and/or action re: First Reading of an Ordinance of the City of Sunrise, Florida, Amending Chapter 16 “Land Development Code” by Amending Article V “District Regulations,” Section 16-101 “Planned Unit Development (PUD) District” to authorize requests for reduced minimum floor area for certain affordable housing projects; providing for conflict; providing for severability; providing for inclusion in the city code; and providing for an effective date. City Manager Mark Lubelski. Shannon Ley, Director of Community Development.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

ATY Ordinance - C25178
Display Ad

Background:
The City has established the Planned Unit Development (PUD) and Planned Development District (PDD) to encourage new development and redevelopment. These districts allow for project specific design standards through a rezoning process to create high-quality site plans.

Affordable housing projects processed under the Live Local Act are required to follow the base standards of the PUD zoning district. Projects processed per the Live Local Act are exempt from the rezoning process and therefore, are not eligible to request project specific design standards. These projects can still qualify for affordable housing waivers for some design standards as prescribed within the PUD district, such as reduced parking and other specific standards, if justification is provided and a commitment to keep the units affordable (for households earning no more than 80% of the area median income) for at least 30 years.

Minimum floor area requirements have been identified as a potential barrier to affordable housing projects within the PUD and it is recognized that certain allowances are necessary to promote the provision of affordable housing.

This proposed amendment to the City of Sunrise Land Development Code provides the opportunity for affordable housing projects to request up to a 15% reduction in the minimum unit size (floor area). Currently, only projects processed through the full PUD rezoning process can request smaller unit sizes through project specific design standards.

The proposed Land Development Code amendment is consistent with the Goals, Objectives and Policies of the City's adopted Comprehensive Plan and necessary for the preservation of the public health, safety, and welfare of the City's residents.

For more information on this item, please contact the Community Development Department staff member identified below.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Shannon Ley Phone: 954-746-3288

Department Head Name and Title:
Shannon Ley, P.E., Director of Community Development

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING CHAPTER 16 "LAND DEVELOPMENT CODE" BY AMENDING ARTICLE V "DISTRICT REGULATIONS," SECTION 16-101 "PLANNED UNIT DEVELOPMENT (PUD) DISTRICT" TO AUTHORIZE REQUESTS FOR REDUCED MINIMUM FLOOR AREA FOR CERTAIN AFFORDABLE HOUSING PROJECTS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CITY CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida law provides that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal service, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the City of Sunrise is located within Broward County, one of the most cost-burdened counties in the United States for housing; and

WHEREAS, the City Commission wishes to provide for the housing needs of the City's residents, including the promotion of fair housing for everyone; and

WHEREAS, the City codified Affordable Housing Waivers within the Planned Unit Development (PUD) district, Section 16-101 of the Code of the City of Sunrise, Florida; and

WHEREAS, City staff have identified minimum floor area requirements as a potential limiter to affordable housing projects within the Planned Unit Development (PUD) district; and

WHEREAS, the City recognizes certain allowances are necessary to promote the provision of affordable housing; and

WHEREAS, the City's Local Planning Agency has reviewed this Ordinance and recommended its approval to the City Commission; and

WHEREAS, the City Commission held a public hearing, at which all members of the public so desiring had an opportunity to be heard; and

WHEREAS, the City Commission finds that adopting this Ordinance as set forth herein is consistent with and furthers the City's Comprehensive Plan and other applicable law relating to land use planning and development and growth management and is necessary for the preservation of the public health, safety and welfare of the City's residents.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. Incorporation of Recitals. The foregoing recitals are hereby ratified and incorporated as the legislative intent of this Ordinance.

Section 2. That section 16-101 of the Code of the City of Sunrise, Florida, is hereby amended to read as follows:

Section 16-101. – Planned unit development (PUD) district.

* * *

(d) Development Standards. All development in the PUD shall comply with the development standards contained in this subsection. However, an applicant requesting a rezoning to PUD may propose alternative development standards to those contained in this subsection as part of the PUD design guidelines of the uniform control document submitted with the rezoning application. An applicant may propose alternative development standards for other sections of the Code that are applicable to the development in the PUD. Alternative development standards are subject to City Commission approval and shall supersede the development standards contained in this subsection and the Code. Any development standard in the Code not specifically listed below or modified by the approved PUD alternative development standards shall be applied in accordance with the Code.

* * *

(8) *Minimum floor area requirements.* The minimum floor area per dwelling unit shall be as follows:

Single-family unit .....1,650 square feet for a three bedroom unit

Efficiency unit .....700 square feet

One bedroom multifamily, two-family, townhouse, villa .....700 square feet

Two bedroom multifamily, two-family, townhouse, villa .....1,000 square feet

Each additional bedroom (multifamily, two-family, townhouse, villa) .....175 square feet

* * *

(15) *Affordable Housing Waivers.* In order to facilitate the production of affordable housing for very low income households and/or low income households, the department may waive any and all requirements established by the following sections; sections 16-101(e)(8), 16-142(b)(1), 16-169, and 16-192(d)(4). The applicant may propose parking that does not meet minimum Code requirements as a waiver, in which case the applicant shall submit a parking study, prepared by a registered traffic engineer. At a minimum, the parking study shall include the number of proposed parking spaces, public transit ridership statistics, and justification for any deviations from the requirements of Article VII of this Code for off-street parking and loading. The study shall be reviewed and approved by the director of community development or his/her designee. <u>The applicant may request up to a fifteen (15) percent reduction in the minimum floor area requirements identified in section 16-101(d)(8).</u> All waiver requests must include a justification for the need to facilitate the production of affordable housing units. Such waivers shall be given only for projects which the property is located within one-third (⅓) of a mile from an existing Broward County Transit bus stop and include rental or sales restrictions and monitoring provisions to that ensure that all of the units will be reserved for very low income and/or low income households for at least thirty (30) years. Such restrictions must be reviewed and approved by the Department prior to waiver approval. For the purpose of this subsection, the terms "very low income" and "low income" shall have the meaning defined as: very low income is thirty-one (31) to fifty (50) percent area median income and low income is fifty-one (51) to eighty (80) percent of area median income.

* * *

<u>Section 3. Conflict</u>. All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

<u>Section 4. Severability</u>. Should any provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part declared to be invalid.

<u>Section 5. Inclusion in the Code</u>. It is the intention of the City Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the City of Sunrise, Florida.

<u>Section 6. Effective Date</u>. This Ordinance shall be effective immediately upon its passage.

PASSED AND ADOPTED upon this first reading this _____ DAY OF_____, 2025.

PASSED AND ADOPTED upon this second reading this _____ DAY OF_____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

FIRST READING		SECOND READING	
MOTION:	_____	MOTION:	_____
SECOND:	_____	SECOND:	_____
CLARKE:	____	CLARKE:	____
GUZMAN:	____	GUZMAN:	____
KERCH:	____	KERCH:	____
SCUOTTO:	____	SCUOTTO:	____
RYAN:	____	RYAN:	____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

underscored text are additions

SUNRISE CITY CODE
NOTICE OF PROPOSED AMENDMENT

The City of Sunrise proposes to adopt by ordinance the following amendment to Chapter 16 "Land Development Code:"

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING CHAPTER 16 "LAND DEVELOPMENT CODE" BY AMENDING ARTICLE V "DISTRICT REGULATIONS," SECTION 16-101 "PLANNED UNIT DEVELOPMENT (PUD) DISTRICT" TO AUTHORIZE REQUESTS FOR REDUCED MINIMUM FLOOR AREA FOR CERTAIN AFFORDABLE HOUSING PROJECTS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CITY CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

The City Commission, in its capacity as the Local Planning Agency, will be conducting a public hearing on this proposed ordinance on Tuesday, August 12, 2025 commencing at 4:45 p.m. in the Sunrise City Hall Commission Chambers at 10770 West Oakland Park Boulevard, 1st Floor - Sunrise, Florida 33351, in order to make recommendations to the local governing body (City Commission) regarding the proposed amendment. Upon the close of the Local Planning Agency hearing, a public hearing will be held by the Sunrise City Commission on Tuesday, August 12, 2025 commencing at 5:00 p.m. in the Sunrise City Hall Commission Chambers at 10770 West Oakland Park Boulevard, 1st Floor - Sunrise, Florida 33351.

The City Commission and the Local Planning Agency will be meeting in-person. The public may attend and participate in the meetings in person or via telephone by using Vast Conference Calling as early as fifteen (15) minutes before the start time utilizing the details below:

a. **Dial in number: (954) 395-2401**
b. **Access Code: 368262**

Attendees can press 5* on their phone keypad to make a comment during the public hearings or during the open discussion. Attendees will be called upon to speak, one at a time, by the meeting organizer. For technical difficulties, please call (954) 578-4792.

The proposed Ordinance may be inspected at the Community Development Department, 10770 West Oakland Park Boulevard, 2nd Floor - Sunrise, Florida 33351, between the hours of 9:00 a.m. to 5:00 p.m. Monday through Friday (excluding City holidays), or requested via AskZoning@sunrisefl.gov.

The City does not tolerate discrimination in any of its programs, services or activities; and will not exclude participation in, deny the benefits of, or subject to discrimination anyone on the grounds of real or perceived race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status.

In compliance with the ADA and F.S.S. 286.26, any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the City's ADA Coordinator at least 48 hours in advance of the scheduled meeting. Requests can be directed via e-mail to hr@sunrisefl.gov or via telephone to (954) 838-4522; Florida Relay: 711; Florida Relay (TIY/VCO): 1-800-955-8771; Florida Relay (Voice): 1-800-955-8770. Every reasonable effort will be made to allow for meeting participation. For additional information please contact the Community Development Department at (954) 746-3281 or email AskZoning@Sunrisefl.gov.

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. Section 286.0105, Florida Statutes.

AGENDA ITEM REQUEST

Originating Department: Finance and Administrative Services

Item Title: Amendment

Item Number: 12B **Meeting Date:** 8/12/2025

City Reference Number (C#): C25184

Item Description:

Commission discussion and/or action re: First Reading of an Ordinance of the City of Sunrise, Florida, Amending Fiscal Year 2024/2025 Budget Ordinance No. 709; Amending the General Fund (001); providing for conflict; providing for severability; and providing an effective date. City Manager Mark Lubelski. Susan Nabors, Director of Finance and Administrative Services.

Funding:
See Attachment

Amount:
See Attachment

ATTACHMENTS:

ATY Ordinance - C25184

Exhibit A

Background:
This item amends the FY 2024/2025 Budget as follows:

General Fund 001
A: This item recognizes the appropriation of fund balance in the amount of $1,349,480 and transfers funding to the appropriate account to support the Automated License Plate Reader (ALPR) Program Deployment project. The appropriation of the funding for this project will include the planning, engineering, procurement, installation, integration, and support of a CJIS-compliant fixed ALPR solution for a 2 year period.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Kareyann Ashworth Phone: 954-746-3220

Department Head Name and Title:
Susan Nabors, Finance and Administrative Services Director

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING FISCAL YEAR 2024/2025 BUDGET ORDINANCE NO. 709; AMENDING THE GENERAL FUND (001); PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. Fiscal Year 2024/2025 Budget Ordinance No. 709 is hereby amended to revise the General Fund (001), as more particularly set forth in the revised budget sheet, which is attached to and made a part of this Ordinance as Exhibit A.

Section 2. Conflict. All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 3. Severability. Should any provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part declared to be invalid.

Section 4. Effective Date. This Ordinance shall be effective immediately upon its passage.

PASSED AND ADOPTED upon this first reading this _____ DAY OF_____, 2025.

PASSED AND ADOPTED upon this second reading this _____ DAY OF_____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

FIRST READING		SECOND READING	
MOTION:	_____	MOTION:	_____
SECOND:	_____	SECOND:	_____
CLARKE:	____	CLARKE:	____
GUZMAN:	____	GUZMAN:	____
KERCH:	____	KERCH:	____
SCUOTTO:	____	SCUOTTO:	____
RYAN:	____	RYAN:	____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

BUDGET AMENDMENT
GENERAL FUND
FUND 001

	ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET
	REVENUES						
A	00.00.389.389900	FROM FUND BALANCE	1,137,400	7,463,400	1,349,480	0	8,812,880
		TOTAL FUND REVENUES	**184,750,860**	**194,091,439**	**1,349,480**	**0**	**195,440,919**
	EXPENDITURES						
A	21.12.521.503407	SOFTWARE SUPPORT	0	0	203,560	0	203,560
A	21.12.521.503420	MISC CONTRACT SERVICES	1,706,690	1,715,690	317,450	0	2,033,140
A	21.12.521.505206	NON-CAPITAL EQUIP AND PARTS	51,280	115,050	828,470	0	943,520
		TOTAL FUND EXPENDITURES	**184,750,860**	**194,091,439**	**1,349,480**	**0**	**195,440,919**

AGENDA ITEM REQUEST

Originating Department: Human Resources

Item Title: Amendment

Item Number: 12C **Meeting Date:** 8/12/2025

City Reference Number (C#): C25112

Item Description:

Commission discussion and/or action re: First Reading of an Ordinance of the City of Sunrise, Florida, Amending Ordinance No. 715-X, as Amended; providing for conflict; providing for severability; and providing an effective date. City Manager Mark Lubelski. Jami Ketchup, Director of Human Resources.

Funding:
N/A

Amount:
Not to exceed FY 2024/2025 approved budget.

ATTACHMENTS:

ATY Ordinance - C25112

Background:
This proposed amendment updates Section G(1) “Sick and Annual Leave Pay Accumulation” in City of Sunrise Ordinance 715-X. Staff recommends that positions designated under Police and Fire Executive Management and Deputy Department Directors be designated the option to receive a cash payment for up to 100 hours of accrued annual leave exceeding the applicable annual leave cap, at 100% of their hourly rate. Payout would occur at the end of the fiscal year, in coordination with the Senior Management payout schedule.

This request is being made because employees in these positions are critical to the organization and it is challenging for them to take time off from their positions due to the level of responsibility that they have within their respective departments. The addition of this sell-back provision will help to ensure that department leaders do not lose their accrued leave when they exceed the maximum accrual for annual leave at the end of the fiscal year.

It is recommended that the City Commission approve the aforementioned 715-X modification to the Annual Leave payouts for Police and Fire Executive Management personnel and Deputy Department Directors, as presented.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Jami Ketchup Phone: 954-838-4522

Department Head Name and Title:
Mark Lubelski, City Manager

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING ORDINANCE NO. 715-X, AS AMENDED; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission wishes to amend certain provisions Ordinance No. 715-X to provide for Annual Leave payouts to Police and Fire Executive Management personnel, as well as deputy department directors.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. The foregoing Whereas clause is hereby ratified and incorporated as the legislative intent of this Ordinance.

Section 2. That Section G(1) of Ordinance No. 715-X, as amended, "Sick and Annual Leave Pay Accumulation," is hereby amended as follows:

G. Sick and Annual Leave Pay Accumulation. Usage and pay out of sick and annual leave pay will be as provided below.

(1) Annual Leave - Annual leave may be taken as it is earned. A carryover of annual leave is permitted, however, no employee shall be permitted to accumulate more than 360 hours of annual leave as of October 1 of each year. Should any employee covered by this ordinance request annual leave and said request is denied by the employee's supervisor, due to pressing City business requiring the employee to be at work, then such employee may accrue annual leave in excess of 360 hours until the end of the next fiscal year. Charter officers may accrue annual leave in excess of the applicable leave cap until the end of the next fiscal year. Charter officers, department directors, persons who have acted as department directors during the fiscal year, the assistant to the city manager; and the management and budget director will be allowed the option of receiving a cash payment of 100% for up to 250 annual leave hours accrued in excess of the applicable annual leave cap, (plus the equivalent of any sick leave conversion earned; the conversion to be determined at the beginning of the following fiscal year, as of end of payroll fiscal year; the city attorney may convert the unused portion of annual sick leave earned in excess of 720 hours of accumulated sick leave). Positions designated under Police and Fire Executive Management, as well as deputy department directors, shall have the option to receive a cash payment for up to 100 hours

underscored text are additions

of accrued annual leave exceeding the applicable annual leave cap, at 100% of their hourly rate. With respect to accumulated annual leave, upon separation from the City, an employee will be paid for unused annual leave at the current rate.

Section 3. Conflict. All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 4. Severability. Should any provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part declared to be invalid.

Section 5. Effective Date. This Ordinance shall be effective immediately upon its passage.

PASSED AND ADOPTED upon this first reading this _____ DAY OF_____, 2025.

PASSED AND ADOPTED upon this second reading this _____ DAY OF_____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

FIRST READING		SECOND READING	
MOTION:	_____	MOTION:	_____
SECOND:	_____	SECOND:	_____
CLARKE:	____	CLARKE:	____
GUZMAN:	____	GUZMAN:	____
KERCH:	____	KERCH:	____
SCUOTTO:	____	SCUOTTO:	____
RYAN:	____	RYAN:	____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

underscored text are additions

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: Community Development Department

Item Title: Uniform Signage Plan

Item Number: 12D **Meeting Date:** 8/12/2025

City Reference Number (C#): C25169

Item Description:

Commission discussion and/or action re: First Reading of an Ordinance of the City of Sunrise, Florida, adopting an amendment to the Uniform Signage Plan for the Sawgrass Mills Mall; providing for conflict; providing for severability; and providing an effective date. City Manager Mark Lubelski. Shannon Ley, Director of Community Development.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

ATY Ordinance - C25169

Exhibit A - Revised Uniform Signage Plan
Letter of Intent

Background:
This is an application for a revision to the Sawgrass Mills Mall Uniform Signage Plan. Section 16-264 of the Land Development Code allows "uniform signage plans for certain developments and geographical areas in the City which, due to their nature, make it desirable to create a uniform signage plan governing special features, design characteristics, size, location and number of signs."

The proposed major revisions to the Uniform Signage Plan are as outlined below:

- Addition of new signage for new tenant, Tommy Bahama Restaurant and Bar, at Sawgrass Mills Mall as illustrated in the attached Exhibit A - Revised Uniform Signage Plan, more specifically on page 205 of 213.
- Addition of new signage for new tenant, CVI.CHE 105, at Sawgrass Mills Mall as illustrated in the attached Exhibit A - Revised Uniform Signage Plan, more specifically on pages 158 and 159 of 213.
- Revisions to Primary Entry Identity Signage at Sawgrass Mills Mall as illustrated in the attached Exhibit A - Revised Uniform Signage Plan, more specifically on pages 62 through 67 of 213.

The signs included in the proposed plan require separate building permits.

Staff completed an open building permit and code violation search. There is one City code violation and two active building code cases.

Staff finds this application meets all applicable Land Development Code requirements for approval of the Uniform Signage Plan. Therefore, staff recommends approval of this application.

For more information on this item, including any of the attachments or additional backup information, please contact the Community Development Department Staff member identified below.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Matt Goldstein Phone: 954-746-3291

Department Head Name and Title:
Shannon Ley, P.E., Director of Community Development

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, ADOPTING AN AMENDMENT TO THE UNIFORM SIGNAGE PLAN FOR THE SAWGRASS MILLS MALL; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Simon Property Group, L.P. has submitted a proposed amendment to the Uniform Signage Plan to add and revise signage for tenants at the Sawgrass Mills Mall, located at 12801 W. Sunrise Boulevard; and

WHEREAS, the City Commission approved a Uniform Signage Plan for Sawgrass Mills Mall by Ordinance No. 515 on June 8, 2010, which was subsequently amended by Ordinance No. 515-12-A, Ordinance No. 515-13-A, Ordinance No. 515-15-A, Ordinance No. 515-16-A, Ordinance No. 515-16-B, Ordinance No. 515-19-A, Ordinance No. 515-20-A, Ordinance No. 515-20-B, and Ordinance No. 515-23-A; and

WHEREAS, the City Commission finds and determines that the amendment to the Uniform Signage Plan for Sawgrass Mills Mall will provide project-identification signage, will enhance way-finding throughout the property, and will enhance the appearance of the site; and

WHEREAS, pursuant to Section 16-264 of the City Code, amendments to uniform signage plans must be approved by Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. The foregoing Whereas clauses are hereby ratified and incorporated as the legislative intent of this Ordinance.

Section 2. An amendment to the Uniform Signage Plan for the Sawgrass Mills Mall is hereby approved and adopted. A copy of the amended Uniform Signage Plan is attached hereto and made a part of this Ordinance as Exhibit A.

Section 3. Conflict. All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 4. Severability. Should any provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part declared to be invalid.

Section 5. Effective Date. This Ordinance shall be effective immediately upon its passage.

PASSED AND ADOPTED upon this first reading this ____ DAY OF___ _____, 2025.

PASSED AND ADOPTED upon this second reading this ____ DAY OF___ _____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

FIRST READING		SECOND READING	
MOTION:	_____	MOTION:	_____
SECOND:	_____	SECOND:	_____
CLARKE:	____	CLARKE:	____
GUZMAN:	____	GUZMAN:	____
KERCH:	____	KERCH:	____
SCUOTTO:	____	SCUOTTO:	____
RYAN:	____	RYAN:	____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

SAWGRASS MILLS®

A SIMON CENTER

UNIFORM SIGNAGE PLAN : 2025

rsmdesign SIMON

Revised Date, May 1, 2025

LEGISLATIVE HISTORY

The original Sign Resolution dated 9-19-89 is listed as Resolution #89-275. The original Sign Resolution was subsequently amended by resolution or ordinance approved on a date certain as follows:

- Resolution 90-167 (approved 5-15-90)
- Resolution 91-15 (approved 1-29-91)
- Resolution 90-167-A (approved 3-26-91)
- Resolution 90-167-96-A (approved 11-12-96)
- Resolution 90-167-96-B (approved 11-26-96)
- Ordinance 402-98-I (approved 11-10-98)
- Ordinance 402-99-B (approved 2-9-99)
- Ordinance 402-99-E (approved 4-12-99)
- Ordinance 402-03-E (approved 9-15-03)
- Ordinance 402-05-C (approved 7/26/05)
- Ordinance 402-07-B (approved 3/29/07)

The Colonnade Outlets at Sawgrass Uniform Signage Plan (2005) was issued on July 26, 2005.

The City Commission approved a Uniform Signage Plan for the Sawgrass Mills Mall by Ordinance 515 (approved 6-8-10)

The Sign Resolution for Sawgrass Mills (2003, as amended) and The Colonnade Outlets at Sawgrass Uniform Signage Plan (2005) were incorporated into a single Master Uniform Signage Plan for Sawgrass Mills (2012) which was approved by the City Commission for the City of Sunrise, Florida, by Ordinance 515-12-A (approved 9-25-12).

The Master Uniform Signage Plan for Sawgrass Mills (2012) was subsequently amended by ordinance approved on a date certain as follows:

- Ordinance 515-13-A (approved 10-8-13)
- Ordinance 515-15-A (approved 10-13-15)
- Ordinance 515-16-A (approved 6-28-16)
- Ordinance 515-16-B (approved 11-22-16)
- Ordinance 515-19-A (approved 4-9-19)
- Ordinance 515-20-A (approved 5-26-20)
- Ordinance 515-20-B (approved 10-27-20)
- Ordinance 515-23-A (approved 3-14-23)

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A1a	Primary Entry Aligator Feature	10	111	64	32.5	14'-6"	Remain
A1b	Primary Entry Monument Feature	6	430	430	225	10'-6"	Remain
A2a	Primary Vehicular Directional	7	168	168	94	10'-0"	Remain
A4a	Secondary Vehicular Directional	5	120	60	34	10'-0"	Remain
A5	Large Parcel Commercial ID Sign	27	72	48	40	7'	Remain
A6	Small Parcel Commercial ID Sign	20	30	18	15	6'	Remain
A7	Motorcoach Dropoff/ Pick up	4	6	2.25		1'5.5"	Remain
A8a	Valet Directional Sign	6	28	14	4	8'-0"	Remain
A19a	Surface Lot Area Identity	29	12	6	6	3'6"	Remain
A21	Sawgrass Mills Feature Corner Identity	1	1710	1710	308	38'0"	Remain
A22	District Identity	7	632	316	45	21'9"	Remain
A23	Parking Garage Identity	2	208	104	20	48'0"	Remain
A24	Parking Entry Idenity	3	77	77	58	12'9"	Remain
A25	Valet Entry Identity	2	16	16	16	12'0"	Remain
A26	Elevate Kiosk	10	66	33	28	8'0"	Remain
A27	Circulation Shelter	8	48	24	22	10'0"	Remain
A28a.1	Britewall Ad Panel (Garage)	1	465	465	420	15'0"	Remain
A28a.2	Britewall Ad Panel (Garage)	1	465	465	420	15'0"	Remain
A28a.3	Britewall Ad Panel (Garage)	1	180	180	154	15'0"	Remain
A28b.4	Britewall Ad Panel (Mall)	1	200	200	200	10'0"	Remain
A28b.5	Britewall Ad Panel (Mall)	1	200	200	200	10'0"	Remain
A28b.6	Britewall Ad Panel (Mall)	1	110	110	110	14'0"	Remain
A28b.7	Britewall Ad Panel (Mall)	1	303	303	303	11'4"	Remain
A29	Garage Car Counter	3	43	21.5	9	7'0"	Remain
A30	Colonnade Multi-Tenant Restaurant Sign	2	36	36	20.5	9'0"	Remain
B4.1	Primary Entry Identity Signs	1	130	130	73	4’9"	Updated
B4.2	Primary Entry Identity Signs	1	120	120	57	4’6"	Updated
B4.3	Primary Entry Identity Signs	1	180	180	95	6'4"	Remain
B4.4	Primary Entry Identity Signs	1	80	80	63	4'6"	Remain
B4.5	Primary Entry Identity Signs	1	168	168	80	5’3"	Updated
B4.6	Primary Entry Identity Signs	1	200	200	130	7'2"	Remain
B4.7	Primary Entry Identity Signs	1	376	376	221	11’4"	Updated
B4.8	Primary Entry Identity Signs	1	576	288	132	7'3"	Remove
B4.9	Primary Entry Identity Signs	1	200	200	117	6’6"	Updated
B4.10	Primary Entry Identity Signs	1	113	113	34	28’1”	New
B4.11	Primary Entry Identity Signs	1	37	37	4	9”	New
C1.1-n1	Burlington Coat Factory	1	122				Remain
C1.1-n2	Burlington Coat Factory	1	51			5'4"	Remain
C1.1-n3	Burlington Coat Factory	1	46			5'4"	Remain
C2.1-e1	Parking Deck (Tenant Signage)	1	500			10'	Remain

FN1: Area (s.f.) is represented **per sign.** The Area (s.f.) divided by the number of sides to a sign will yield the Sign Face (s.f.).
FN2: Sign Face (s.f) is represented **per side,** per sign. Therefore, the Sign Face (s.f.) multiplied by the number of sides to a sign will yield the Area (s.f.).
FN3: Copy Area (s.f.) is represented **per side,** per sign

Type ID	Description	Quantity	Area (s.f.) *FN1	Sign Face (s.f.) *FN2	Copy Area (s.f.) *FN3	Max. Ht.	Status
C2.1-e2	Parking Deck (Tenant Signage)	1	457.5			6'	Remain
C3.1-e4	Super Target	1	20			1'6"	Remain
C3.1-e5	Super Target	1	33			2'6"	Remain
C4.1-n1	Brandsmart USA	1	295			10'	Remain
C4.1-e1	Brandsmart USA	1	295			10'	Remain
C4.2-s3	Brandsmart USA	1	13.5			2'3"	Remain
C4.2-s4	Brandsmart USA	1	13.5			2'3"	Remain
C4.2-se1	Brandsmart USA	1	13.5			2'3"	Remain
C4.3-s1	Brandsmart USA	1	295			10'	Remain
C4.3-s2	Brandsmart USA	1	295			10'	Remain
C5.2-se1	Primark	1	195			5'	Remain
C5.2-se2	Primark	1	37			2'2"	Remain
C5.2-n1	Primark	1	82			3'3"	Remain
C5.2-n2	Primark	1	5.5			10"	Remain
C6.1-ne1	Bed Bath & Beyond	1	60			2'-6"	Remain
C6.1-ne2	Bed Bath & Beyond	1	160			4'	Remain
C6.1-sw1	Bed Bath & Beyond	1	8			2'	Remain
C7.1-n1	Marshalls	1	134			5'9"	Remain
C7.2-w1	Marshalls	1	134			5'9"	Remain
C7.3-s1	Marshalls	1	100			5'	Remain

Type ID	Description	Quantity	Area (s.f.) *FN1	Sign Face (s.f.) *FN2	Copy Area (s.f.) *FN3	Max. Ht.	Status
C8a.1-nw1	Dick's Sporting Goods	1	16			3'1"	Remain
C9.2-se1	Entry 2 Tenant Signage	1	88			7'4"	Remain
C9.2-se2	Entry 2 Tenant Signage	1	88			7'4"	Remain
C9.2-se3	Entry 2 Tenant Signage	1	88			7'4"	Remain
C9.2-se4	Entry 2 Britewall Display	1	190			17'3"	Remain
C10a.1-n1	Century 21	1	154			7'5"	Remain
C10a.2-n2	Century 21	1	96			4'3"	Remain
C10a.3-w1	Century 21	1	446			10'2"	Remain
C10a.4-e1	Century 21	1	446			10'2"	Remain
C11.1-nw1	American Signature Furniture	1	181			5'8"	Remain
C11.1-nw2	American Signature Furniture	1	17			4'2"	Remain
C12.1-nw1	Nike Factory Store	1	24			1'6"	Remain
C12.1-nw2	Nike Factory Store	1	29.5			3'1"	Remain
C13.1-se1	Tenant	1	9			1'	Remain
C13.1-se2	Tenant	1	16			3'2"	Remain
C13.1-se3	Tenant	1	16			3'2"	Remain
C13.2-ne1	Tenant	1	9			1'	Remain
C13.2-e1	Tenant	1	9			1'	Remain
C13.2-e2	Tenant	1	24			4'	Remain
C13.2-se4	Tenant	1	224.5			5'6"	Remain

FN1: Area (s.f.) is represented **per sign.** The Area (s.f.) divided by the number of sides to a sign will yield the Sign Face (s.f.).
FN2: Sign Face (s.f) is represented **per side,** per sign. Therefore, the Sign Face (s.f.) multiplied by the number of sides to a sign will yield the Area (s.f.).
FN3: Copy Area (s.f.) is represented **per side,** per sign

Type ID	Description	Quantity	Area (s.f.) *FN1	Sign Face (s.f.) *FN2	Copy Area (s.f.) *FN3	Max. Ht.	Status
C14.1-e1	Lenscrafters	1	13			2'	Remain
C15.1-s1	Sunrise Police Substation	1	12			2'	Remain
C17.1-e1	Columbia	1	29			2'	Remain
C18.1-e1	Calvin Klein	1	36			2'6"	Remain
C18.1-e2	Calvin Klein	5	2.55			8"	Remain
C19.1-e1	Anchor D	1	100				Remain
C19.1-e2	Anchor D	1	100				Remain
C19.1-e3	Anchor D	1	100				Remain
C19.1-e4	Anchor D	1	100				Remain
C19.1-e5	Anchor D	1	100				Remain
C19.2-e6	Anchor D	1	100				Remain
C19.2-e7	Anchor D	1	100				Remain
C19.2-e8	Anchor D	1	100				Remain
C19.3-se1	Anchor D	1	100				Remain
C19.3-ne1	Anchor D	1	100				Remain
C19.3-ne2	Anchor D	1	20			2	Remain
C20.1-se1	HomeSense	1	144			12’0"	Remain
C20.1-se2	HomeSense	1	4			4’0”	Remain
C20.1-sw1	HomeSense	1	81			9’0"	Remain
C21.1-s1	Dunkin’ & Baskin Robbins	1	7.5			1’5”	Remain

Type ID	Description	Quantity	Area (s.f.) *FN1	Sign Face (s.f.) *FN2	Copy Area (s.f.) *FN3	Max. Ht.	Status
C21.1-e1	Dunkin’ & Baskin Robbins	1	10			1’4"	Remain
D2a	Oasis Directory Sign	3	86	43	26	8'5"	Remain
D3a	Restroom Directional	1	8	4	0.5	1'2"	Remain
D3b	Restroom Directional	1	7	7	2.5	1'2"	Remain
D5a	ATM Sign	1	72	18	2	1'0"	Remain
D6	Freestanding Burlington Coat Factory Sign	1	252			14'	Remain
D7	Oasis Tenant Listing Sign	4	125	62.5	34.2	12'6"	Remain
D8	Oasis Valet Canopy Identity	2	729	96	96	20'3"	Remain
D9	Oasis Sawgrass Identity Sign	1	122.5	122.5	122.5	5'1"	Remain
D10	Wall Mounted Directory	1	37.5	37.5	26	8'5"	Remain
DT1	Tenant Illuminated Storefront Sign		120	120	120	12'0"	Remain
DT2	Tenant Illuminated Blade Sign		24	12	12	3'0"	Remain
DT5	Storefront Glass Sign					4"	Remain
DT6	Back Door and Service Door ID		0.5			6"	Remain
DT7	Store Number		0.22			10"	Remain
DT10.1-e1	Old Navy	1	125			6'5"	Remain
DT10.1-e2	Old Navy	1	125			6'5"	Remain
DT10.1-e3	Old Navy	10	0.56			5"	Remain
DT10.1-e4	Old Navy	8	0.47			4"	Remain
DT10.2-w1	Old Navy	1	100			5'-9"	Remain

FN1: Area (s.f.) is represented **per sign.** The Area (s.f.) divided by the number of sides to a sign will yield the Sign Face (s.f.).
FN2: Sign Face (s.f) is represented **per side,** per sign. Therefore, the Sign Face (s.f.) multiplied by the number of sides to a sign will yield the Area (s.f.).
FN3: Copy Area (s.f.) is represented **per side,** per sign

Type ID	Description	Quantity	Area (s.f.) *FN1	Sign Face (s.f.) *FN2	Copy Area (s.f.) *FN3	Max. Ht.	Status
DT11.1-nw1	Nordstrom Rack	3	100	100		10'	Remain
DT11.1-nw2	Nordstrom Rack	1	13.3			1'8"	Remain
DT11.2-n1	Nordstrom Rack	1	105			3'6"	Remain
DT11.2-n2	Nordstrom Rack	4	24			6'	Remain
DT11.2-n3	Nordstrom Rack	10	10			4'	Remain
DT11.3-w1	Nordstrom Rack	1	105			3'6"	Remain
DT11.3-w2	Nordstrom Rack	4	1			4"	Remain
DT11.3-w3	Off Broadway Shoe	1	288			4'	Remain
DT11.3-w4	Off Broadway Shoe	1	53			1'8"	Remain
DT11.3-w5	Off Broadway Shoe	1	24			8'	Remain
DT11.4-e1	Nordstrom Rack	1	743			25'	Remain
DT11.4-ne1	Nordstrom Rack	1	13.3			1'8"	Remain
DT11.4-e2	Off Broadway Shoe	1	125			4'	Remain
DT11.5-n1	Nordstrom Rack	1	47			2'6"	Remain
DT11.5-n2	Nordstrom Rack	1	15			3'0"	Remain
DT11.5-w1	Nordstrom Rack	1	47			2'6"	Remain
DT12.1-ne1	Cheesecake Factory	1	96			8'	Remain
DT12.2-e1	Cheesecake Factory	1	120			3'	Remain
DT12.2-e2	Cheesecake Factory	1	12			2'	Remain
DT12.3-w1	Cheesecake Factory	1	160			4'	Remain

Type ID	Description	Quantity	Area (s.f.) *FN1	Sign Face (s.f.) *FN2	Copy Area (s.f.) *FN3	Max. Ht.	Status
DT12.4-n1	Cheesecake Factory	1	120			3'	Remain
DT12.5-nw1	Cheesecake Factory	1	80			4'	Remain
DT13.1-w1	California Pizza Kitchen						Removed
DT13.1-sw1	California Pizza Kitchen						Removed
DT13.1-e1	California Pizza Kitchen						Removed
DT13.2-nw1	California Pizza Kitchen						Removed
DT16.4-s1	True Food Kitchen	1	53			6'-10"	Remain
DT16.5-w1	True Food Kitchen	1	74			2'-4"	Remain
DT16.5-w2	True Food Kitchen	1	2.5			1'-3"	Remain
DT16.6-se1	True Food Kitchen	1	123			6'-5"	Remain
DT16.6-se2	True Food Kitchen	1	2.5			1'-3"	Remain
DT17.1-s1	Empty Tenant Space	1	96			13'6"	Remain
DT17.1-s2	Empty Tenant Space	1	24			10"	Remain
DT17.2-se1	Empty Tenant Space	1	31			5'4"	Remain
DT17.2-se2	Empty Tenant Space	2	15	7.5		10"	Remain
DT17.2-se3	Empty Tenant Space	2	15	7.5		3'	Remain
DT17.3-e1	Empty Tenant Space	1	152			4'	Remain
DT17.3-e2	Empty Tenant Space	1	24			10'	Remain
DT18.2-se1	Shake Shack	1	35			2'0"	Remain
DT18.2-se2	Shake Shack	1	4			2'0"	Remain

FN1: Area (s.f.) is represented **per sign.** The Area (s.f.) divided by the number of sides to a sign will yield the Sign Face (s.f.).
FN2: Sign Face (s.f) is represented **per side,** per sign. Therefore, the Sign Face (s.f.) multiplied by the number of sides to a sign will yield the Area (s.f.).
FN3: Copy Area (s.f.) is represented **per side,** per sign

Type ID	Description	Quantity	Area (s.f.) *FN1	Sign Face (s.f.) *FN2	Copy Area (s.f.) *FN3	Max. Ht.	Status
DT18.3-s1	Shake Shack	1	93			6'2"	Remain
DT18.3-s2	Shake Shack	1	35			2'0"	Remain
DT18.4-e1	Shake Shack	1	3			1'8"	Remain
DT18a.1-e1	Texas de Brazil	1	200			10'	Remain
DT18a.1-ne1	Texas de Brazil	1	200			10'	Remain
DT19.5-n1	Regal Cinema	1	533			41'9"	Remain
DT19.5-n3	Regal Cinema	1	24			4'	Remain
DT19.5-n4	Regal Cinema	1	10			4'	Remain
DT19.5-n5	Regal Cinema	1	15			4'	Remain
DT19.5-n6	Regal Cinema	1	11			4'	Remain
DT19.6-w1	Regal Cinema	1	81			9'	Remain
DT19.6-w2	Regal Cinema	1	130			4'	Remain
DT19.6-w3	Regal Cinema	1	327			12'9"	Remain
DT19.6-w4	Regal Cinema	1	327			12'9"	Remain
DT19.6-w5	Regal Cinema	1	62			3'6"	Remain
DT19.5-w6	Regal Cinema	1	11			4'	Remain
DT19.5-w7	Regal Cinema	1	15			4'	Remain
DT19.5-w8	Regal Cinema	1	24			4'	Remain
DT19.5-w9	Regal Cinema	1	10			4'	Remain
DT20.1-se1	Johnny Rockets	1	50.75			7'	Remain

Type ID	Description	Quantity	Area (s.f.) *FN1	Sign Face (s.f.) *FN2	Copy Area (s.f.) *FN3	Max. Ht.	Status
DT20.6-se2	In The Game	1	84	84	84	6'5"	Remain
DT20.1-se5	Johnny Rockets	1	24			6'	Remain
DT20.1-se6	Johnny Rockets	1	24			6'	Remain
DT20.1-se7	In The Game	1	203			11'8"	Remain
DT20.5-w1	In The Game	1	66	66	66	3'2"	Remain
DT20.2-w2	Johnny Rockets	1	36			6'	Remain
DT20.2-sw1	Johnny Rockets	1	50.75			7'	Remain
DT20.2-sw2	Johnny Rockets	1	24			6'	Remain
DT20.3-nw2	Johnny Rockets	1	36			6'	Remain
DT20.4-nw1	In The Game	1	66	66	66	3'2"	Remain
DT21.1-se1	Yard House	1	56			5'	Remain
DT21.2-se2	Yard House	1	6			1'	Remain
DT21.3-se3	Yard House	1	7.5			2'8"	Remain
DT21.4-w1	Yard House	1	56			5'	Remain
DT21.5-w2	Yard House	1	7.5			2'8"	Remain
DT21.6-sw1	Yard House	1	18.5			1'	Remain
DT21.7-se4	Yard House	1		9		11'6"	Remain
DT23.1-sw1	Mojito	1	24	24	24	2'4"	Remain
DT23.2-w1	Mojito	1	24	24	24	2'4"	Remain
DT24.1-sw1	Mojito	1	350	350	350	3'6"	Remain

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FN3: Copy Area (s.f.) is represented **per side,** per sign

Type ID	Description	Quantity	Area (s.f.) *FN1	Sign Face (s.f.) *FN2	Copy Area (s.f.) *FN3	Max. Ht.	Status
DT24.1-nw1	Mojito	1	350	350	350	3'6"	Remain
DT25.1-sw1	CVI.CHE 105	1	49.8	49.8	49.8	3'0"	New
DT25.3-s1	CVI.CHE 105	1	6.25	6.25	6.25	2'6"	New
DT25.2-se1	CVI.CHE 105	1	49.8	49.8	49.8	3'0"	New
DT25.3-s2	CVI.CHE 105	1	6.2	6.2	6.2	7"	New
DT25.3-s3	CVI.CHE 105	1	4.3	4.3	4.3	7"	New
DT25.3-s4	CVI.CHE 105	1	24.4	24.4	24.4	2'6"	New
DT25.3-s5	CVI.CHE 105	1	6.2	6.2	6.2	7"	New
DT25.3-s6	CVI.CHE 105	1	4.3	4.3	4.3	7"	New
DT25.3-s7	CVI.CHE 105	1	6.25	6.25	6.25	2'6"	New
DT25.4-e1	CVI.CHE 105	1	6.25	6.25	6.25	2'6"	New
DT25.4-e2	CVI.CHE 105	1	24.4	24.4	24.4	2'6"	New
DT25.4-e3	CVI.CHE 105	1	6.25	6.25	6.25	2'6"	New
E1	Colonnade Entry Feature	1	290	290	290	9'0"	Remain
E3a	Colonnade Outlets Directory Sign	5	86	43	24	8'5"	Remain
E4a	Service Court Directional		4.76			2'10"	Remain
E4b	Service Court Directional		4.38			2'6"	Remain
E6	Lightpole Banner Graphic	47	6	3		4'	Remain
E7	Colonnade Tenant Listing Sign	4	46	23	7	8'5"	Remain
E8	Colonnade Bridge Entry Sign	1	51	25.5	15.5	2'2"	Remain

Type ID	Description	Quantity	Area (s.f.) *FN1	Sign Face (s.f.) *FN2	Copy Area (s.f.) *FN3	Max. Ht.	Status
ET1	Tenant Storefront Sign		100				Remain
ET2	Tenant Blade Sign		10	5		1'4"	Remain
ET3	Tenant Store Number		4			10"	Remain
ET4	Tenant Backdoor & Service Sign		0.54			6"	Remain
ET5	Tenant Storefront Signband on Glass					4"	Remain
ET6	Kiosk Sign	4	5				Remain
ET7.1-s1	Bloomingdales Entry Sign	1	180			6'8"	Remain
ET8.1-s1	Off Fifth Saks Fifth Ave. Entry Sign	1	232			10'8"	Remain
ET8.2	Off Fifth Saks Fifth Ave. Trellis Sign	1	24			2'7"	Remain
ET9	Corner Tenant Storefront Sign	1	90			3'	Remain
ET10	Surface Mounted Storefront Sign	1	60			3'	Remain
ET11.1-e1	Tenant Storefront Sign	1	175			7'	Remain
ET11.1-e2	Secondary Entry ID	3	9.3	9.3			Remain
ET12.1-e1	Tenant Storefront Sign	1	160			4'	Remain
ET13.1-w1	Tenant Storefront Sign	1	175			7'	Remain
ET13.1-w2	Secondary Entry ID	3	9.3	9.3			Remain
ET14-s1	Specialty Tenant Identity	1	160			4'	Remain
ET15	Specialty Tenant Identity	2	300	150			Remain
ET16	Specialty Tenant Identity	2	196	98			Remain
ET17.1-s1	Grand Lux Café	1	169			3'8"	Remain

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FN3: Copy Area (s.f.) is represented **per side,** per sign

Type ID	Description	Quantity	Area (s.f.) *FN1	Sign Face (s.f.) *FN2	Copy Area (s.f.) *FN3	Max. Ht.	Status
ET17.1-w1	Grand Lux Café	1	201			4'	Remain
ET17.2-n1	Grand Lux Café	1	93			6'6"	Remain
ET17.2-e1	Grand Lux Café	1	18			1'3"	Remain
ET18.1-w1	Villagio	1	34.72			8'4"	Remain
ET18.1-w2	Villagio	1	34.72			8'4"	Remain
ET18.1-w3	Villagio	1	11.55			1'4"	Remain
ET18.2-n1	Villagio	1	34.72			8'4"	Remain
ET18.2-n2	Villagio	1	11.55			1'4"	Remain
ET18.2-s1	Villagio	1	34.72			8'4"	Remain
ET18.3-e1	Villagio	1	16			2'	Remain
ET19.1-s1	PF Changs	1	43			3'	Remain
ET19.1-e1	PF Changs	1	58			3'6"	Remain
ET19.2-e2	PF Changs	1	6			1'	Remain
ET19.2-e3	PF Changs	1	16			1'10"	Remain
ET19.3-w1	PF Changs	1	28			10'	Remain
ET20.1-s1	Specialty Tenant Storefront Signs	1	100				Remain
ET20.1-s2	Specialty Tenant Storefront Signs	1	100				Remain
ET20.1-s3	Specialty Tenant Storefront Signs	1	100				Remain
ET20.1-s4	Specialty Tenant Storefront Signs	1	100				Remain
ET20.1-s5	Specialty Tenant Storefront Signs	1	100				Remain

Type ID	Description	Quantity	Area (s.f.) *FN1	Sign Face (s.f.) *FN2	Copy Area (s.f.) *FN3	Max. Ht.	Status
ET20.1-s6	Specialty Tenant Storefront Signs	1	100				Remain
ET20.1-s7	Specialty Tenant Storefront Signs	1	100				Remain
ET20.1-s8	Specialty Tenant Storefront Signs	1	100				Remain
ET20.1-s9	Specialty Tenant Storefront Signs	1	100				Remain
ET20.1-s10	Specialty Tenant Storefront Signs	1	100				Remain
ET20.1-s11	Specialty Tenant Storefront Signs	1	100				Remain
ET20.1-s12	Specialty Tenant Storefront Signs	1	100				Remain
ET20.1-s13	Specialty Tenant Storefront Signs	1	100				Remain
ET20.1-s14	Specialty Tenant Storefront Signs	1	100				Remain
ET20.1-s15	Specialty Tenant Storefront Signs	1	100				Remain
ET20.2-n1	Specialty Tenant Storefront Signs	1	100				Remain
ET20.2-n2	Specialty Tenant Storefront Signs	1	100				Remain
ET20.2-n3	Specialty Tenant Storefront Signs	1	100				Remain
ET20.2-n4	Specialty Tenant Storefront Signs	1	100				Remain
ET20.2-n5	Specialty Tenant Storefront Signs	1	100				Remain
ET20.3-n6	Specialty Tenant Storefront Signs	1	100				Remain
ET20.3-n7	Specialty Tenant Storefront Signs	1	100				Remain
ET20.3-n8	Specialty Tenant Storefront Signs	1	100				Remain
ET20.3-e1	Specialty Tenant Storefront Signs	1	100				Remain
ET20.4-w1	Specialty Tenant Storefront Signs	1	100				Remain

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FN3: Copy Area (s.f.) is represented **per side,** per sign

Type ID	Description	Quantity	Area (s.f.) *FN1	Sign Face (s.f.) *FN2	Copy Area (s.f.) *FN3	Max. Ht.	Status
ET20.4-w2	Specialty Tenant Storefront Signs	1	100				Remain
ET20.5-s1	Specialty Tenant Storefront Signs	1	100				Remain
ET20.5-s2	Specialty Tenant Storefront Signs	1	100				Remain
ET20.5-s3	Specialty Tenant Storefront Signs	1	100				Remain
ET20.5-s4	Specialty Tenant Storefront Signs	1	100				Remain
ET20.5-s5	Specialty Tenant Storefront Signs	1	100				Remain
ET20.5-s6	Specialty Tenant Storefront Signs	1	100				Remain
ET20.5-s7	Specialty Tenant Storefront Signs	1	100				Remain
ET20.5-s8	Specialty Tenant Storefront Signs	1	100				Remain
ET20.5-s9	Specialty Tenant Storefront Signs	1	100				Remain
ET20.5-s10	Specialty Tenant Storefront Signs	1	100				Remain
ET20.5-s11	Specialty Tenant Storefront Signs	1	100				Remain
ET20.5-s12	Specialty Tenant Storefront Signs	1	100				Remain
ET20.5-s13	Specialty Tenant Storefront Signs	1	100				Remain
ET20.5-s14	Specialty Tenant Storefront Signs	1	100				Remain
ET20.5-s15	Specialty Tenant Storefront Signs	1	100				Remain
ET21.1-e1	Zinburger Storefront Signs	1	72	72	72	4'4"	Remain
ET21.1-e2	Zinburger Storefront Signs	1	29.95	29.95	29.95	4'4"	Remain
ET22.1-w1	Matchbox Signage	1	1	1	1	6"	Remain
ET22.2-w2	Matchbox Signage	1	6.3	6.3	6.3	3'1"	Remain

Type ID	Description	Quantity	Area (s.f.) *FN1	Sign Face (s.f.) *FN2	Copy Area (s.f.) *FN3	Max. Ht.	Status
ET22.3-w3	Matchbox Signage	1	96.4	96.4	96.4	4'1"	Remain
ET22.4-s1	Matchbox Signage	1	16.7	16.7	16.7	10'	Remain
ET22.5-s2	Matchbox Signage	1	102	102	102	4'2"	Remain
ET22.6-e1	Matchbox Signage	1	102	102	102	4'2"	Remain
ET22.7-n1	Matchbox Signage	1	16.7	16.7	16.7	10'	Remain
ET22.8-n2	Matchbox Signage	1	96.4	96.4	96.4	4'1"	Remain
ET23.1-w1	Seasons 52 Signage	1	66.6	66.6	66.6	4'3"	Remain
ET23.2-s1	Seasons 52 Signage	1	66.6	66.6	66.6	4'3"	Remain
ET23.2-e2	Seasons 52 Signage	1	9	9	9	3'	Remain
ET23.2-e3	Seasons 52 Signage	1	9	9	9	3'	Remain
ET23.3-e1	Seasons 52 Signage	1	66.6	66.6	66.6	4'3"	Remain
ET23.4-e2	Seasons 52 Signage	1	55	55	55	3'10"	Remain
ET24.1-e1	Mia Fruta	1	12.25	12.25	12.25	3'6"	Remain
ET24.2-n1	Mia Fruta	1	12.25	12.25	12.25	3'6"	Remain
ET24.3-s1	Mia Fruta	1	12.25	12.25	12.25	3'6"	Remain
ET24.4-w1	Mia Fruta	1	12.25	12.25	12.25	3'6"	Remain
ET25.1-e1	Tommy Bahama	1	49	49	49	3'0"	New
ET25.3-e2	Tommy Bahama	1	10	10	10	4'0"	New
ET25.1-n1	Tommy Bahama	1	49	49	49	3'0"	New
ET25.3-n2	Tommy Bahama	1	10	10	10	4'0"	New

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FN3: Copy Area (s.f.) is represented **per side,** per sign

Type ID	Description	Quantity	Area (s.f.) *FN1	Sign Face (s.f.) *FN2	Copy Area (s.f.) *FN3	Max. Ht.	Status
ET25.2-ne1	Tommy Bahama	1	48	48	48	3’3"	New
ET25.3-ne2	Tommy Bahama	1	10	10	10	4’0"	New
ET25.3-ne3	Tommy Bahama	1	10	10	10	4’0"	New
ET25.3-ne4	Tommy Bahama	1	10	10	10	4’0"	New
F1	Service Courts	9	4			2'	Remain
F2	Exit Signs	25	4			2'	Remain
F3	Entry Number Decals	10	2			1'	Remain
G1	Hotel Entry ID	1	84			9'3"	Remain
G2	Hotel Canopy ID	1	135			2'-9"	Remain
G3	Hotel Wall ID	1	62			7'9"	Remain

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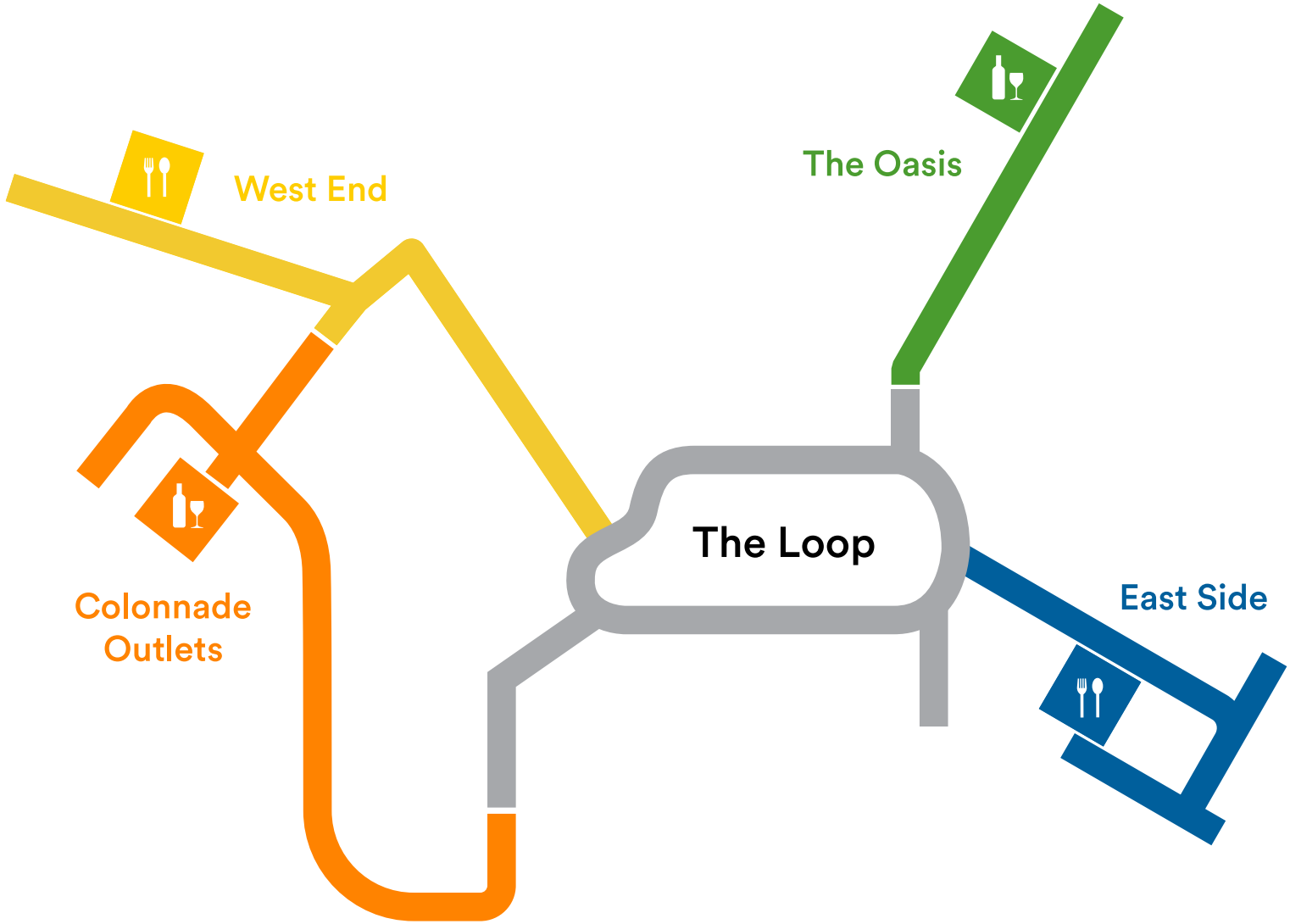
FN2: Sign Face (s.f) is represented **per side,** per sign. Therefore, the Sign Face (s.f.) multiplied by the number of sides to a sign will yield the Area (s.f.).
FN3: Copy Area (s.f.) is represented **per side,** per sign

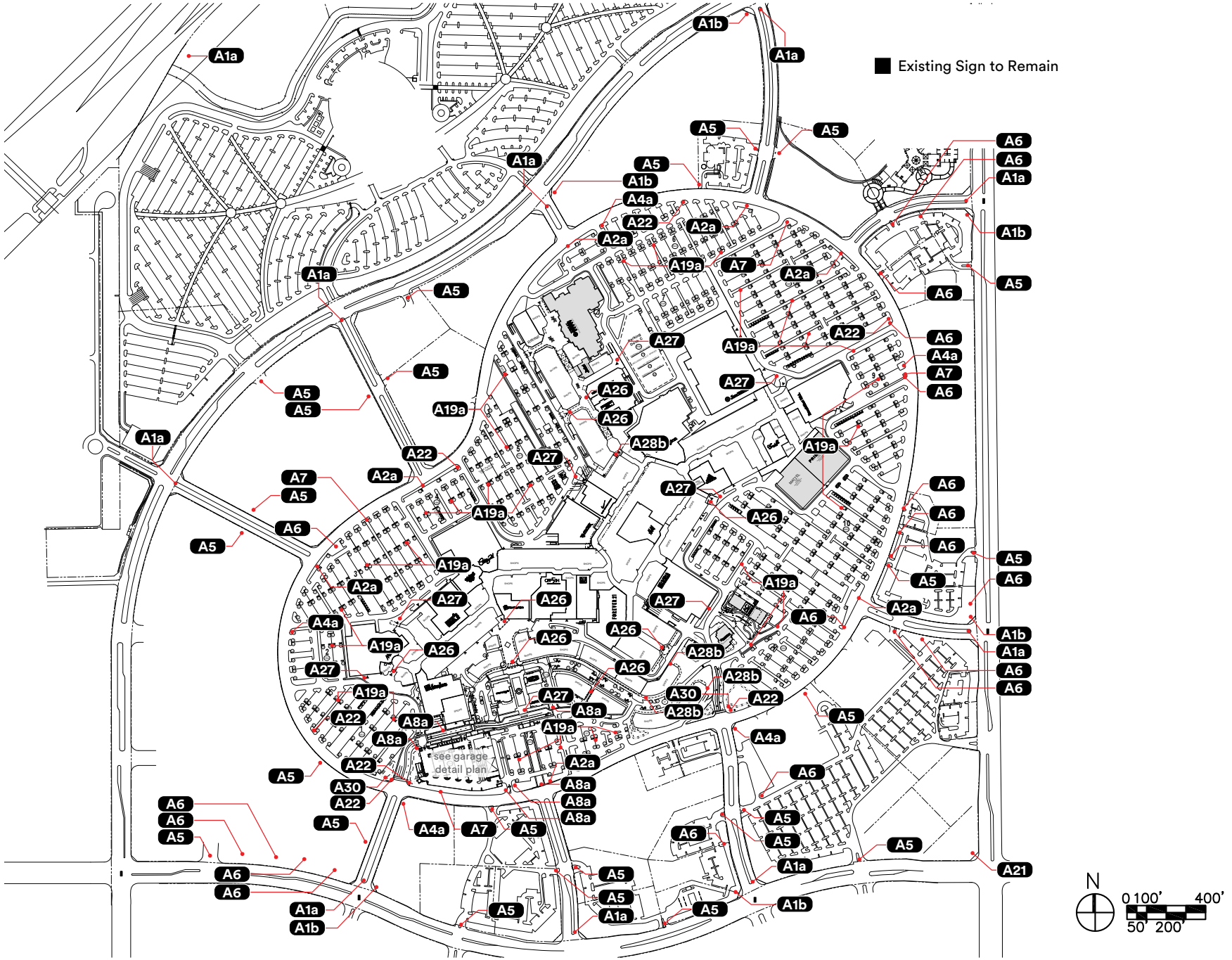
LEGAL INFORMATION

This is a proposed amendment to the Master Uniform Signage Plan for Sawgrass Mills (2012), which was previously approved by the City Comission for the City of Sunrise, Florida. The purpose of this amendment is to modify or add certain tenant signage.

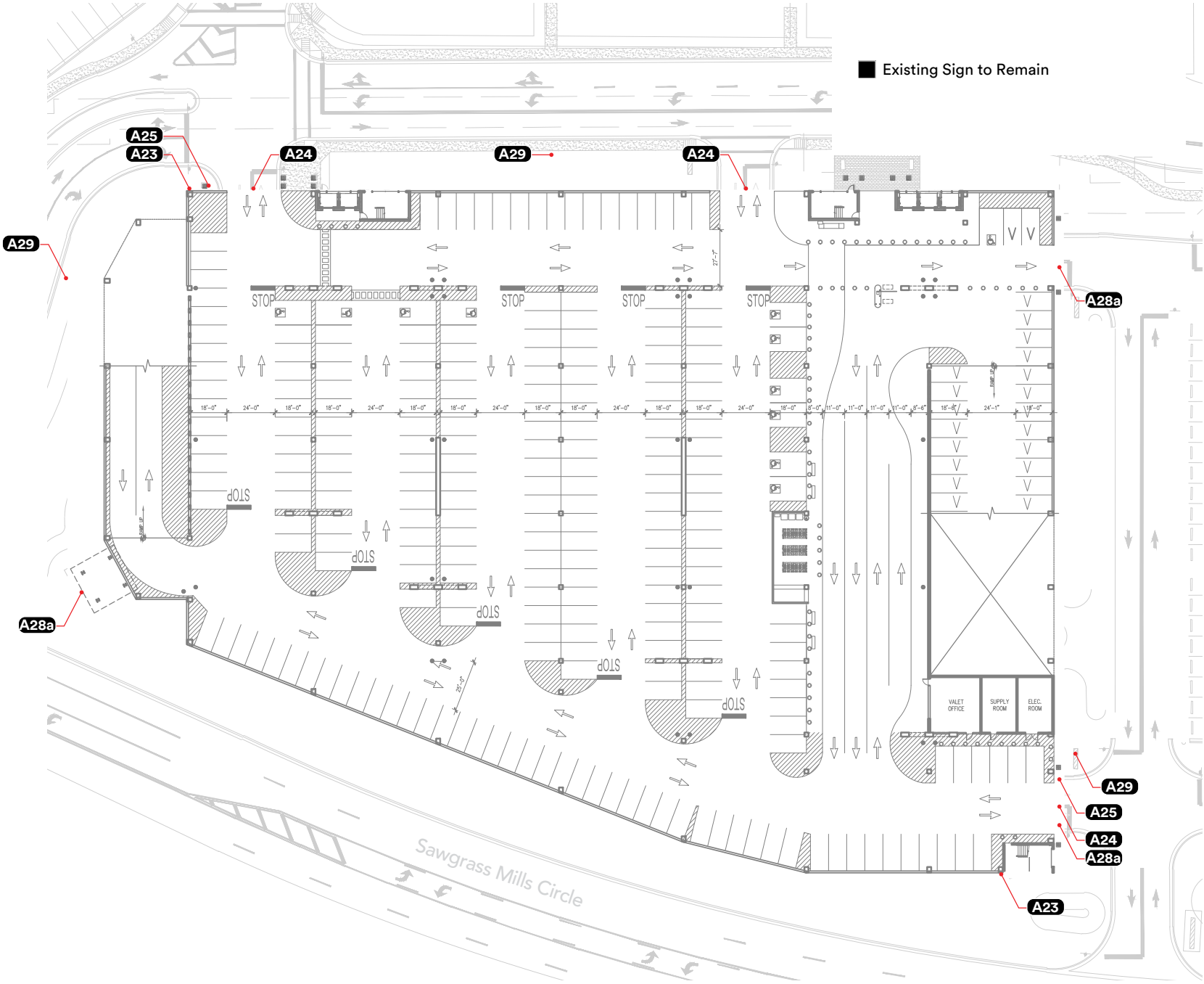
PROJECT DISTRICT MAP



Overall Site Signage Location Plan



Garage Signage Location Plan



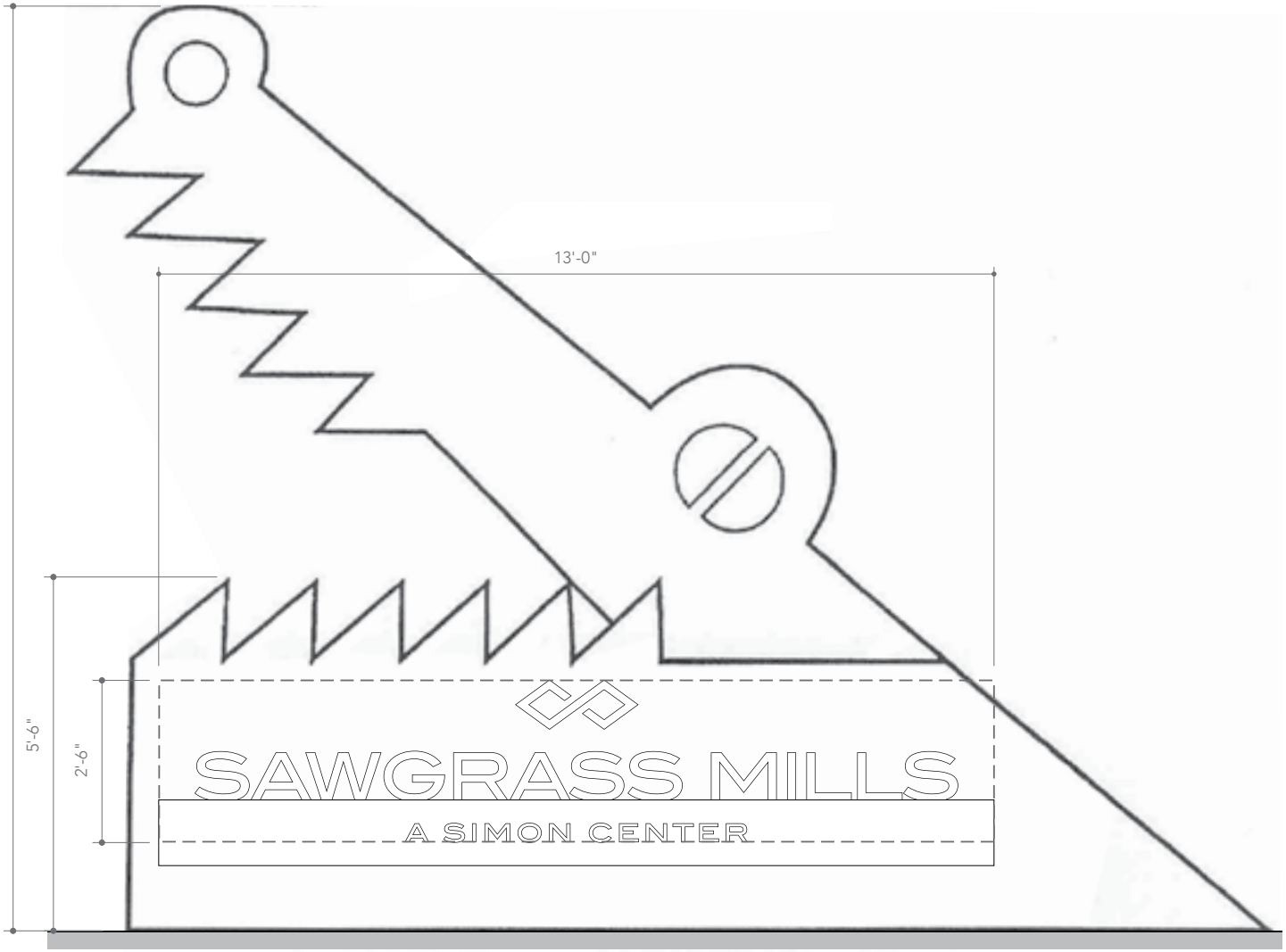
Sign Type A1

NOT USED

Sign Type A1a

Primary Entry Alligator Feature

Status: Existing to Remain



Existing Sign

DOUBLE SIDED SIGN

Total Area = 111 sq. ft.

Sign Face Area = 64 sq. ft.

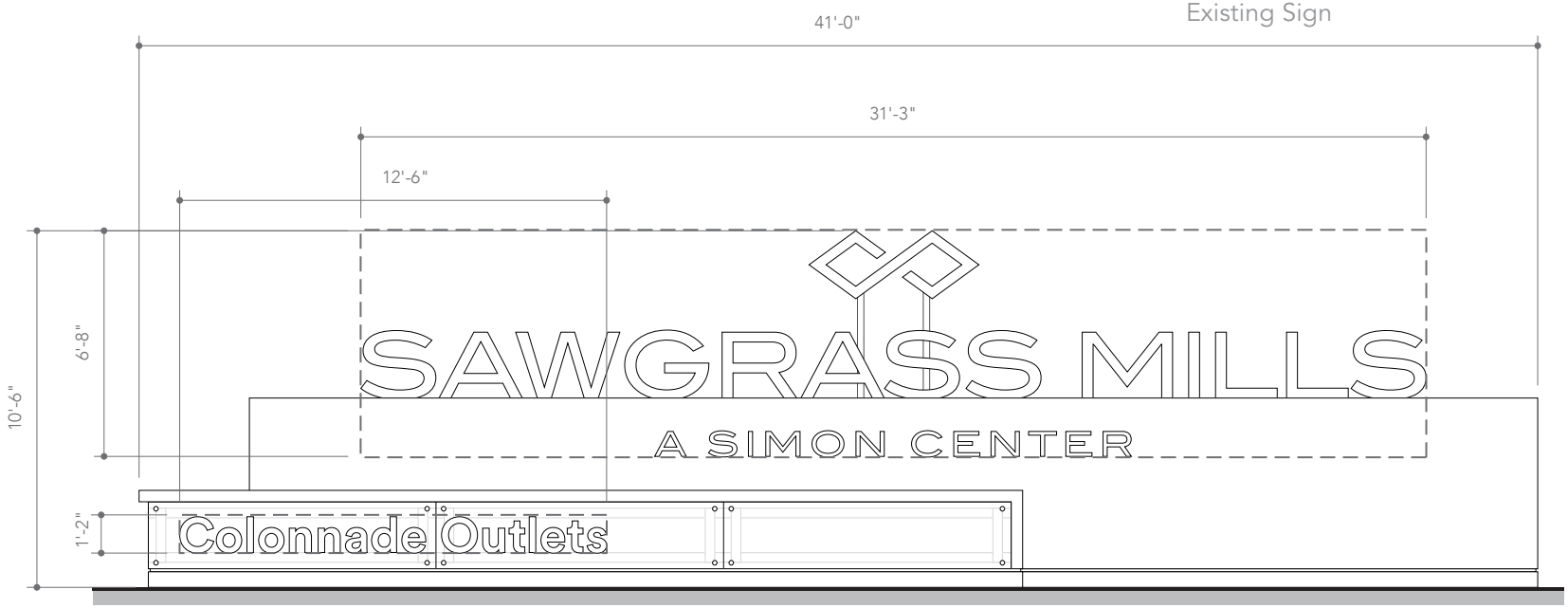
Copy Area = 32.5 sq. ft.

Sign Type A1b

Primary Entry Monument Feature

Status: Existing to Remain
Color of sign will vary by mall district.

Existing Sign



SINGLE SIDED SIGN
Total Area = 430 sq. ft.
Sign Face Area = 430 sq. ft.
Copy Area = 225 sq. ft.

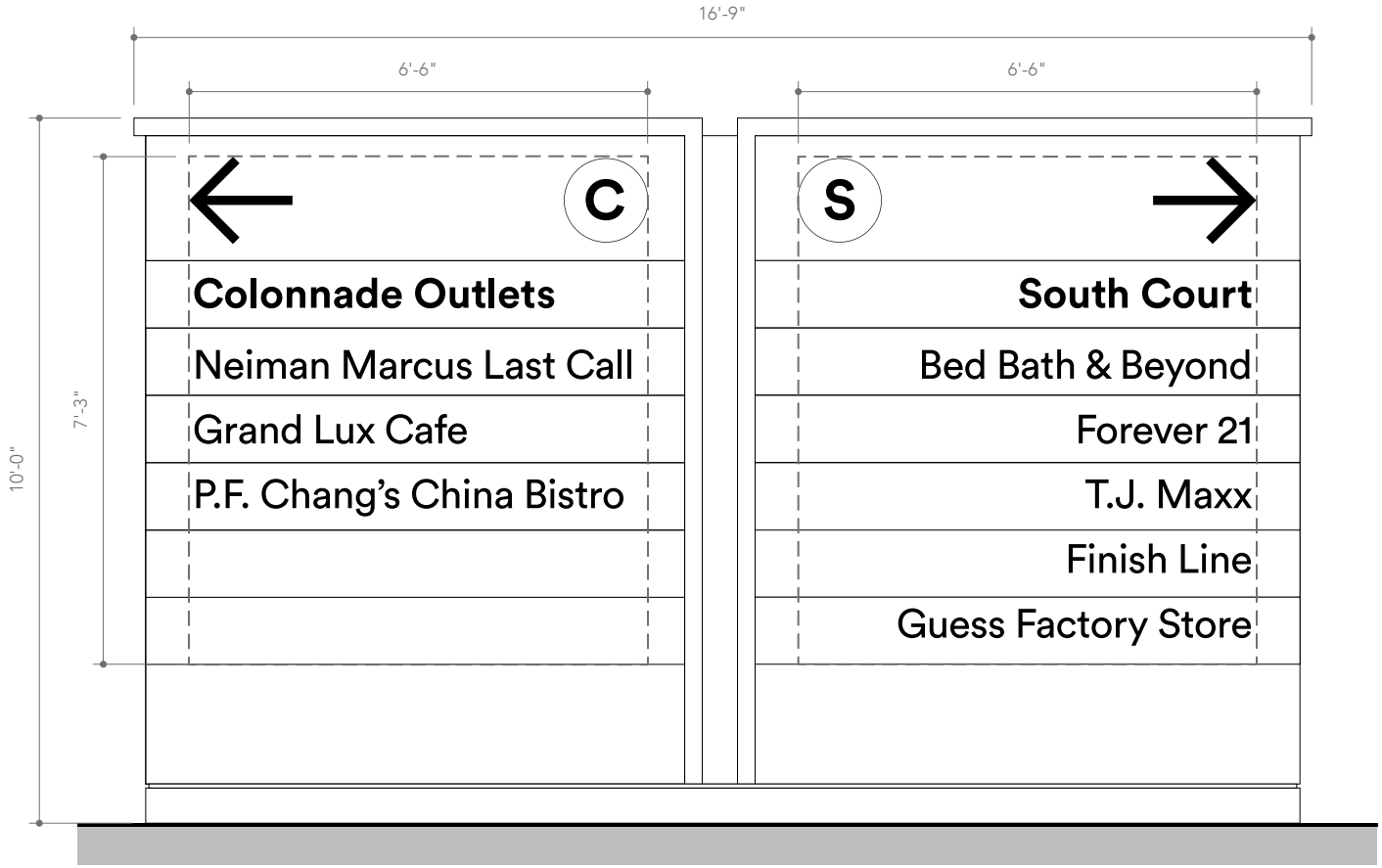
Sign Type A2

NOT USED

Sign Type A2a

Primary Vehicular Directional

Status: Existing to Remain



SINGLE SIDED SIGN

Total Area = 168 sq. ft.

Sign Face Area = 168 sq. ft.

Copy Area = 94 sq. ft.

Sign Type A3

NOT USED

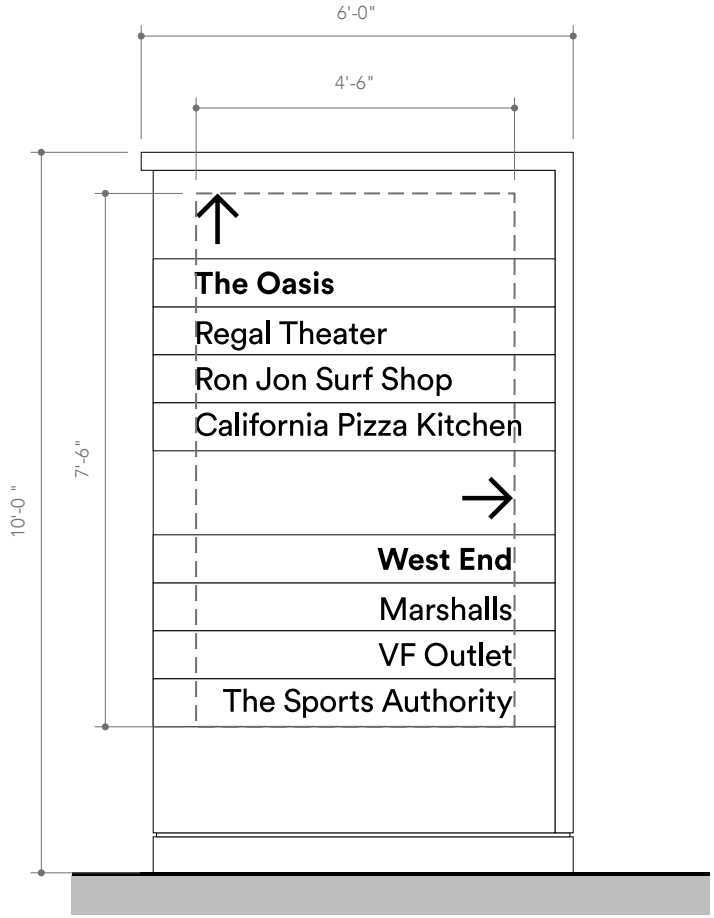
Sign Type A4

NOT USED

Sign Type A4a

Secondary Vehicular Directional

Status: Existing to Remain



DOUBLE SIDED SIGN

Total Area = 120 sq. ft.

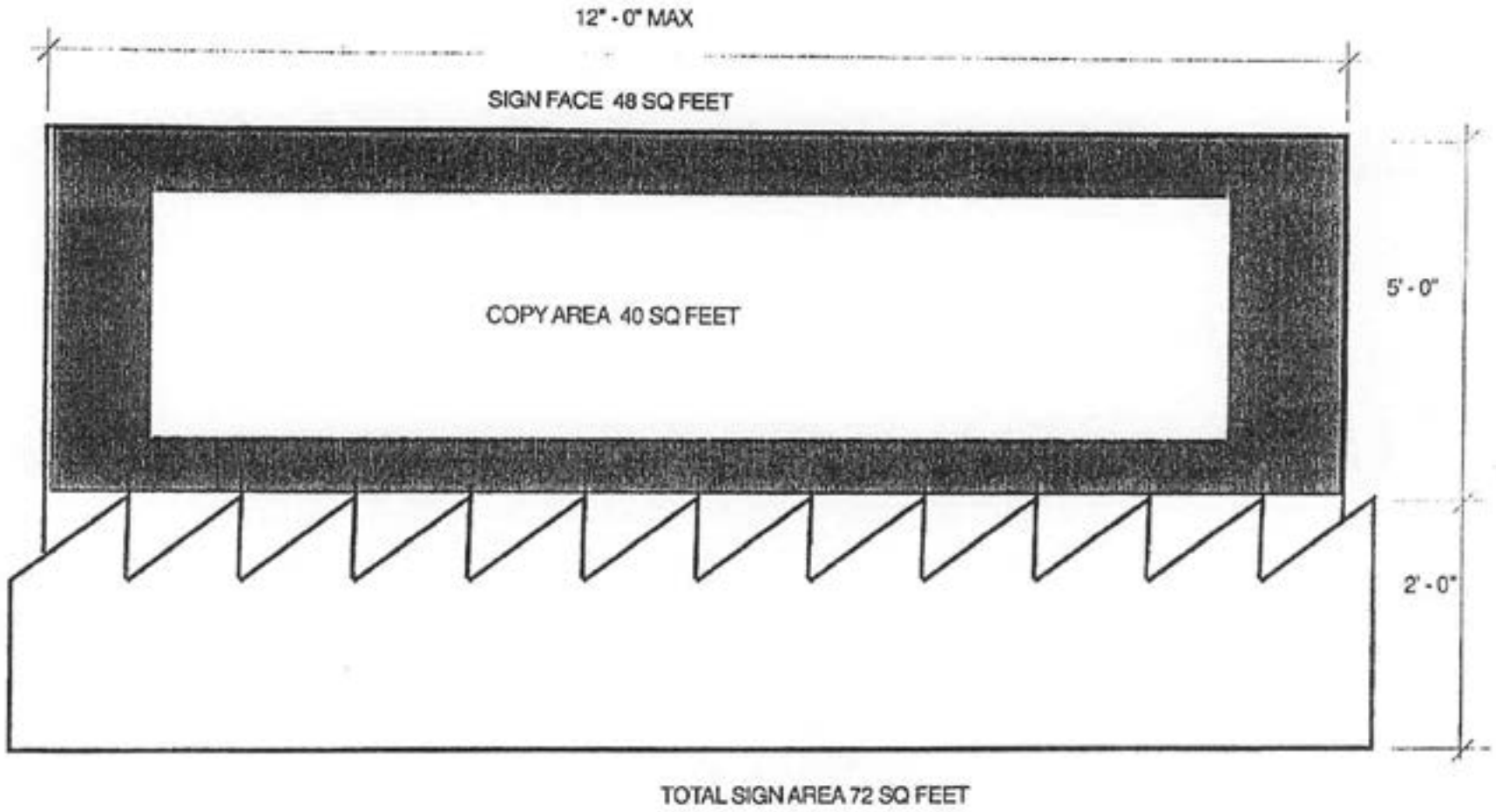
Sign Face Area = 60 sq. ft.

Copy Area = 34 sq. ft.

Sign Type A5

Large Parcel Commercial Identification Sign

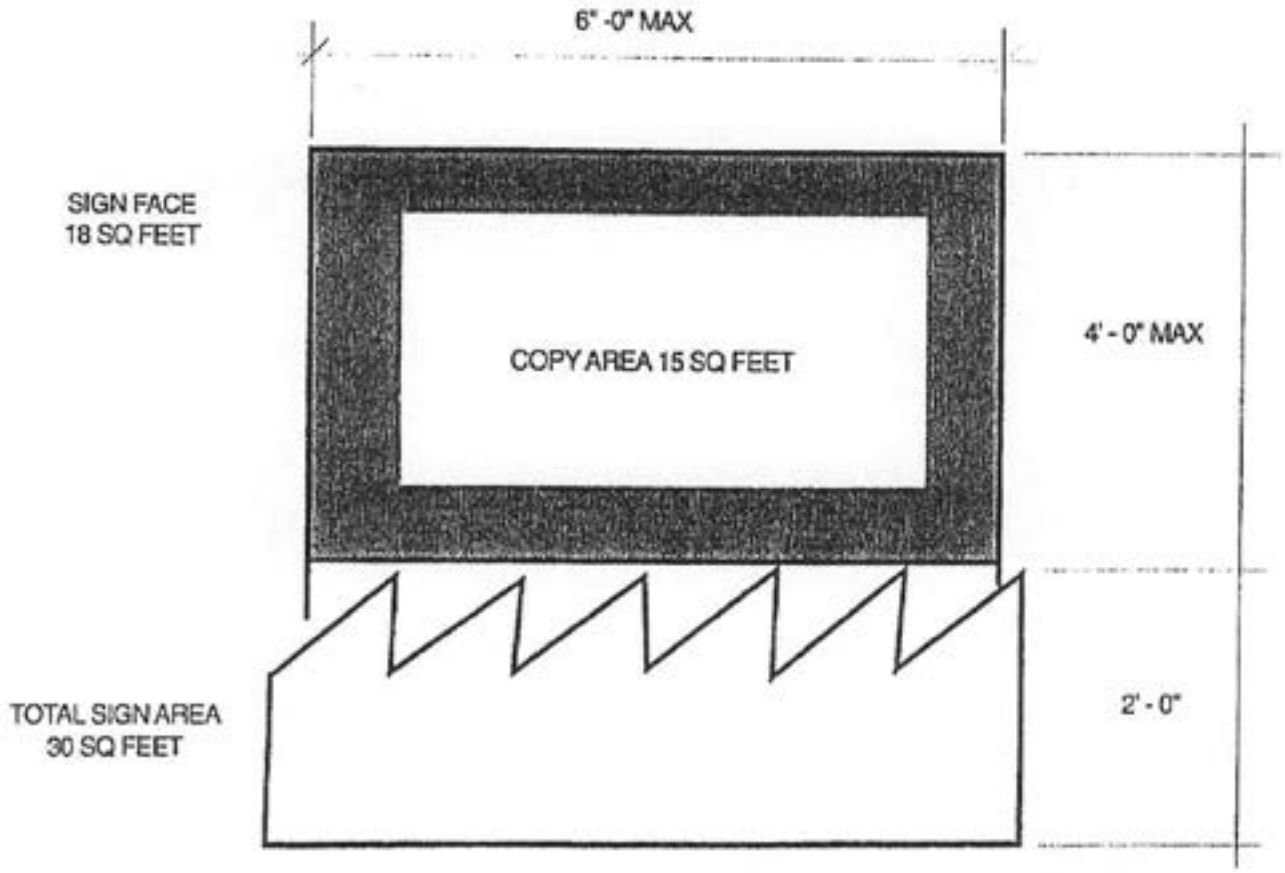
Status: Existing to Remain



Sign Type A6

Small Parcel Commercial Identification Sign

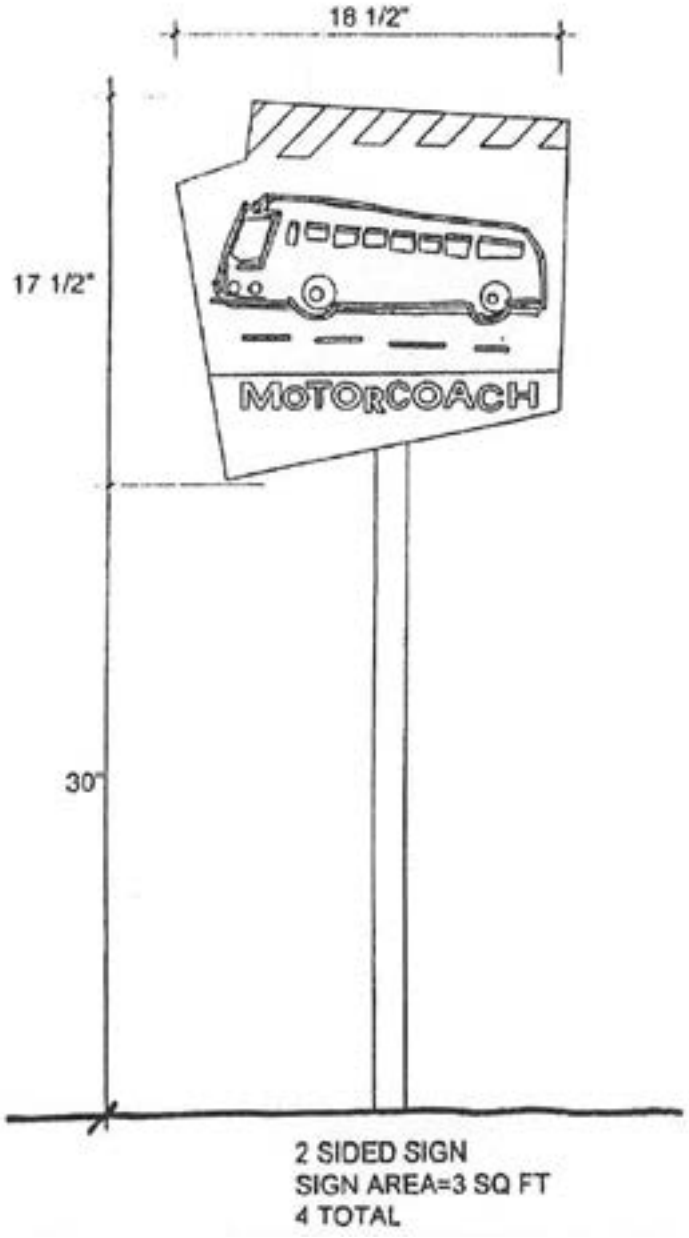
Status: Existing to Remain



Sign Type A7

Motorcoach Dropoff/Pickup

Status: Existing to Remain



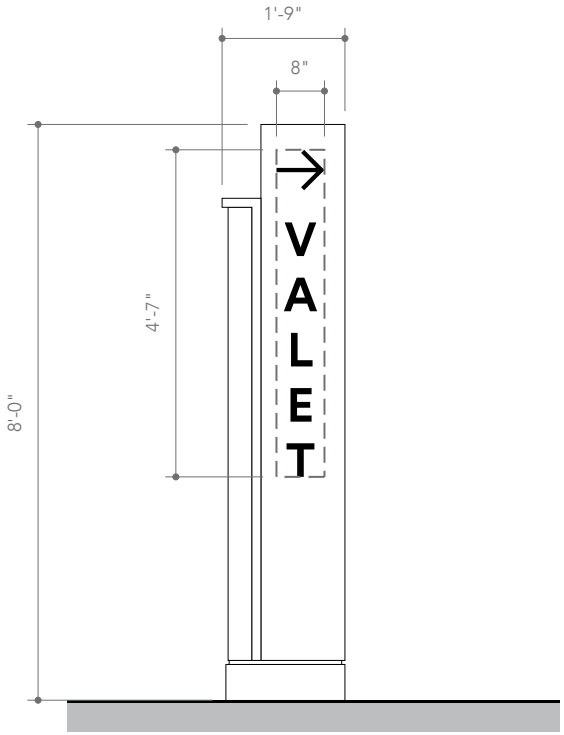
Sign Type A8

NOT USED

Sign Type A8a

Valet Directional Sign

Status: Existing to Remain



DOUBLE SIDED SIGN

Total Area = 28 sq. ft.

Sign Face Area = 14 sq. ft.

Copy Area = 4 sq. ft.

Sign Type A9

NOT USED

Sign Type A10

NOT USED

Sign Type A11

NOT USED

Sign Type A12

NOT USED

Sign Type A13

NOT USED

Sign Type A14

NOT USED

Sign Type A15

NOT USED

Sign Type A16

NOT USED

Sign Type A17

NOT USED

Sign Type A18

NOT USED

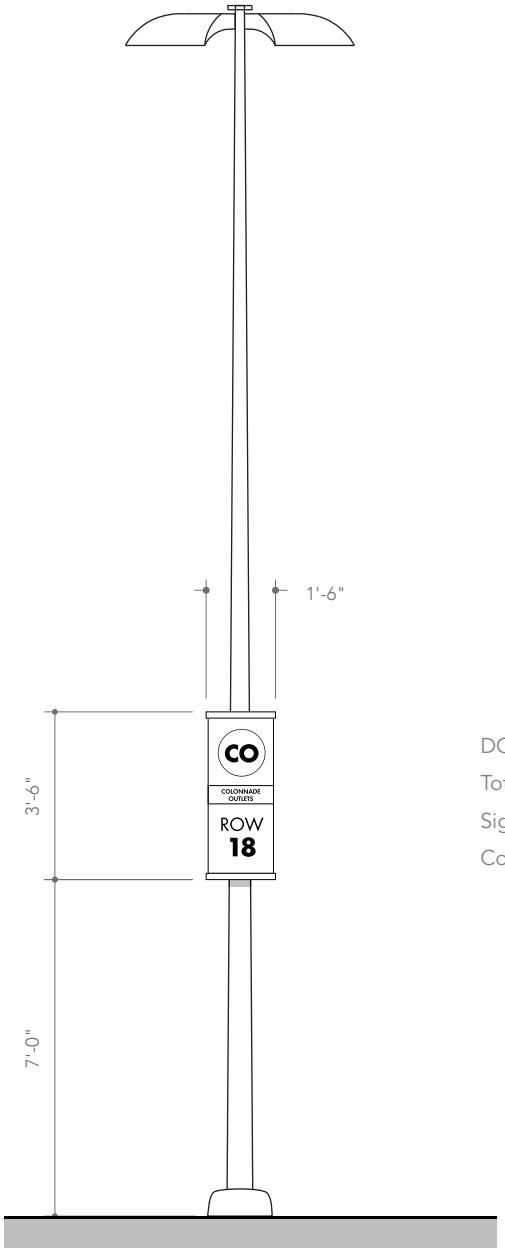
Sign Type A19

NOT USED

Sign Type A19a

Surface Lot Area Identity

Status: Existing to Remain



DOUBLE SIDED SIGN
Total Area = 12 sq. ft.
Sign Face Area = 6 sq. ft.
Copy Area = 6 sq. ft.

Sign Type A20

NOT USED

Sign Type A21

Sawgrass Mills Feature Corner Identity

Status: Existing to Remain

Existing Sign

SINGLE SIDED SIGN
Total Area = 1710 sq. ft.
Sign Face Area = 1710 sq. ft.
Copy Area = 308 sq. ft.

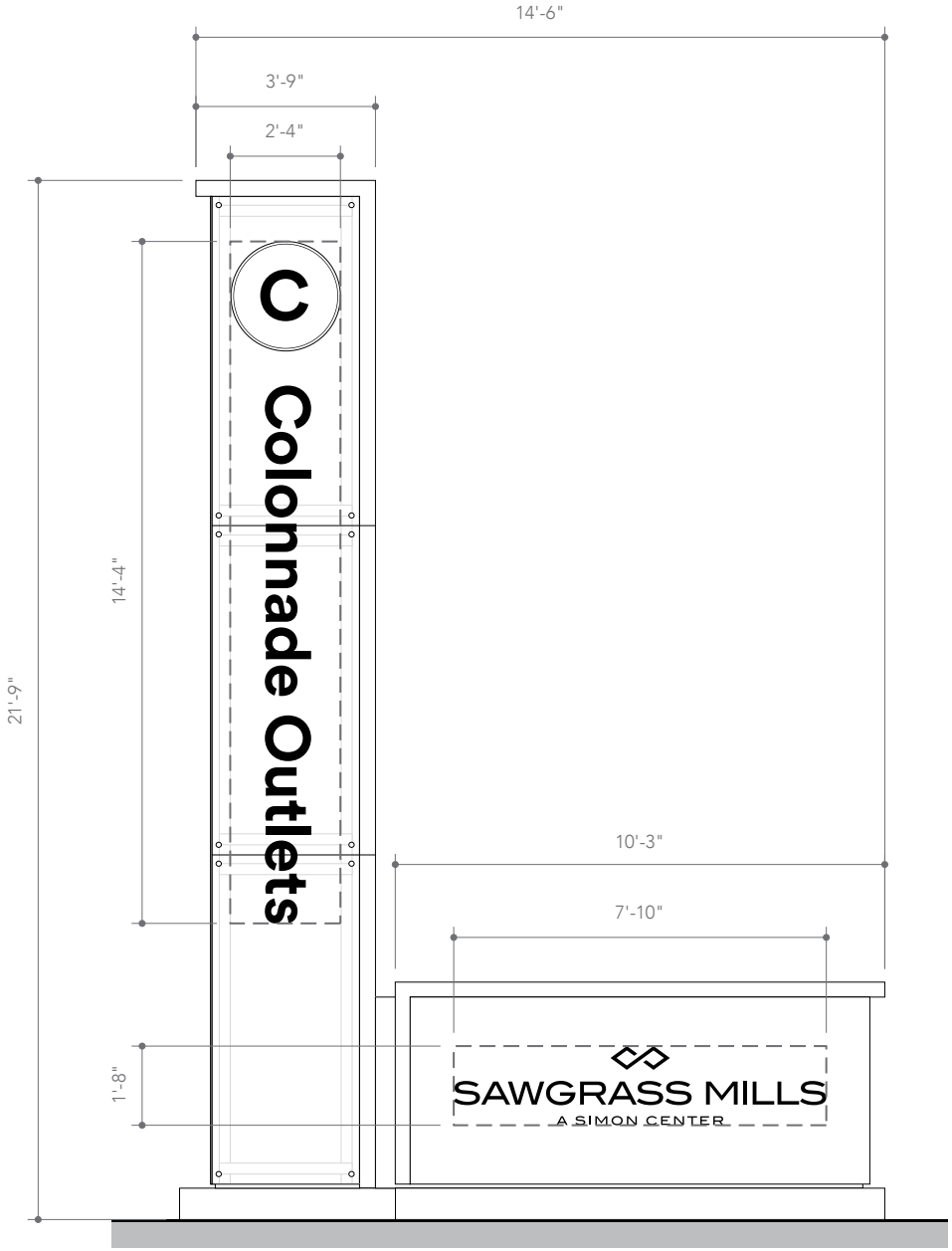
Towers to be clear glass with white diffuser inter-laminated, illuminated via internal programmable color LED's. Lighting effects to be coordinated with all three towers simultaneously shifting between solid colors in gradating increments. Programming can be a variety of colors that reinforce the districts of the mall, special events or calendar days/holidays (Breast Cancer Awareness month, Fourth of July, etc.) Color intensity will be soft versus teep tones.

Sign Type A22

District Identity

Status: Existing to Remain

Color of sign will vary by mall district.



Representational Concept Rendering

DOUBLE SIDED SIGN

Total Area = 632 sq. ft.

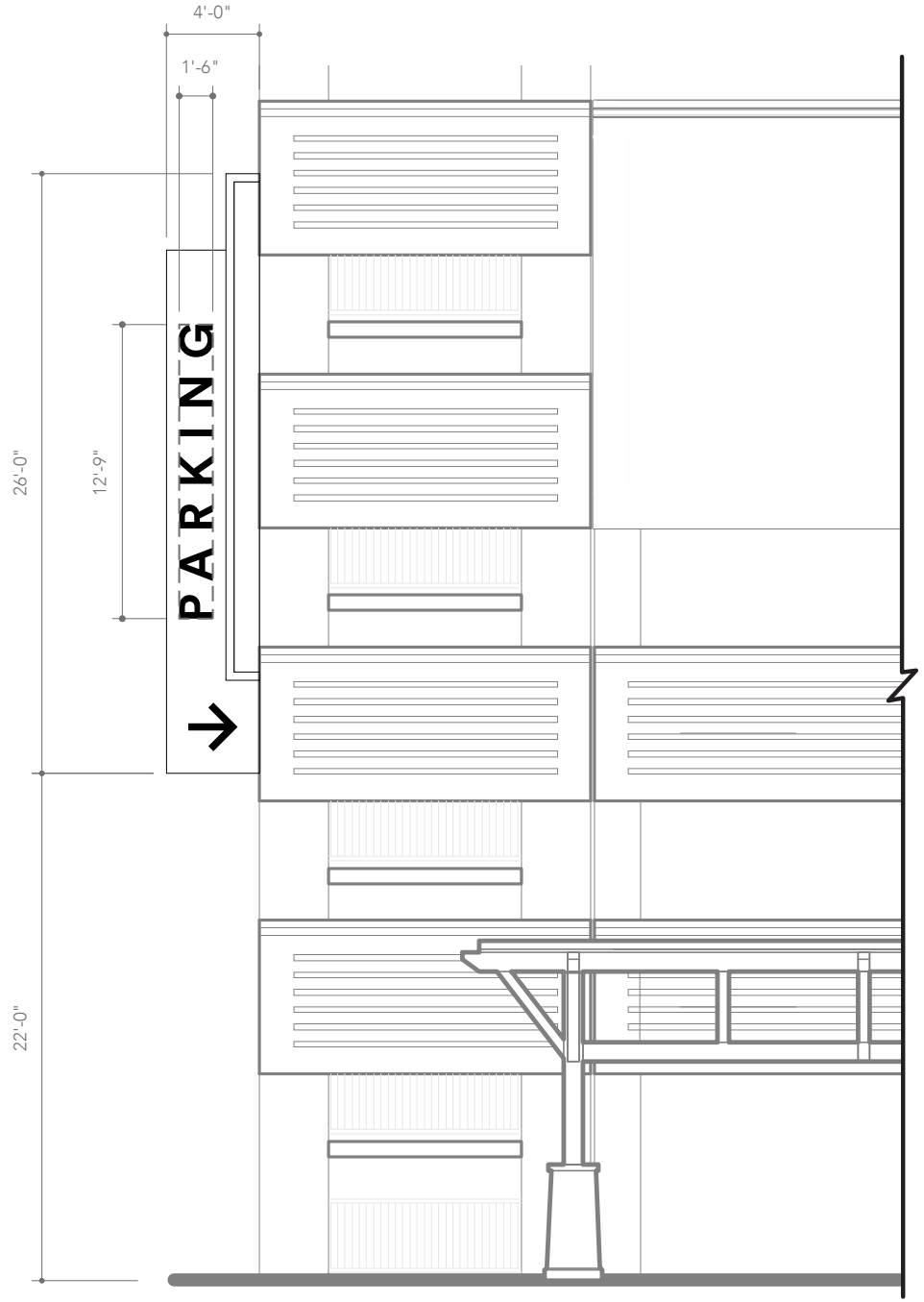
Sign Face Area = 316 sq. ft.

Copy Area = 45 sq. ft.

Sign Type A23

Parking Garage Identity

Status: Existing to Remain



DOUBLE SIDED SIGN

Total Area = 208 sq. ft.

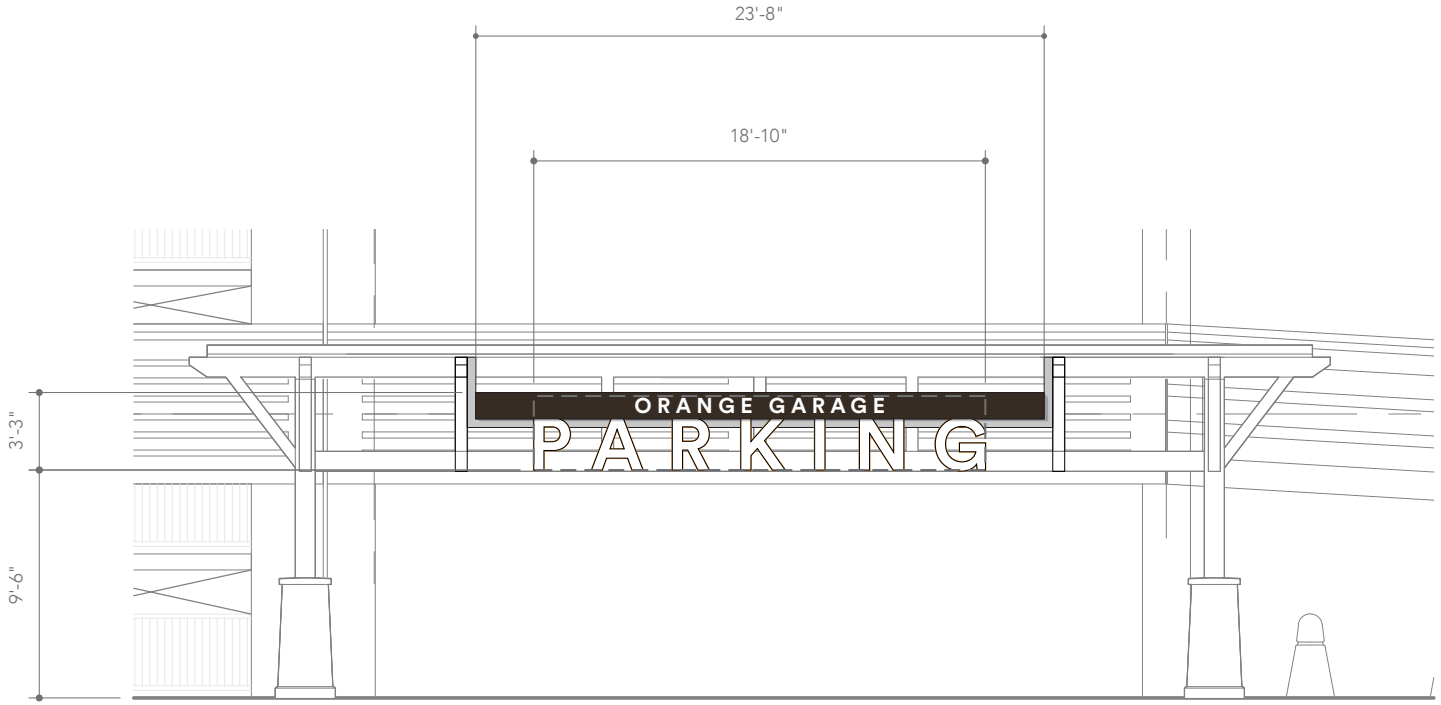
Sign Face Area = 104 sq. ft.

Copy Area = 20 sq. ft.

Sign Type A24

Parking Entry Identity

Status: Existing to Remain



SINGLE SIDED SIGN

Total Area = 77 sq. ft.

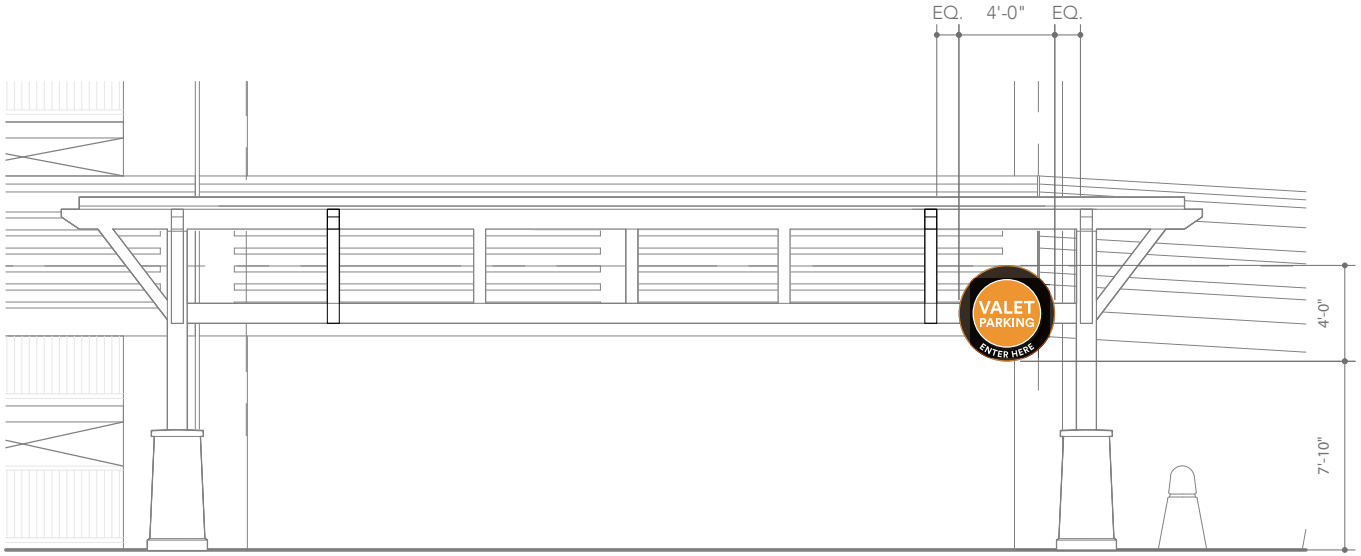
Sign Face Area = 77 sq. ft.

Copy Area = 58 sq. ft.

Sign Type A25

Valet Entry Identity

Status: Existing to Remain



SINGLE SIDED SIGN

Total Area = 16 sq. ft.

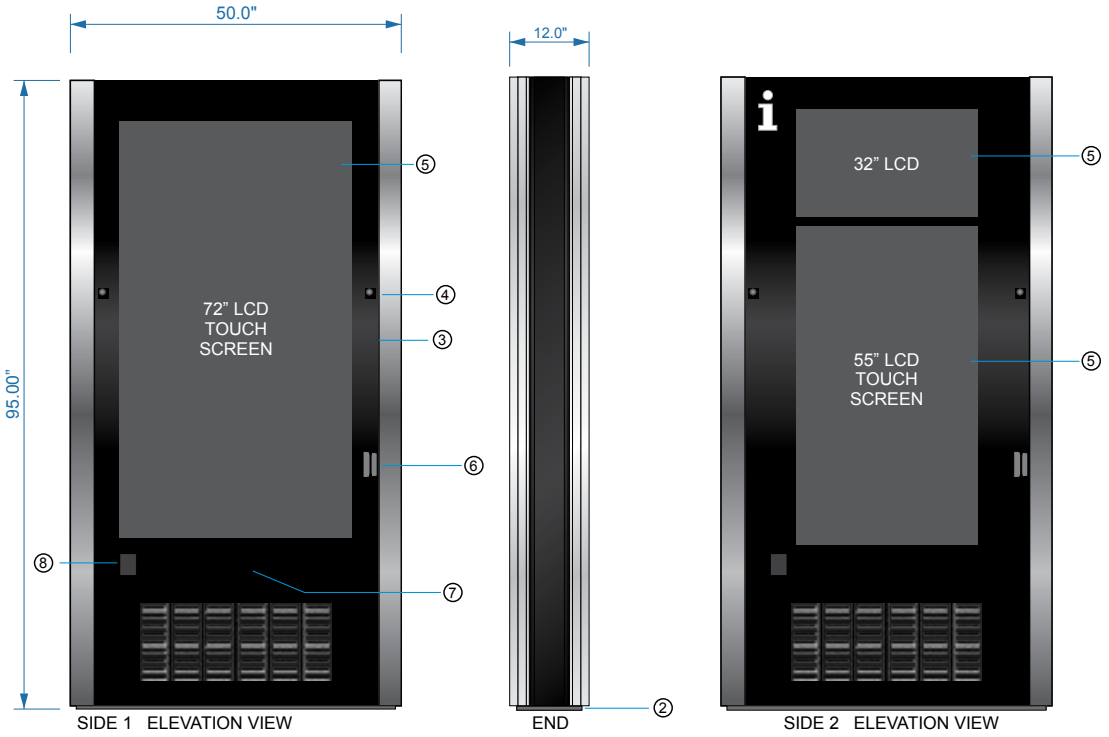
Sign Face Area = 16 sq. ft.

Copy Area = 16 sq. ft.

Sign Type A26

Elevate Kiosk

Status: Existing to Remain



DOUBLE SIDED SIGN

Total Area = 66 sq. ft.

Sign Face Area = 33 sq. ft.

Copy Area = 28 sq. ft.

Sign Type A27

Circulation Shelter

Status: Existing to Remain

NOTE: **NO OFF PREMISE ADVERTISING WILL BE PERMITTED**

DOUBLE SIDED SIGN

Total Area = 48 sq. ft.

Sign Face Area = 24 sq. ft.

Copy Area = 22 sq. ft.

Sign Type A28a

Britewall Ad Panel (Garage)

Status: Existing to Remain

NOTE: **Images will be static in nature.**

No off-premises advertising will be permitted.

Maximum Brightness = 11,000 lux per sign

A28a.1

SINGLE SIDED SIGN

Total Area = 465 sq. ft.

Sign Face Area = 465 sq. ft.

Copy Area = 420 sq. ft.

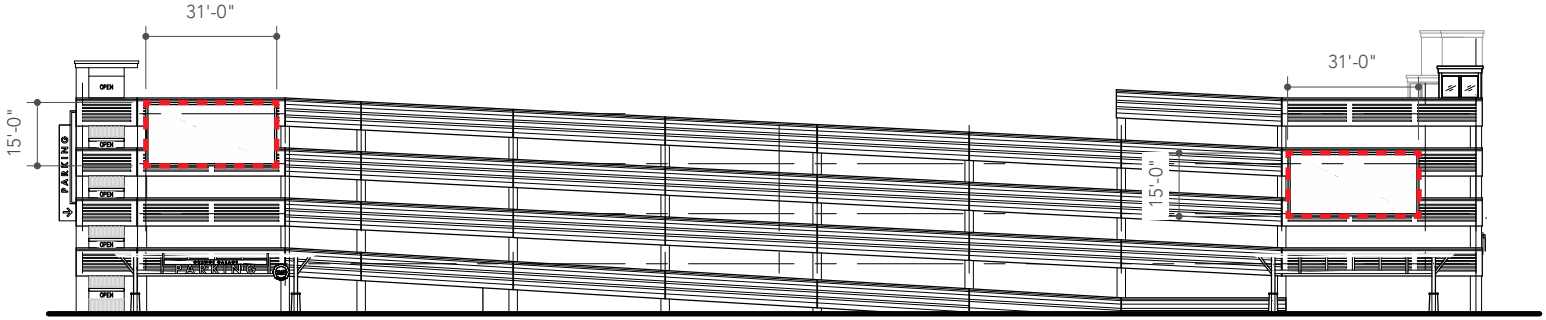
A28a.2

SINGLE SIDED SIGN

Total Area = 465 sq. ft.

Sign Face Area = 465 sq. ft.

Copy Area = 420 sq. ft.



Orange Garage: East Elevation

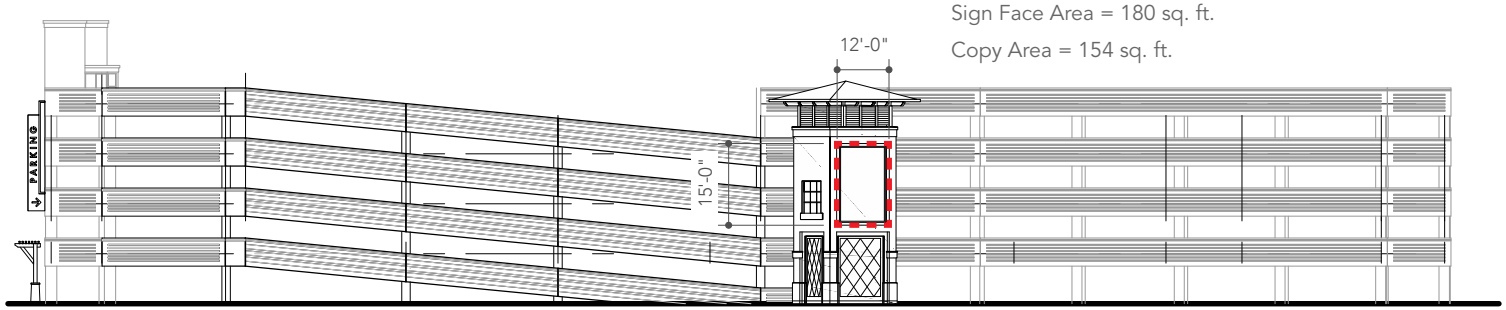
A28a.3

SINGLE SIDED SIGN

Total Area = 180 sq. ft.

Sign Face Area = 180 sq. ft.

Copy Area = 154 sq. ft.



Orange Garage: West Elevation

Sign Type A28b

Britewall Ad Panel (Mall)

Status: Existing to Remain

NOTE: **Images will be static in nature.**

No off-premises advertising will be permitted.

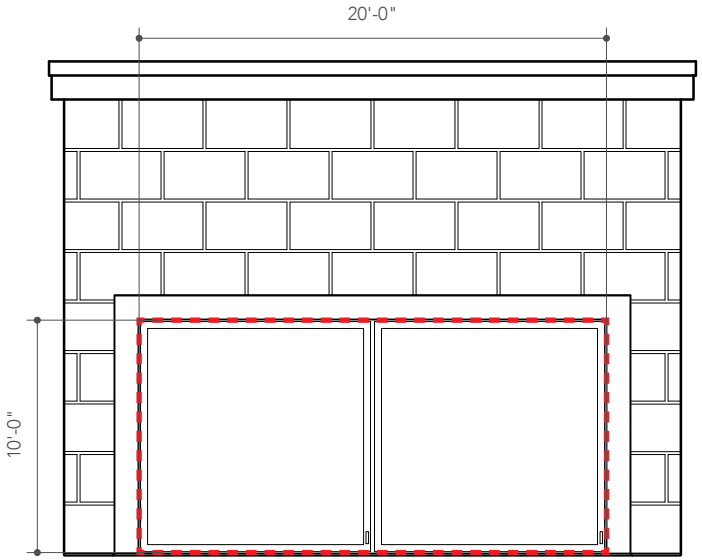
A28b.4

SINGLE SIDED SIGN

Total Area = 200 sq. ft.

Sign Face Area = 200 sq. ft.

Copy Area = 200 sq. ft.



Colonnade Bldg A

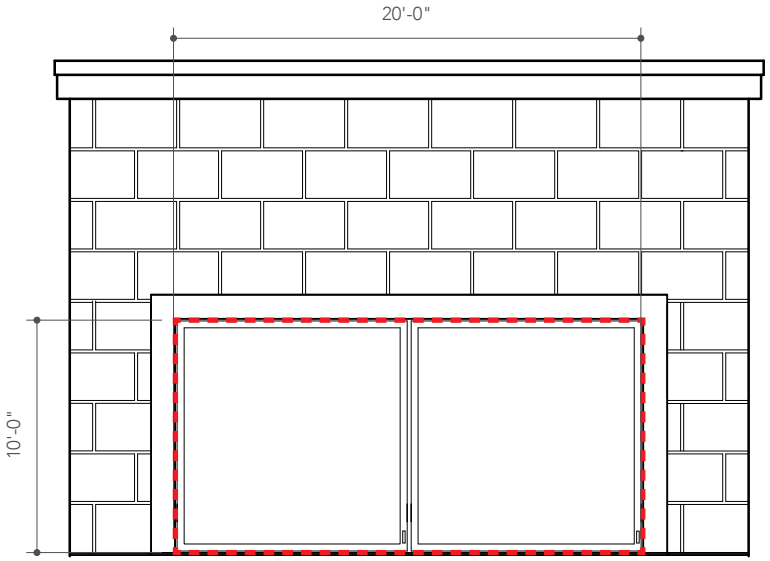
A28b.5

SINGLE SIDED SIGN

Total Area = 200 sq. ft.

Sign Face Area = 200 sq. ft.

Copy Area = 200 sq. ft.



Colonnade Bldg B

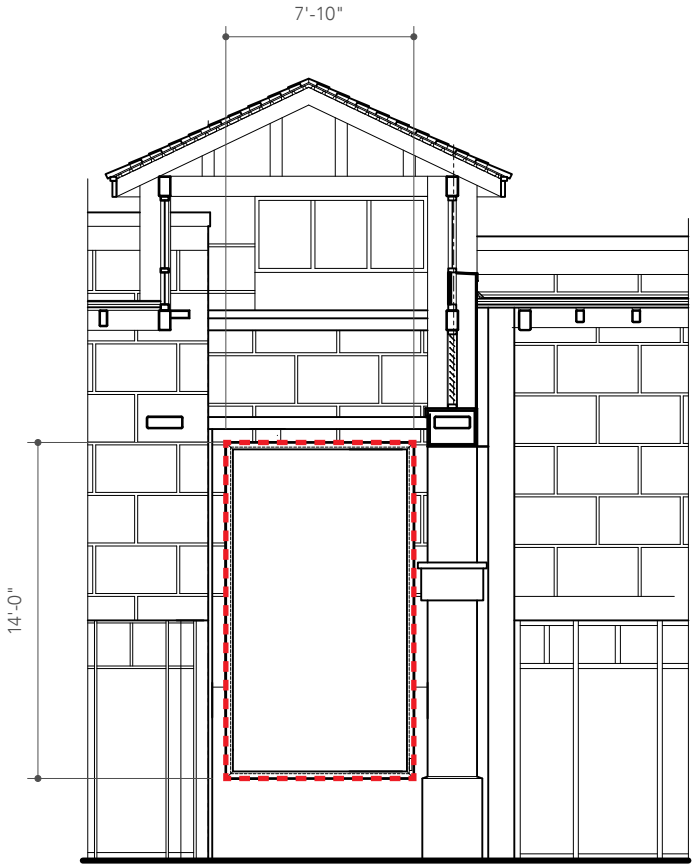
Sign Type A28b

Britewall Ad Panel (Mall)

Status: Existing to Remain

NOTE: **Images will be static in nature.**

No off-premises advertising will be permitted.



Colonnade Bldg A

A28b.6

SINGLE SIDED SIGN

Total Area = 110 sq. ft.

Sign Face Area = 110 sq. ft.

Copy Area = 110 sq. ft.

Sign Type A28b

Britewall Ad Panel (Mall)

Status: Existing to Remain

NOTE: **Images will be static in nature.**

No off-premises advertising will be permitted.

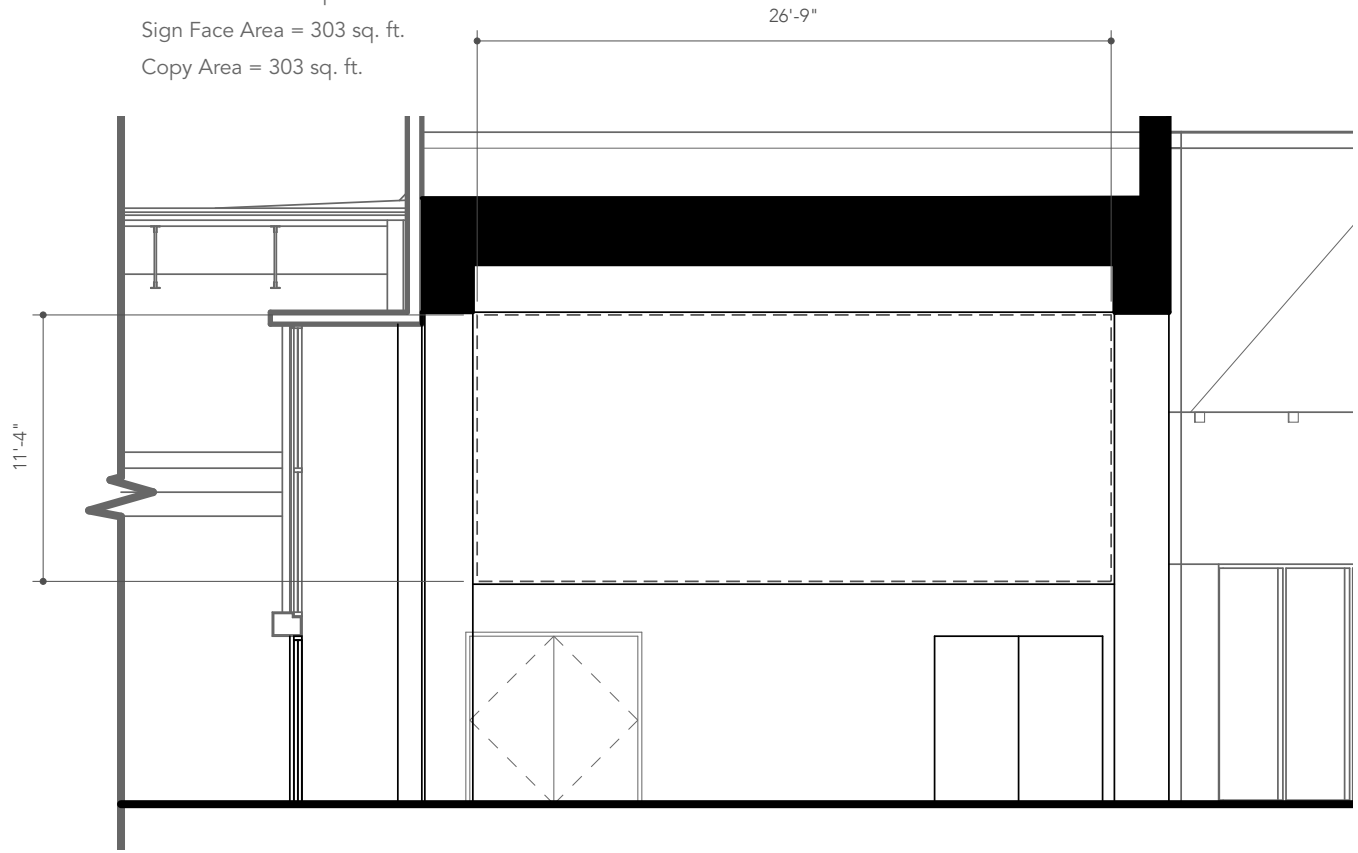
A28b.7

SINGLE SIDED SIGN

Total Area = 303 sq. ft.

Sign Face Area = 303 sq. ft.

Copy Area = 303 sq. ft.

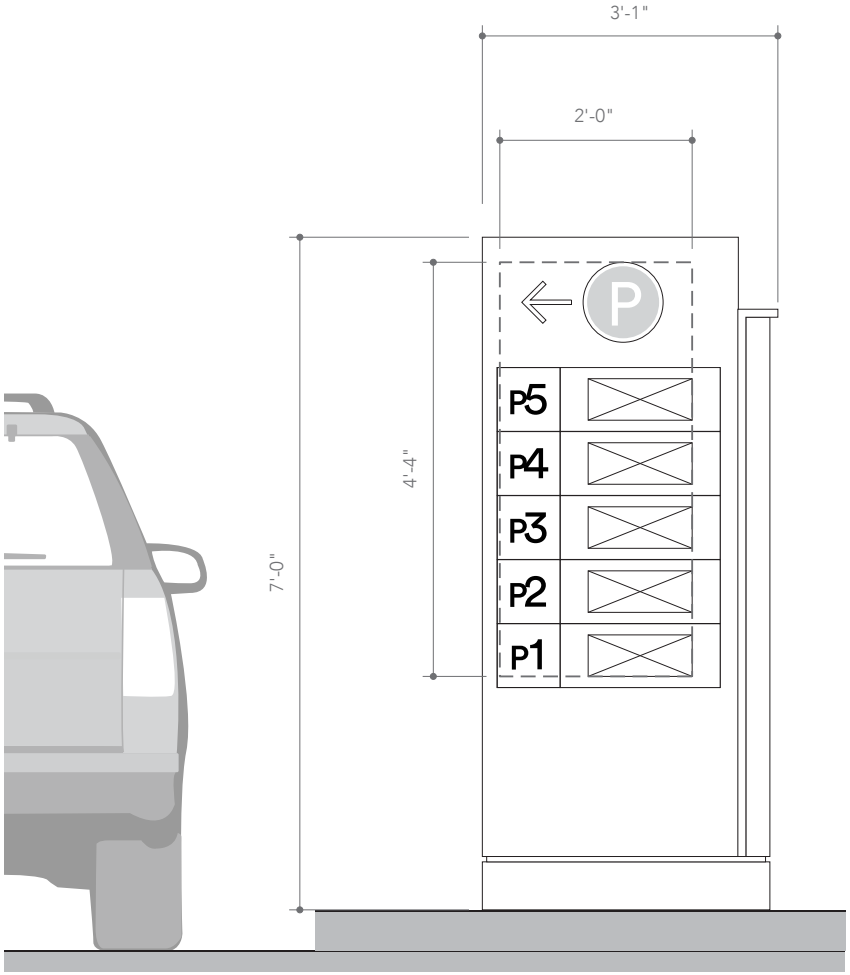


Oasis Entry Wall

Sign Type A29

Garage Car Counter

Status: Existing to Remain



DOUBLE SIDED SIGN

Total Area = 43 sq. ft.

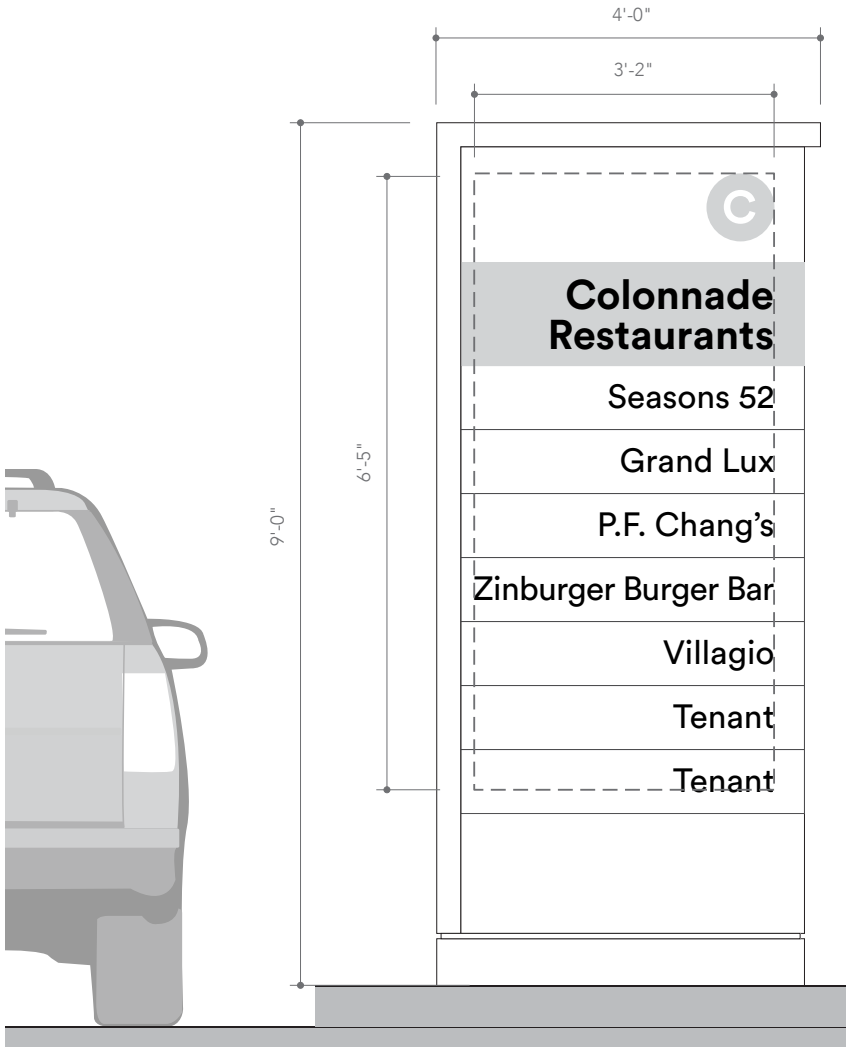
Sign Face Area = 21.5 sq. ft.

Copy Area = 9 sq. ft.

Sign Type A30

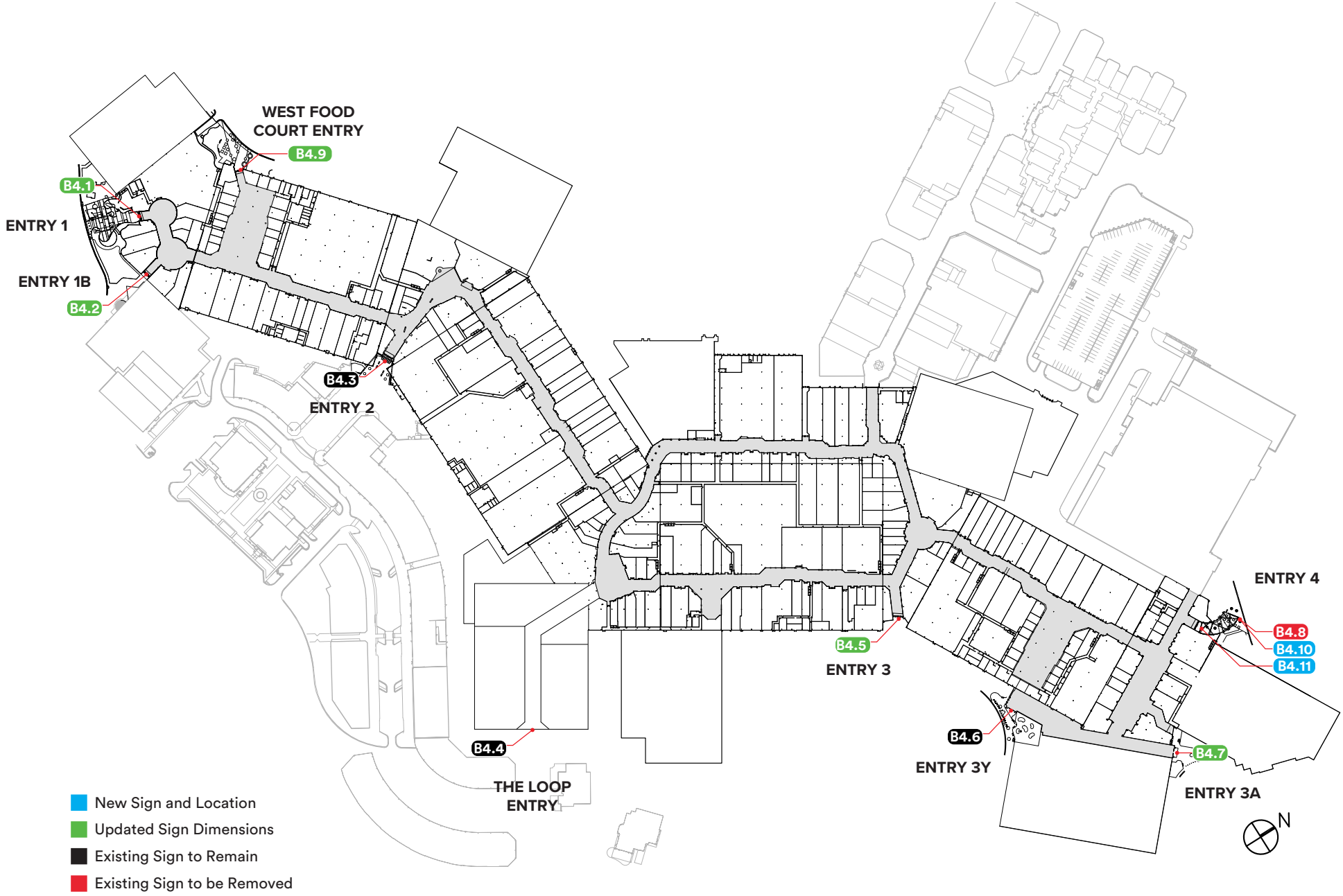
Colonnade Muli-Tenant Restaurant Sign

Status: Existing to Remain
Color of sign will vary by mall district.



SINGLE SIDED SIGN
Total Area = 36 sq. ft.
Sign Face Area = 36 sq. ft.
Copy Area = 20.5 sq. ft.

Overall Mall Entry Plaza Signage Location Plan



Sign Type B1

NOT USED

Sign Type B2

NOT USED

Sign Type B3

NOT USED

Sign Type B4

Primary Entry Identity Signs

Status: Updated sign dimensions
Color of sign will vary by mall district.

B4.1
SINGLE SIDED SIGN
Total Area = 130 sq. ft.
Sign Face Area = 130 sq. ft.
Copy Area = 73 sq. ft.

Entry 1

B4.2
SINGLE SIDED SIGN
Total Area = 120 sq. ft.
Sign Face Area = 120 sq. ft.
Copy Area = 57 sq. ft.

Entry 1B

Sign Type B4

Primary Entry Identity Signs

Status: Existing to Remain
Color of sign will vary by mall district.

B4.3
SINGLE SIDED SIGN
Total Area = 180 sq. ft.
Sign Face Area = 180 sq. ft.
Copy Area = 95 sq. ft.

Entry 2

B4.4
SINGLE SIDED SIGN
Total Area = 80 sq. ft.
Sign Face Area = 80 sq. ft.
Copy Area = 63 sq. ft.

The Loop Entry

Sign Type B4

Primary Entry Identity Signs

Status: Sign removed (B4.8), Updated sign dimensions (B4.9)
Color of sign will vary by mall district.

B4.8
DOUBLE SIDED SIGN
Total Area =
Sign Face Area =
Copy Area =

SIGN TYPE REMOVED

Entry 4

B4.9
SINGLE SIDED SIGN
Total Area = 200 sq. ft.
Sign Face Area = 200 sq. ft.
Copy Area = 117 sq. ft.

West Food Court Entry

Sign Type B4

Primary Entry Identity Signs

Status: Updated sign dimensions
Color of sign will vary by mall district.

B4.5
SINGLE SIDED SIGN
Total Area = 168 sq. ft.
Sign Face Area = 168 sq. ft.
Copy Area = 80 sq. ft.

Entry 3

B4.7
SINGLE SIDED SIGN
Total Area = 376 sq. ft.
Sign Face Area = 376 sq. ft.
Copy Area = 221 sq. ft.

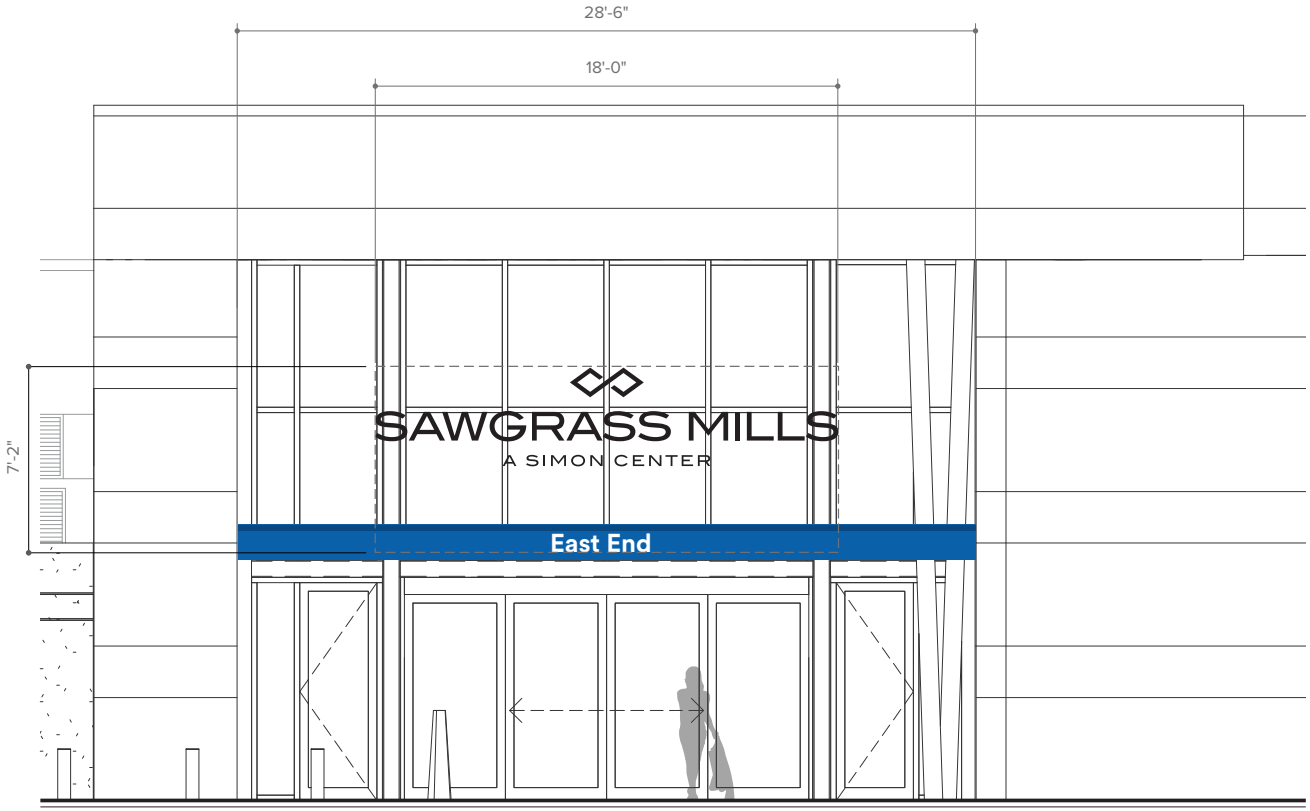
Entry 3A

Sign Type B4

Primary Entry Identity Signs

Status: Existing to Remain
Color of sign will vary by mall district.

B4.6
SINGLE SIDED SIGN
Total Area = 200 sq. ft.
Sign Face Area = 200 sq. ft.
Copy Area = 130 sq. ft.



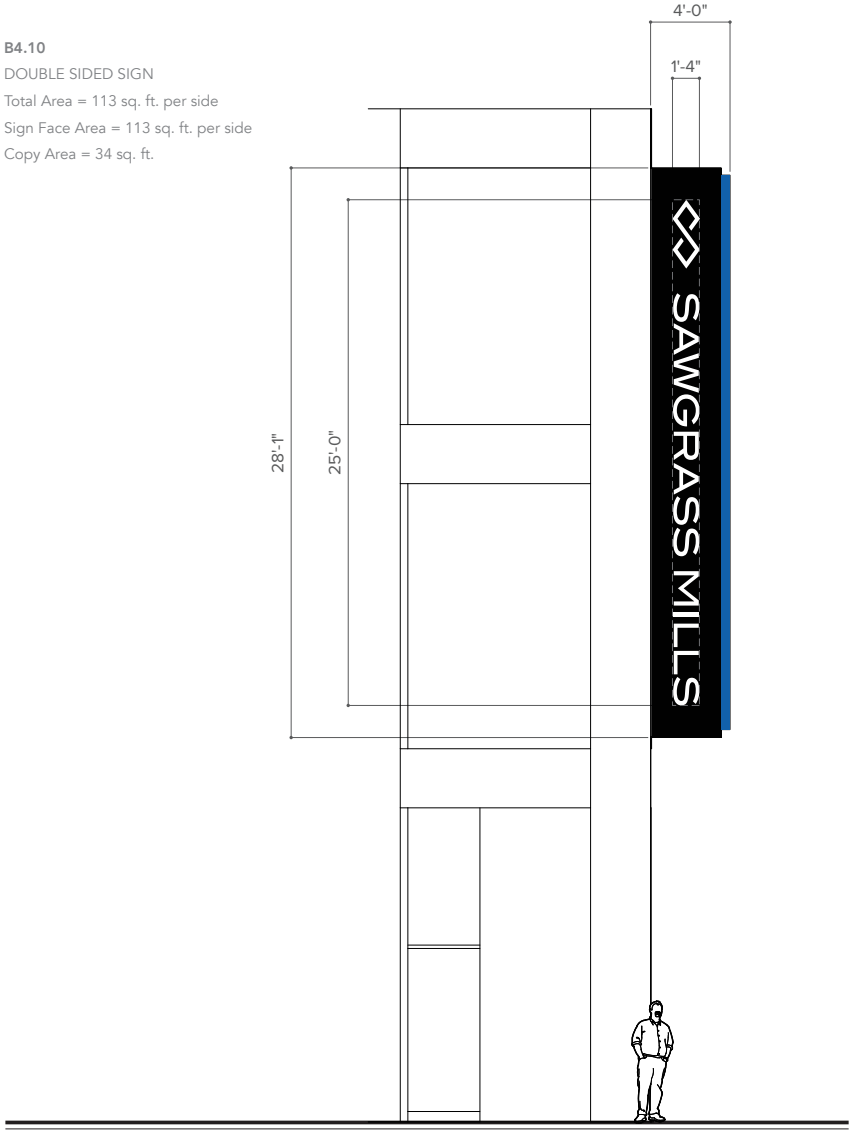
Entry 3Y

Sign Type B4

Primary Entry Identity Signs

Status: New sign locations
Color of sign will vary by mall district.

B4.10
DOUBLE SIDED SIGN
Total Area = 113 sq. ft. per side
Sign Face Area = 113 sq. ft. per side
Copy Area = 34 sq. ft.

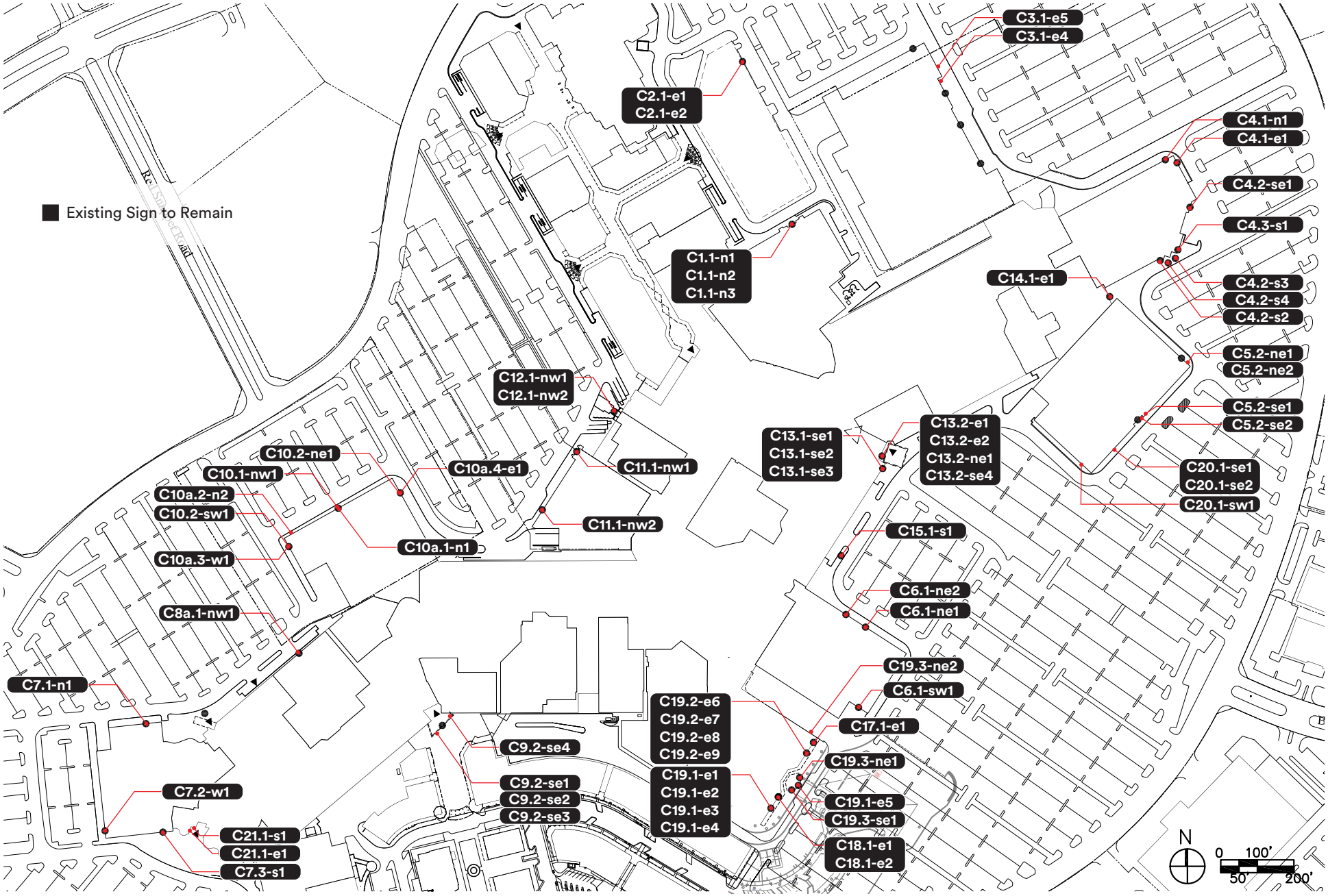


Entry 4

B4.11
SINGLE SIDED SIGN
Total Area = 37 sq. ft.
Sign Face Area = 37 sq. ft.
Copy Area = 4 sq. ft.

Entry 4

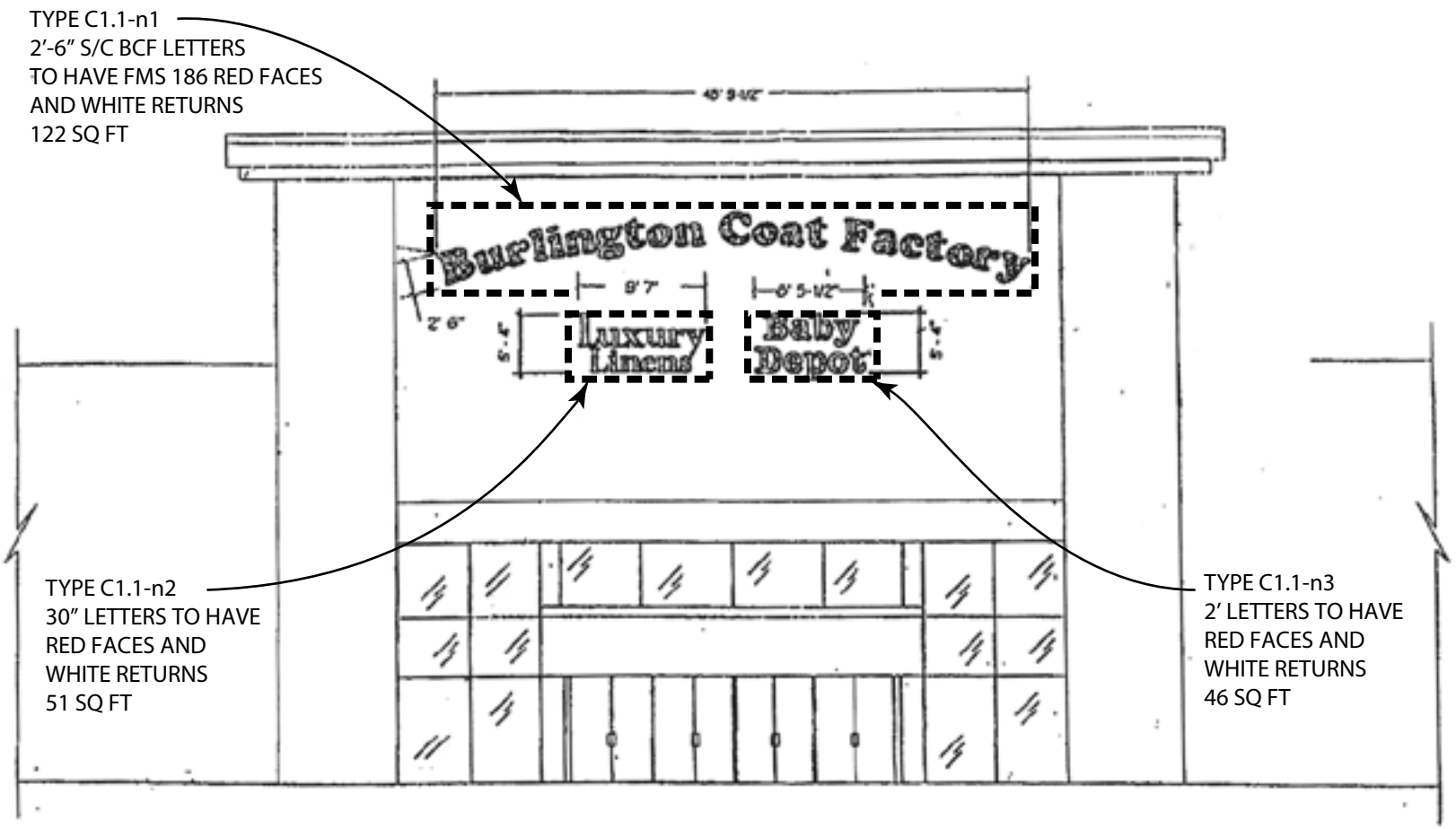
Overall Retail Tenant Location Plan



Sign Type C1

Burlington Coat Factory

Status: Existing to Remain



PARTIAL NORTH ELEVATION

Sign Type C2

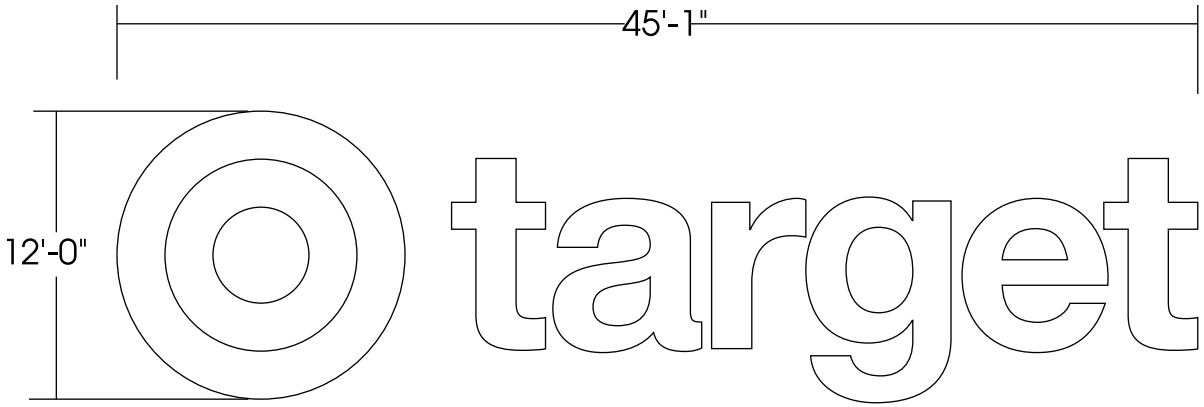
Parking Deck (Tenant Signage)

Status: Existing to Remain

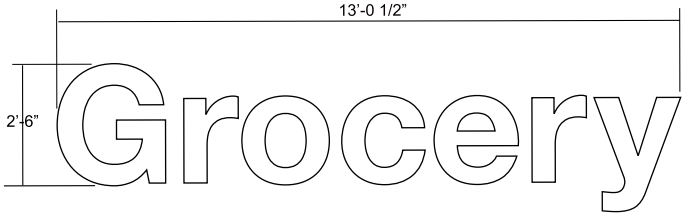
Sign Type C3

Super Target

Status: Existing to Remain

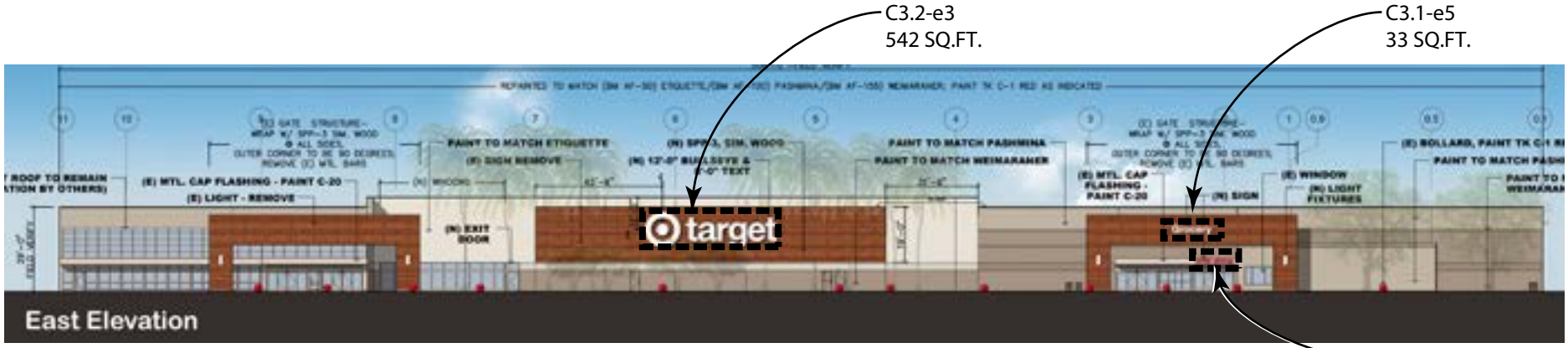


C3.2-e3



C3.1-e5

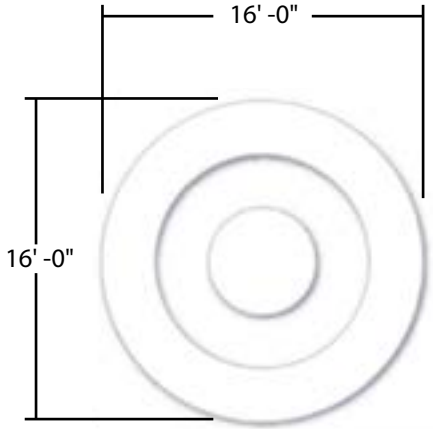
C3.1-e4



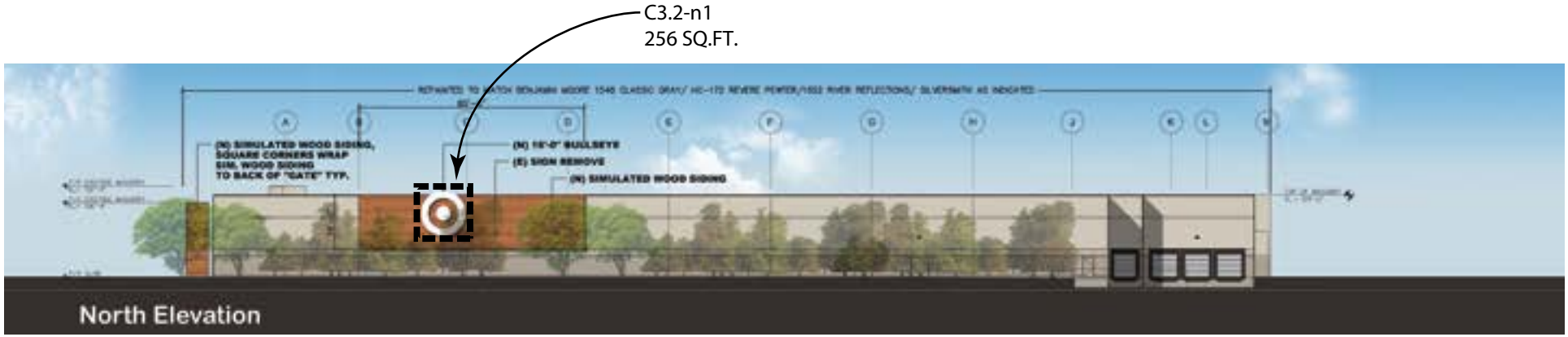
Sign Type C3

Super Target

Status: Existing to Remain



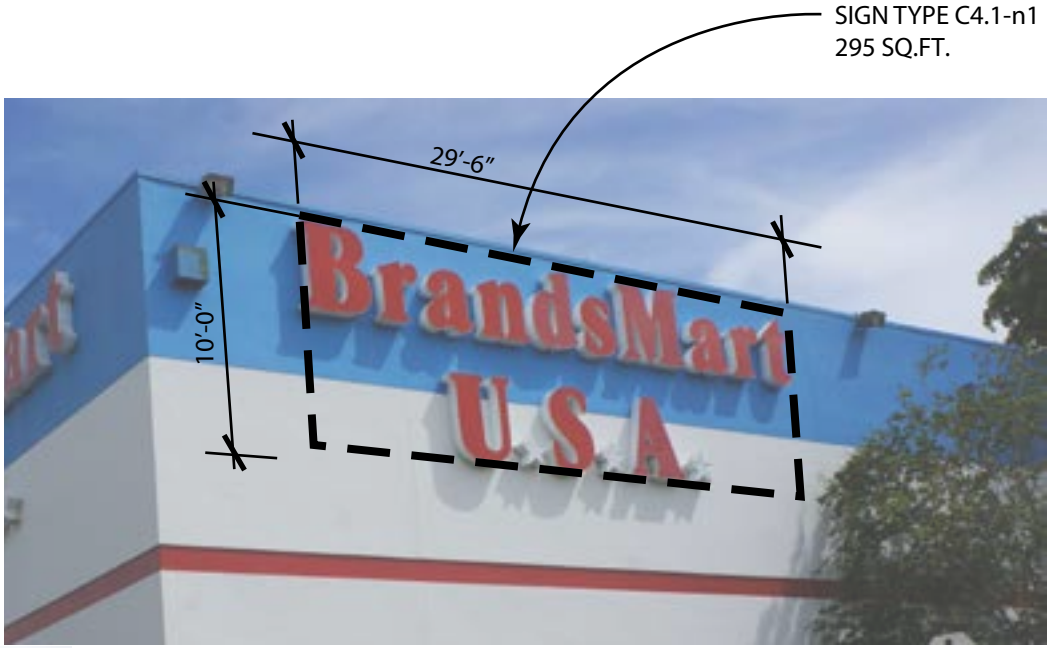
C3.2-n1

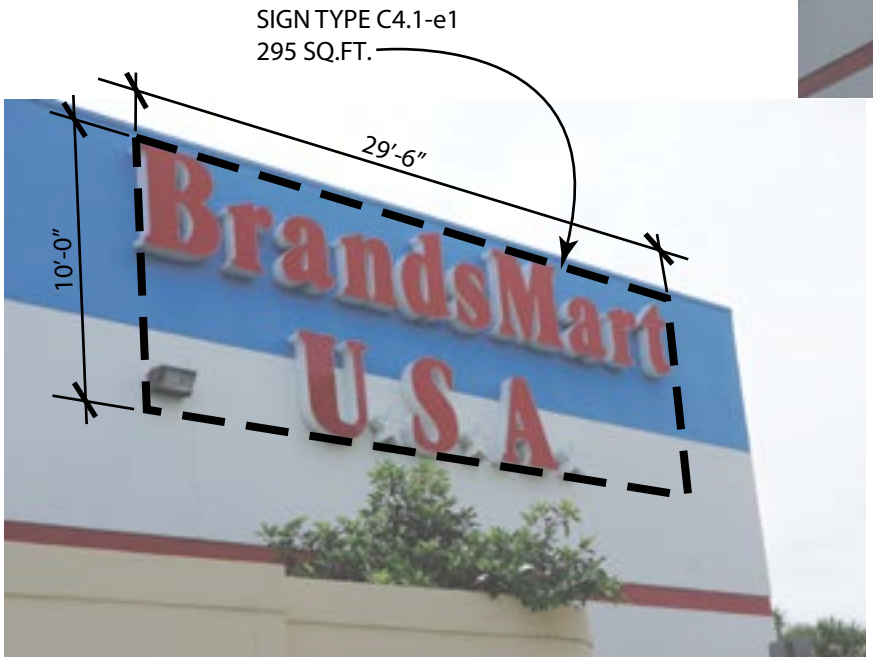


Sign Type C4

Brandsmart USA

Status: Existing to Remain

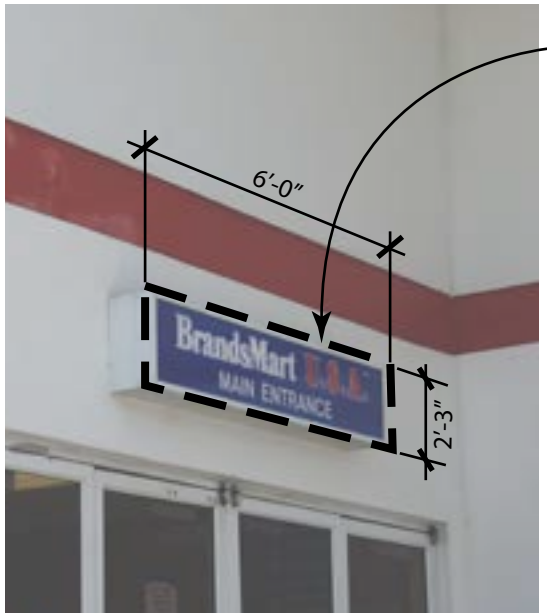




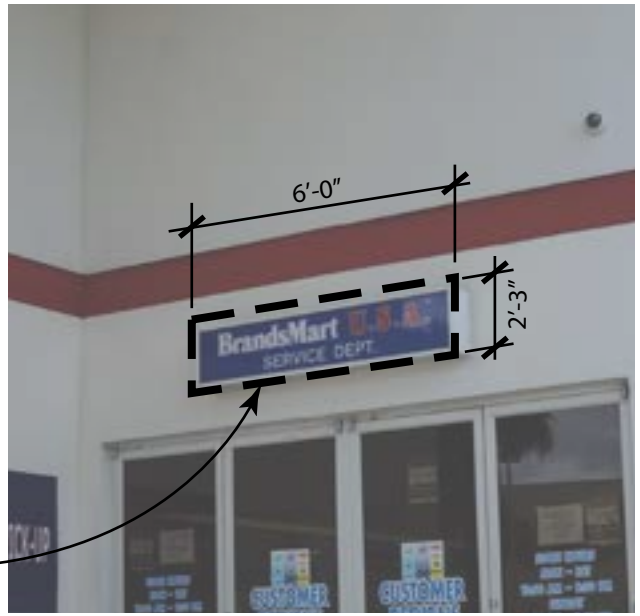
Sign Type C4

Brandsmart USA

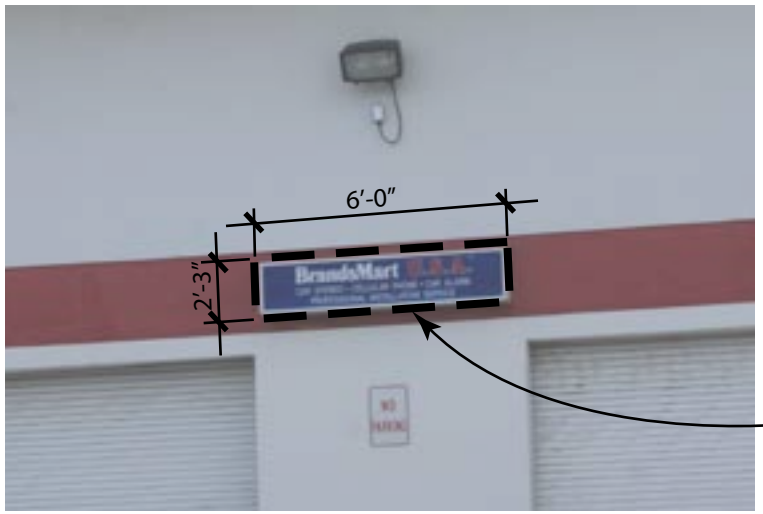
Status: Existing to Remain



SIGN TYPE C4.2-s4
13.5 SQ.FT.



SIGN TYPE C4.2-s3
13.5 SQ.FT.



SIGN TYPE C4.2-se1
13.5 SQ.FT.

Sign Type C4

Brandsmart USA

Status: Existing to Remain

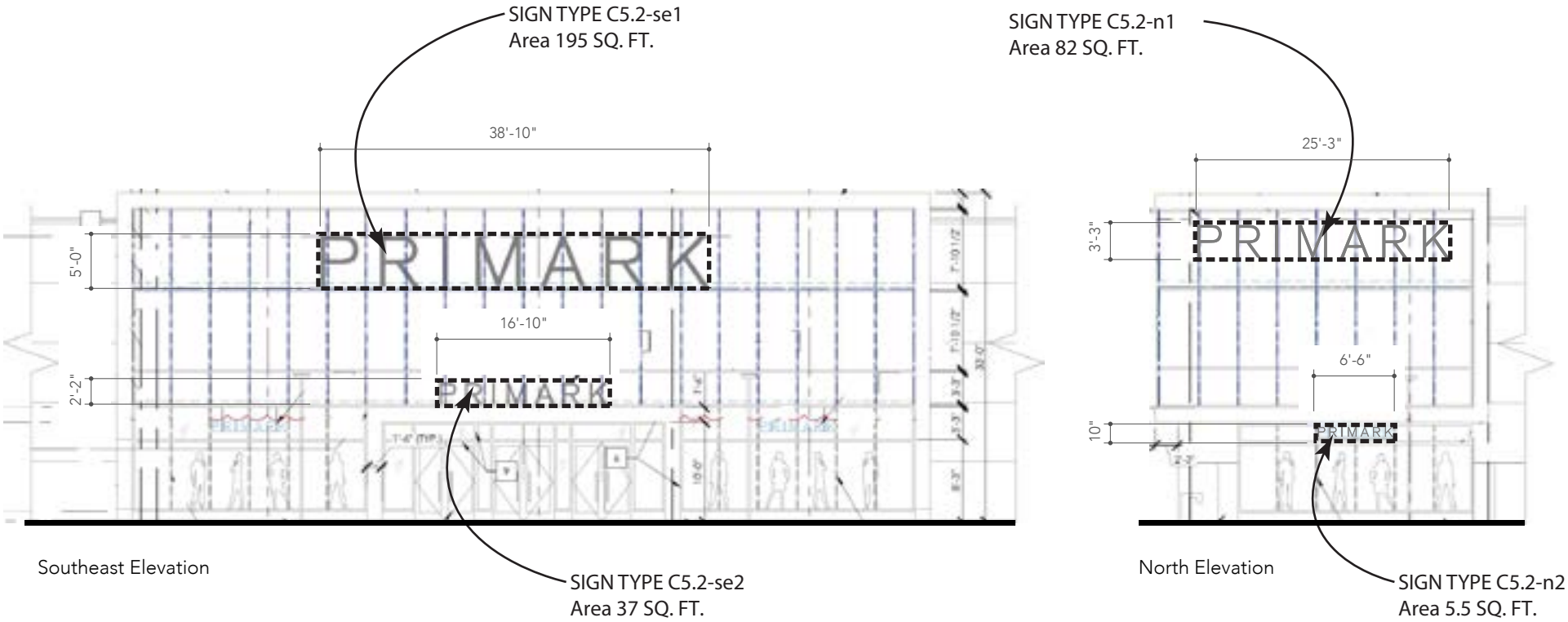
SIGN TYPE C4.3-s2
295 SQ.FT.

SIGN TYPE C4.3-s1
295 SQ.FT.

Sign Type C5

Primark

Status: Existing to Remain



Southeast Elevation

North Elevation

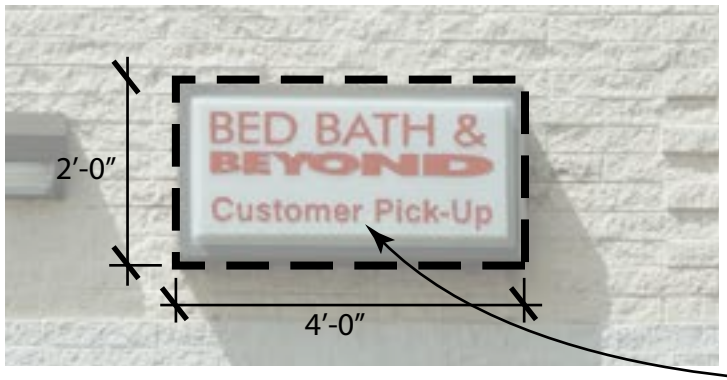
Sign Type C6

Bed Bath & Beyond

Status: Existing to Remain

SIGN TYPE C6.1-ne1
60 SQ.FT.

SIGN TYPE C6.1-ne2
160 SQ.FT.



SIGN TYPE C6.1-sw1
8 SQ.FT.

Sign Type C7

Marshalls

Status: Existing to Remain

Sign Type C7

Marshalls

Status: Existing to Remain

Sign Type C7

Marshalls

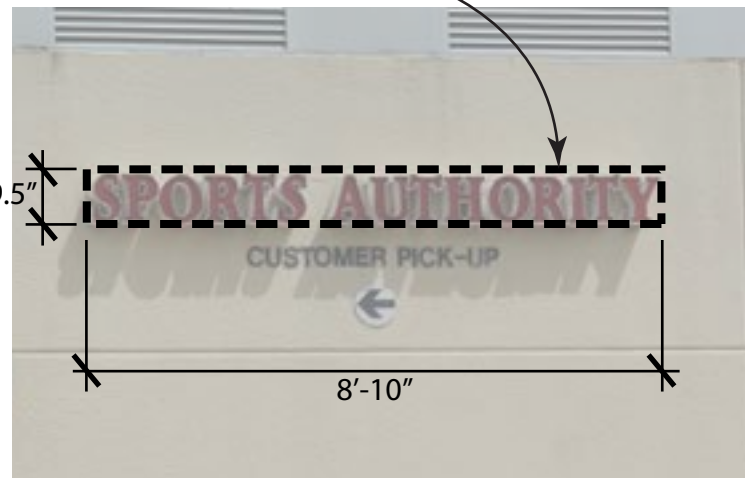
Status: Existing to Remain

Sign Type C8

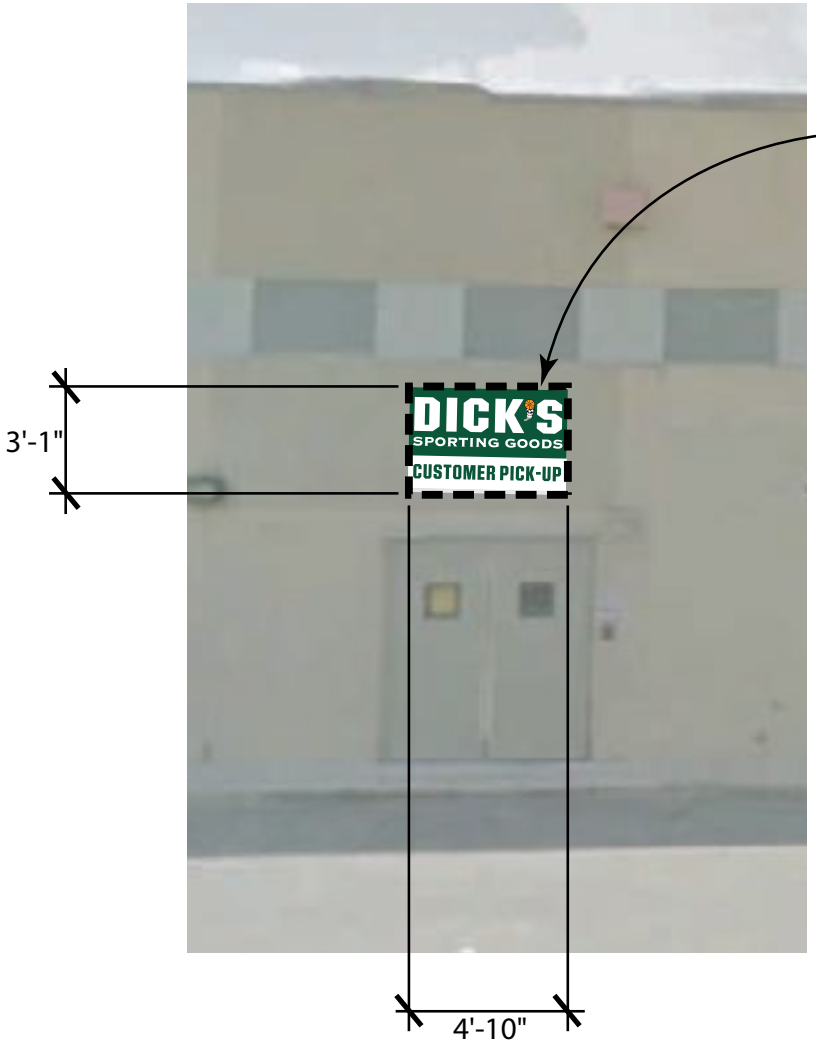
Dick's Sporting Goods

Status: Existing to Remain

SIGN TYPE C8.1-nw1
7 SQ.FT.



SIGN TYPE C8a.1-nw1
16 SQ.FT.



Sign Type C9

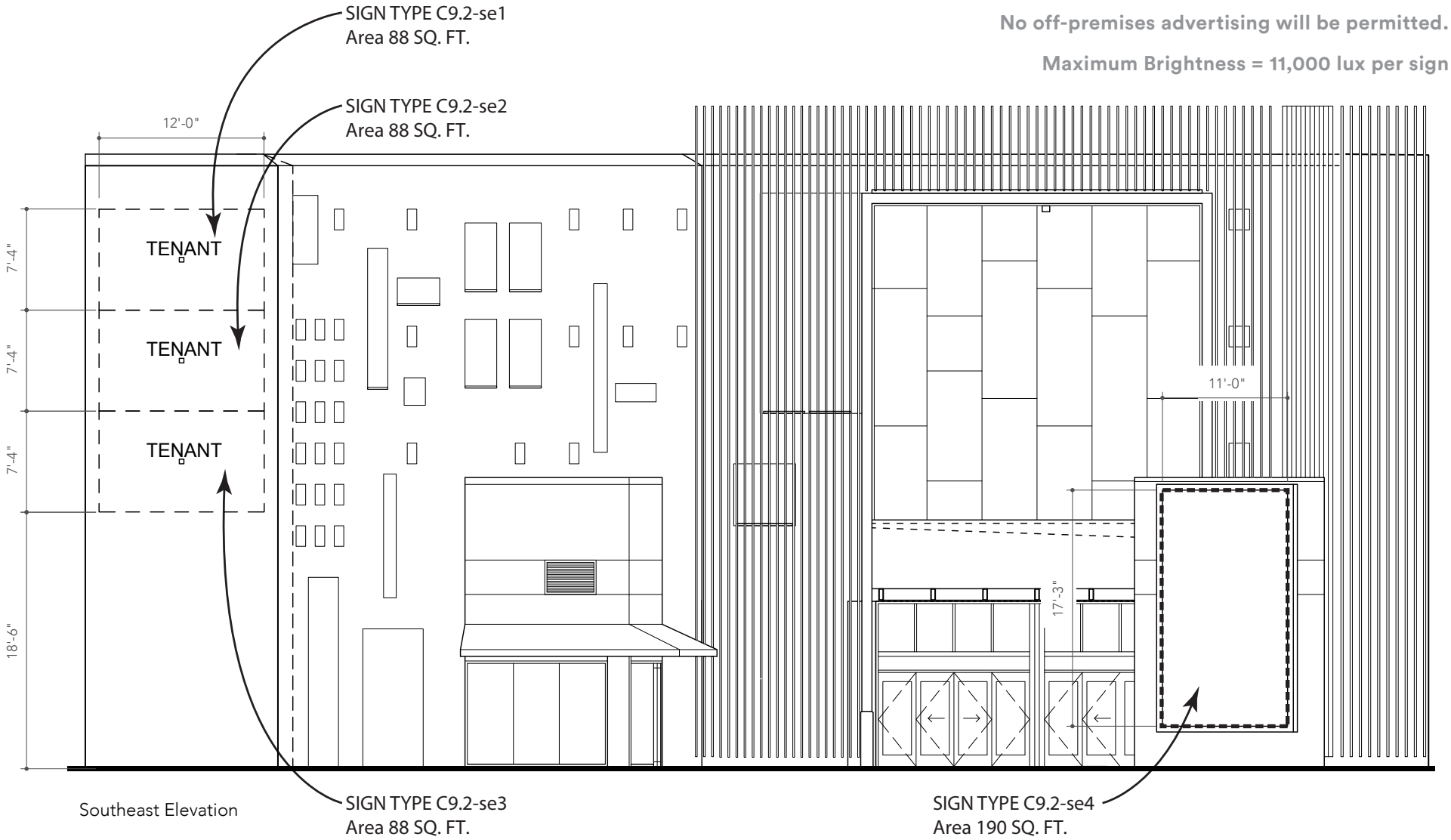
Entry 2 Tenant Signage

Status: Existing to Remain

NOTE: **Images will be static in nature.**

No off-premises advertising will be permitted.

Maximum Brightness = 11,000 lux per sign



Southeast Elevation

Sign Type C10

NOT USED

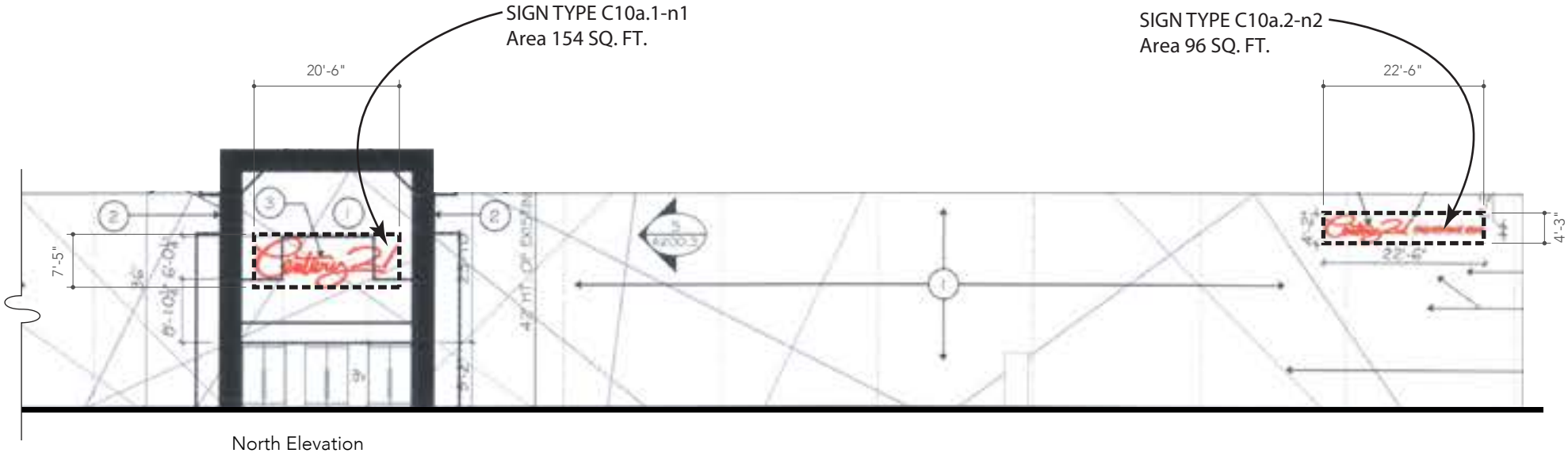
Sign Type C10

NOT USED

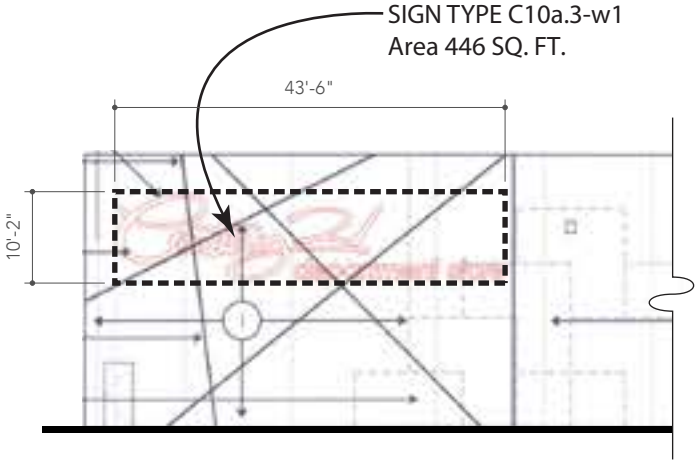
Sign Type C10a

Century 21

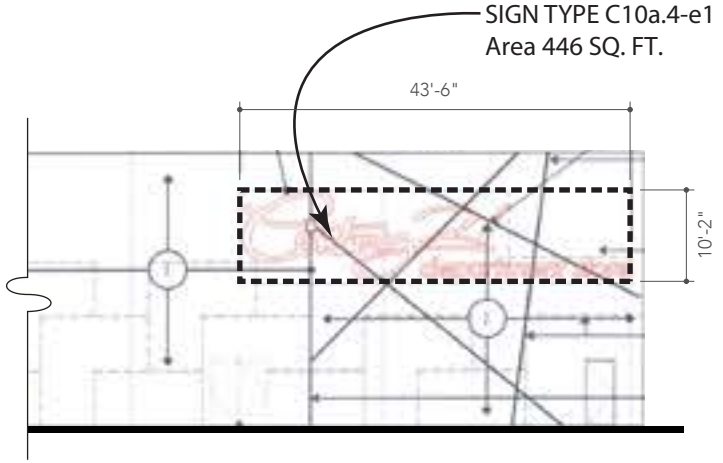
Status: Existing to Remain



North Elevation



West Elevation



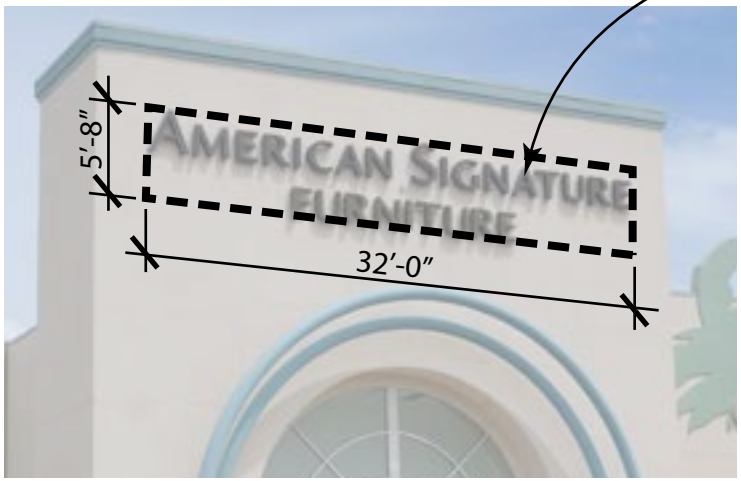
East Elevation

Sign Type C11

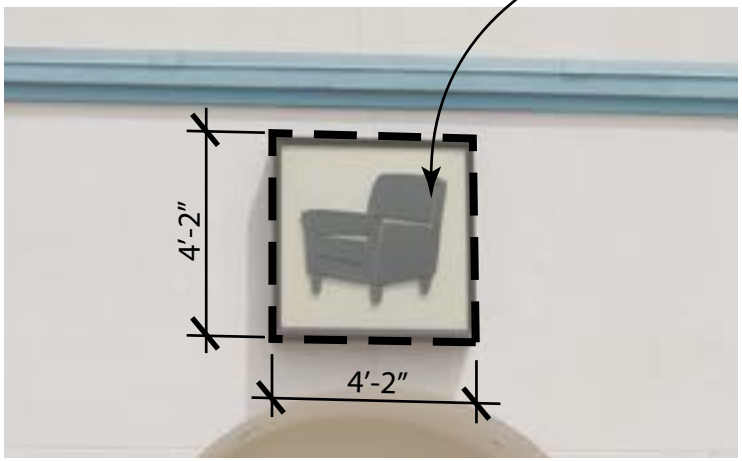
American Signature Furniture

Status: Existing to Remain

SIGN TYPE C11.1-nw1
181 SQ.FT.



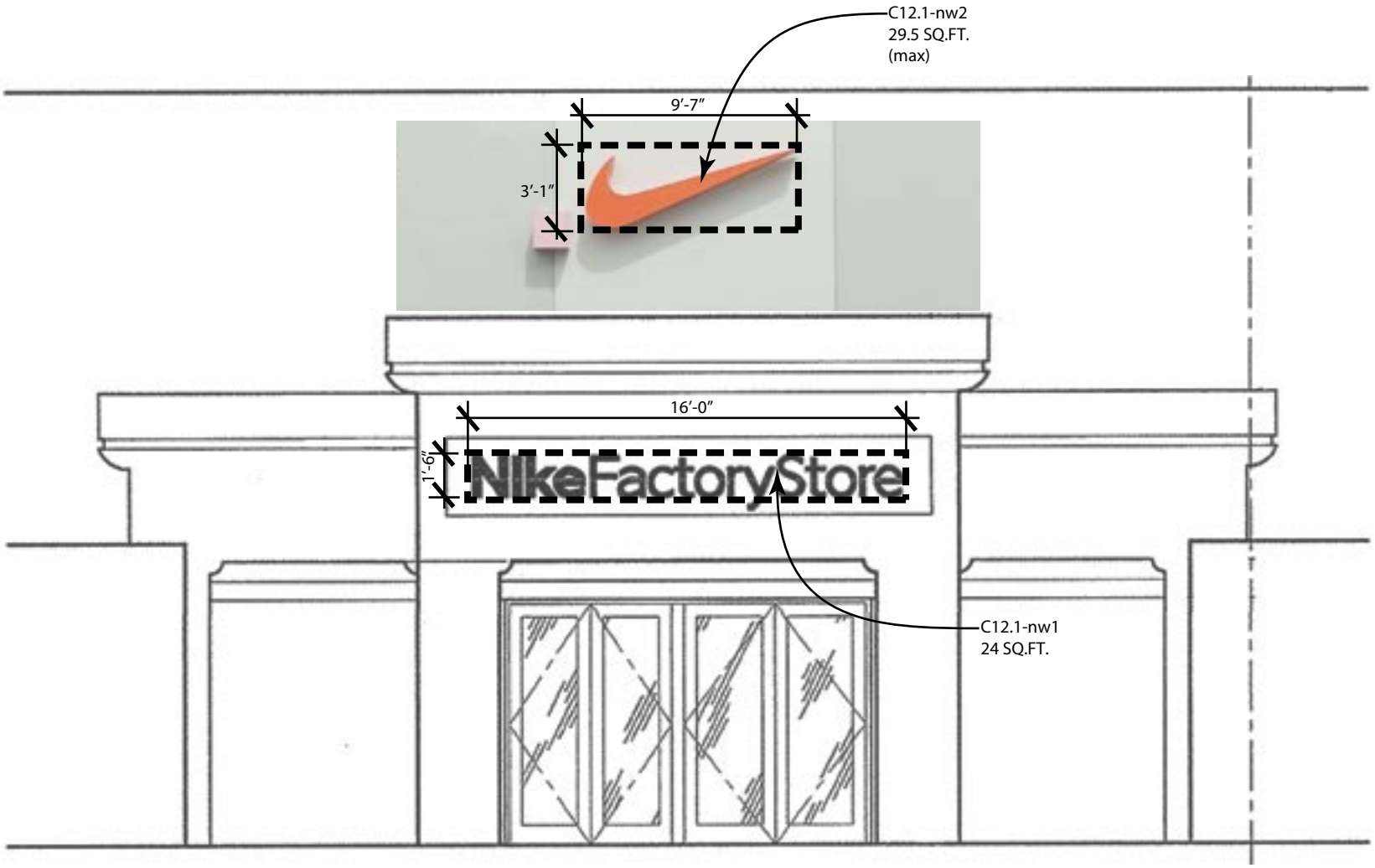
SIGN TYPE C11.1-nw2
17 SQ.FT.



Sign Type C12

Nike Factory Store

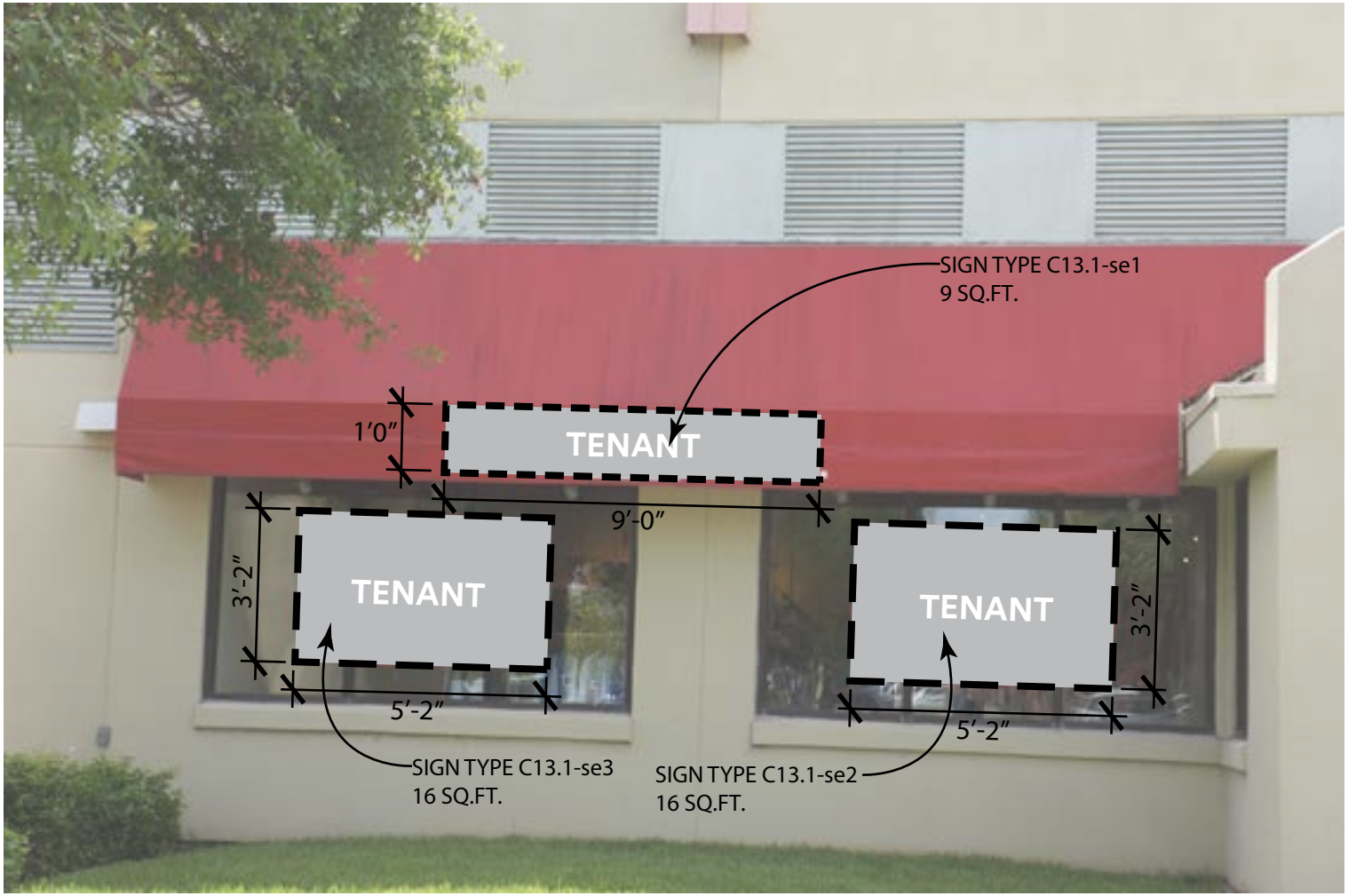
Status: Existing to Remain



Sign Type C13

Tenant

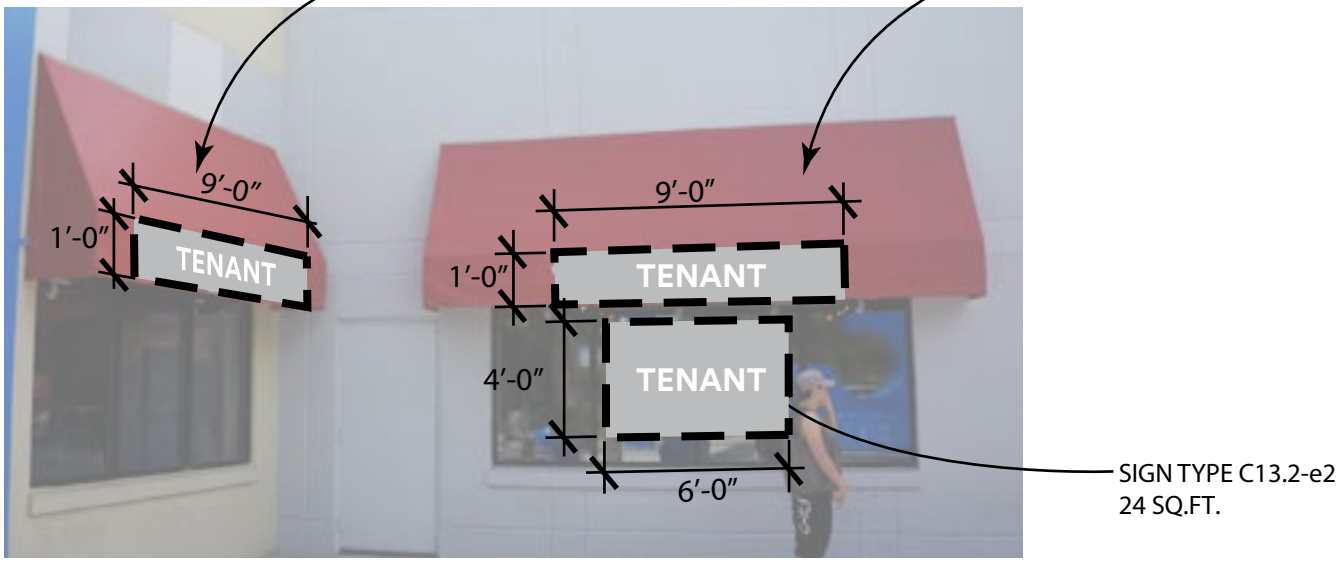
Status: Existing to Remain

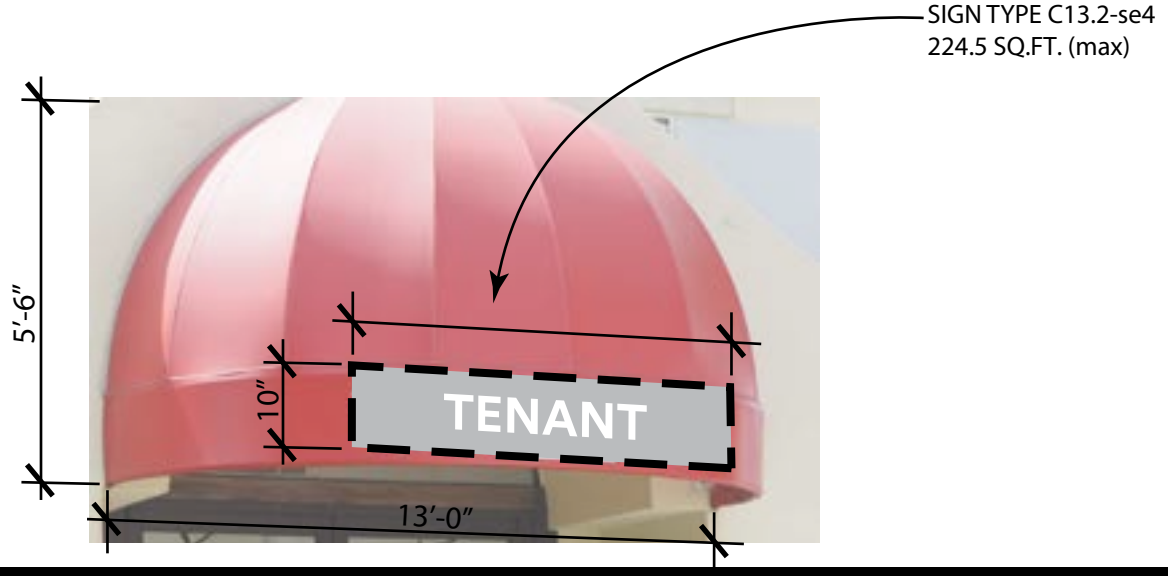


Sign Type C13

Tenant

Status: Existing to Remain





Sign Type C14

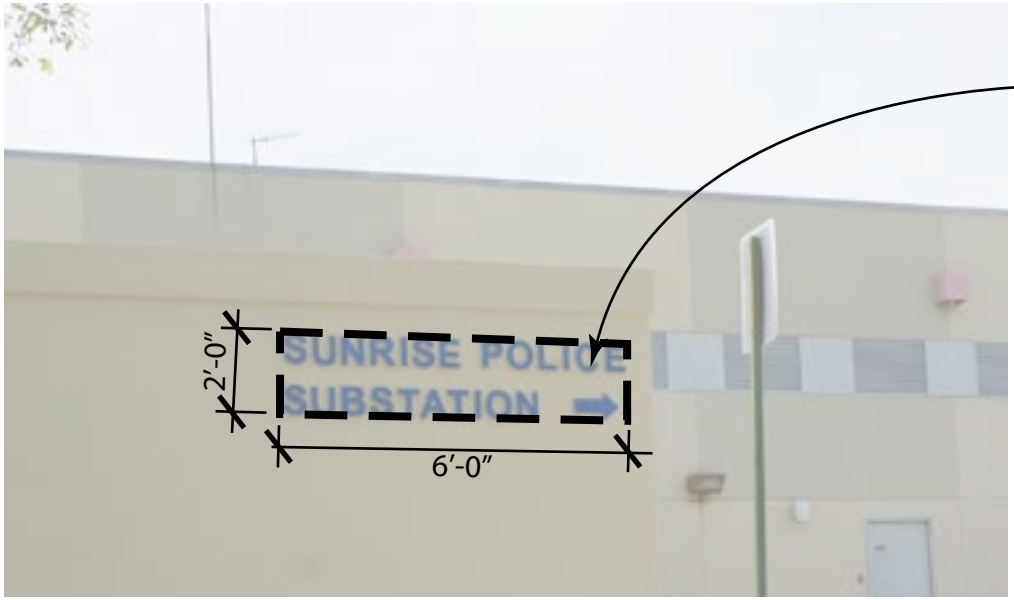
Lenscrafters

Status: Existing to Remain

Sign Type C15

Sunrise Police Substation

Status: Existing to Remain



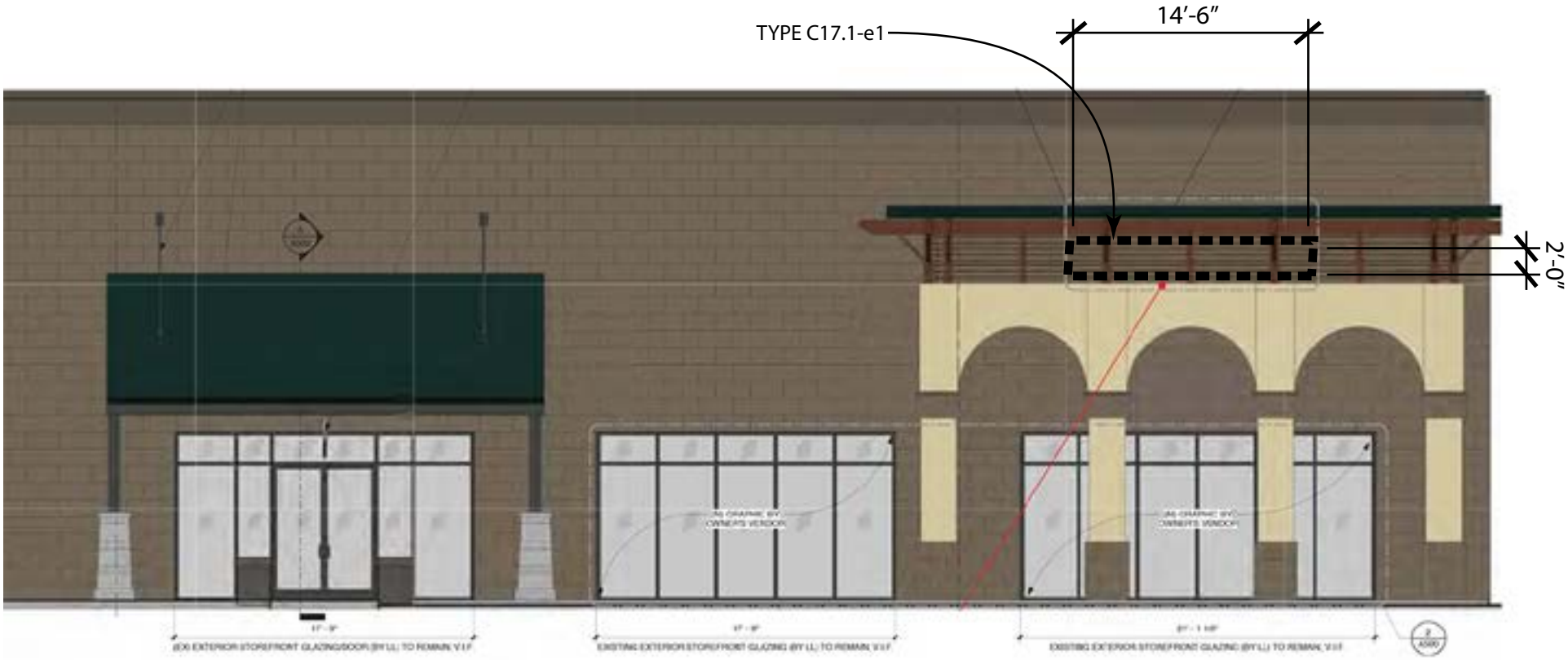
Sign Type C16

NOT USED

Sign Type C17

Columbia

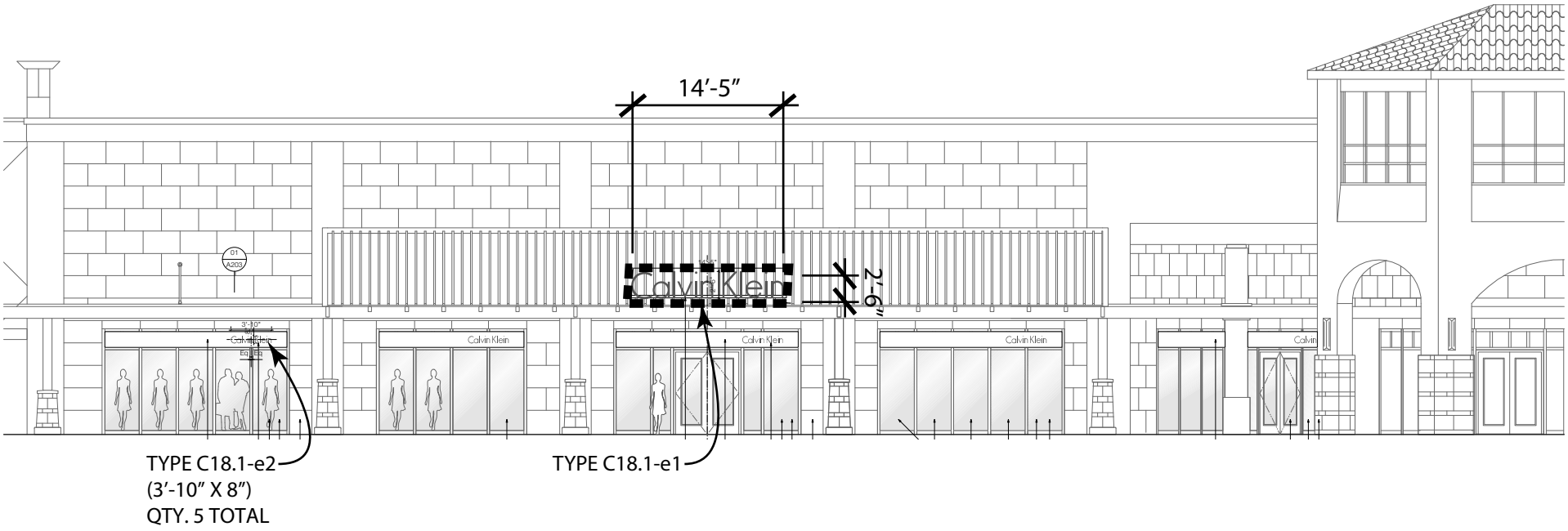
Status: Existing to Remain



Sign Type C18

Calvin Klein

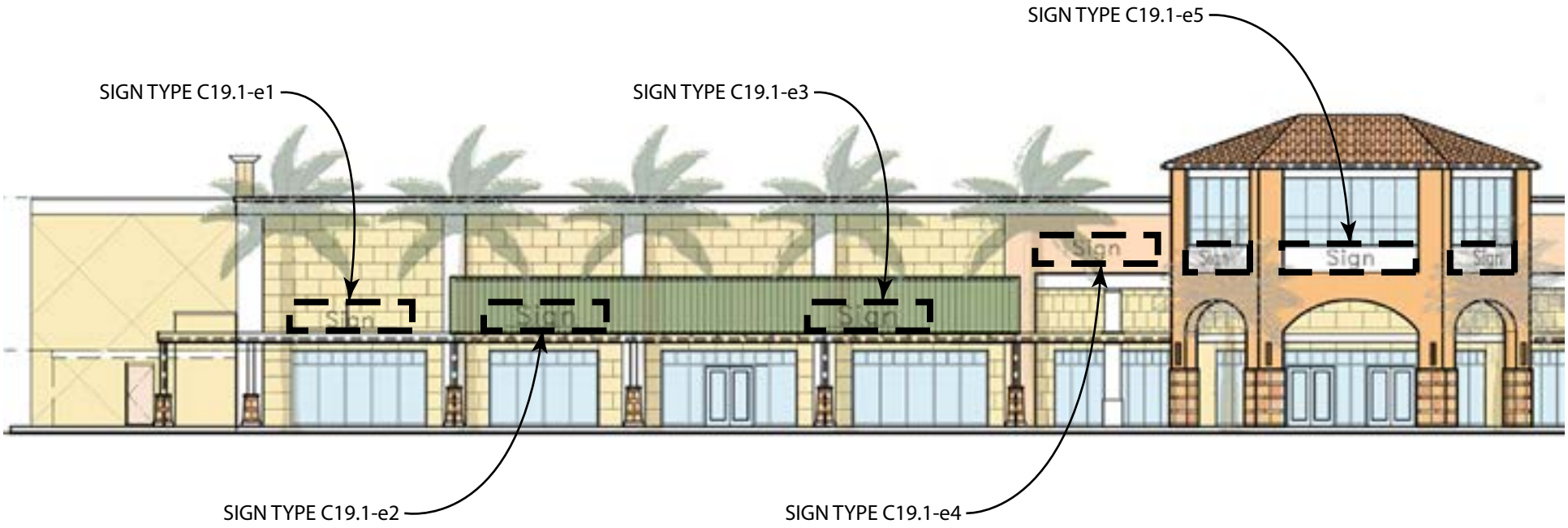
Status: Existing to Remain



Sign Type C19

Anchor D

Status: Existing to Remain

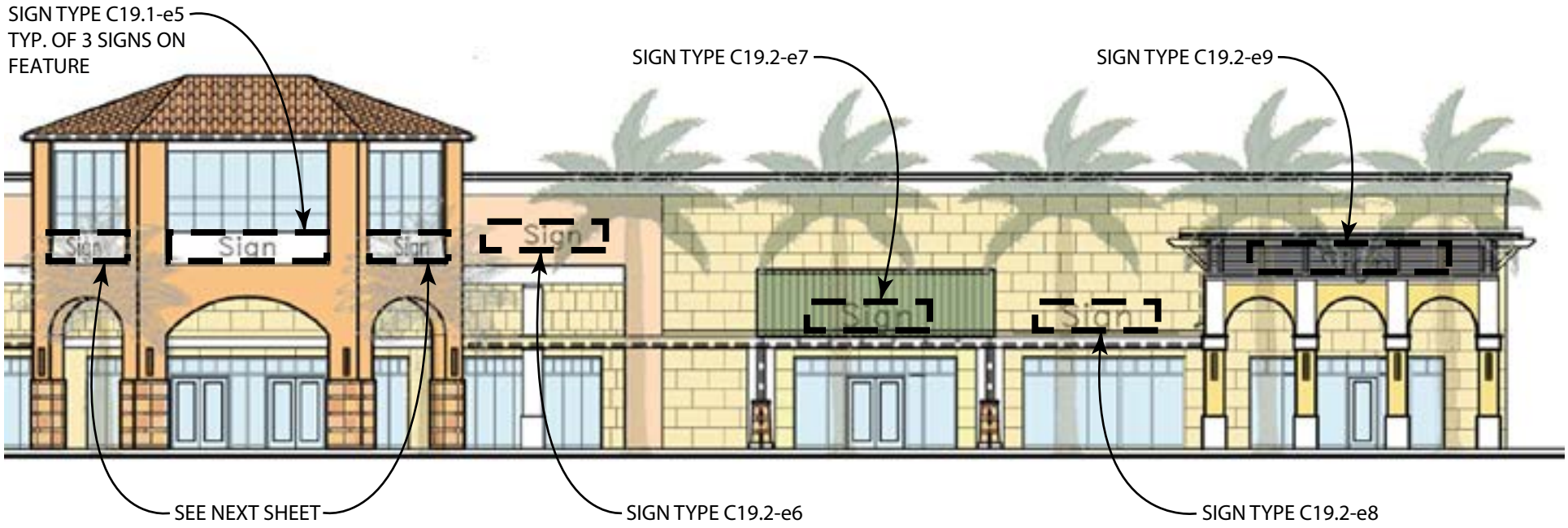


*NOTE: SIGN SHALL BE MOUNTED IN AREA INDICATED BY DASHED LINE. THE TOTAL AREA FOR EACH SIGN SHOWN SHALL NOT EXCEED 100 SF. NO EXPOSED NEON. THE NUMBER OF SIGNS PROPOSED IS AS SHOWN

Sign Type C19

Anchor D

Status: Existing to Remain

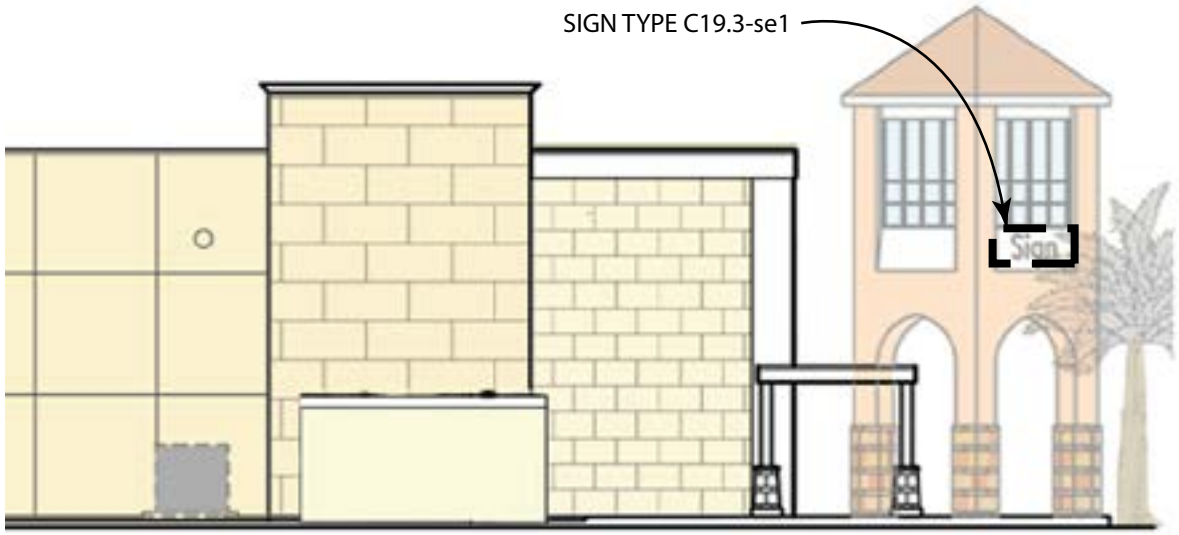


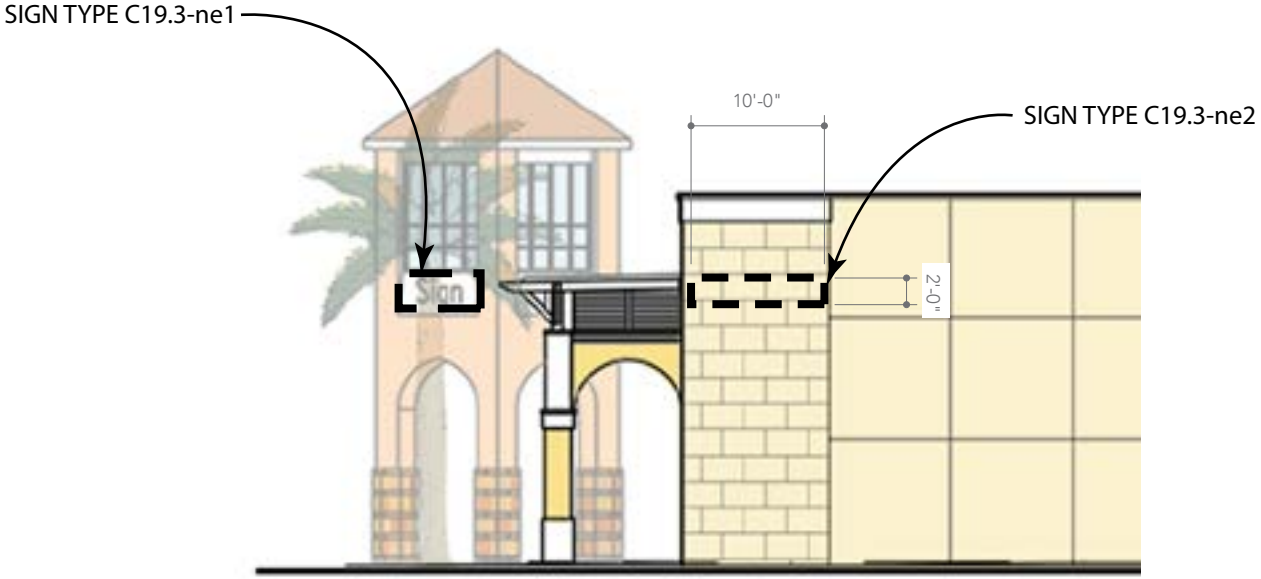
*NOTE: SIGN SHALL BE MOUNTED IN AREA INDICATED BY DASHED LINE. THE TOTAL AREA FOR EACH SIGN SHOWN SHALL NOT EXCEED 100 SF. NO EXPOSED NEON. THE NUMBER OF SIGNS PROPOSED IS AS SHOWN

Sign Type C19

Anchor D

Status: Existing to Remain



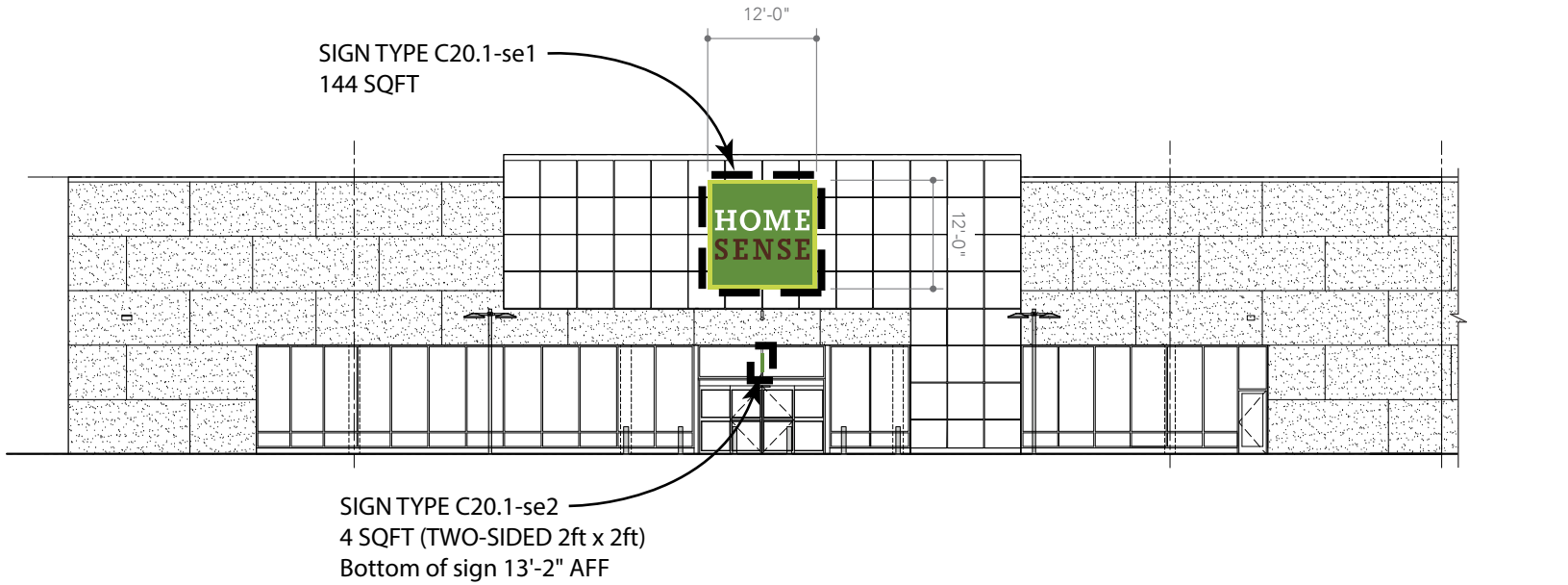


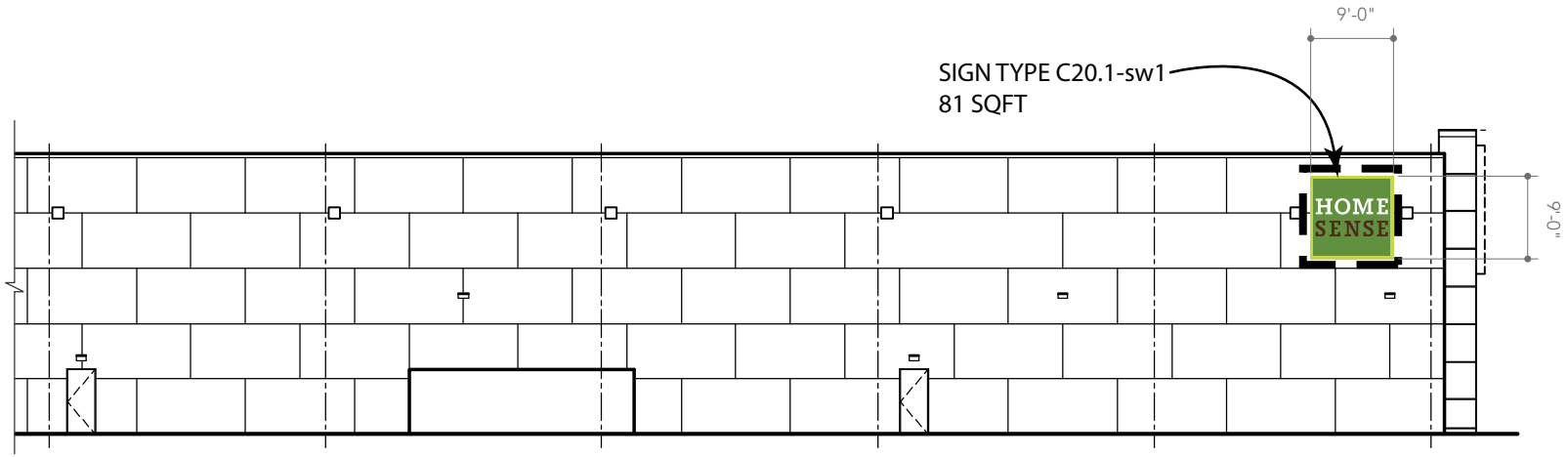
*NOTE: SIGN SHALL BE MOUNTED IN AREA INDICATED BY DASHED LINE. THE TOTAL AREA FOR EACH SIGN SHOWN SHALL NOT EXCEED 100 SF. NO EXPOSED NEON. THE NUMBER OF SIGNS PROPOSED IS AS SHOWN

Sign Type C20

HomeSense

Status: Existing to Remain



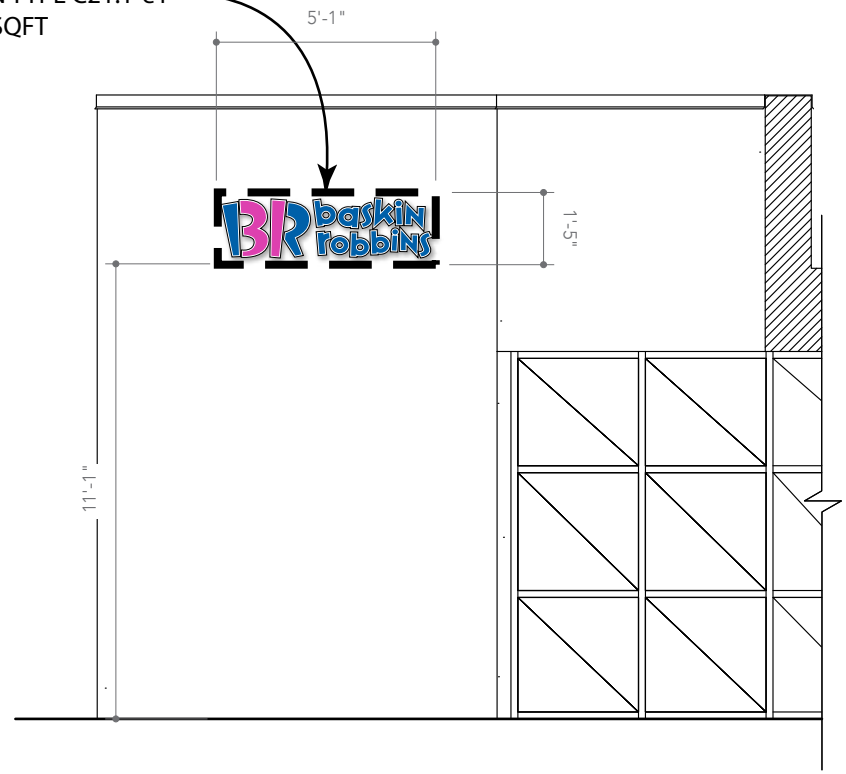


Sign Type C21

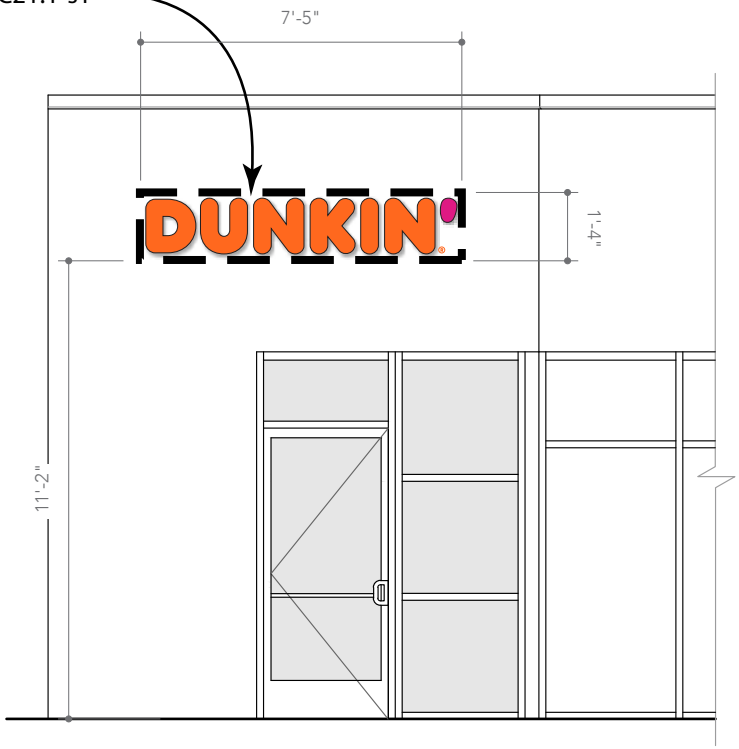
Dunkin' & Baskin Robbins

Status: Existing to Remain

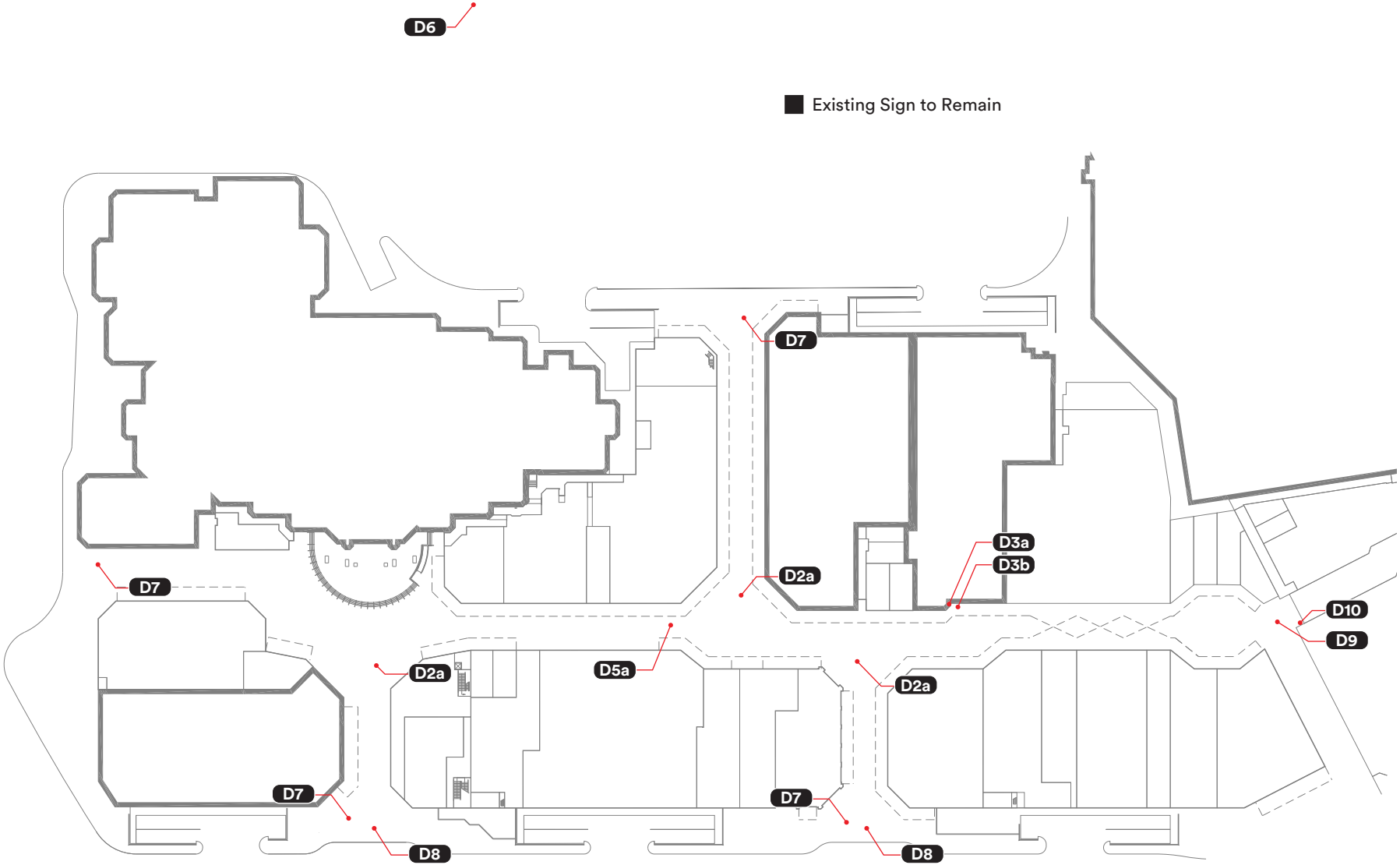
SIGN TYPE C21.1-e1
7.5 SQFT



SIGN TYPE C21.1-s1
10 SQFT



Overall Oasis General Signage Location Plan



Sign Type D1

NOT USED

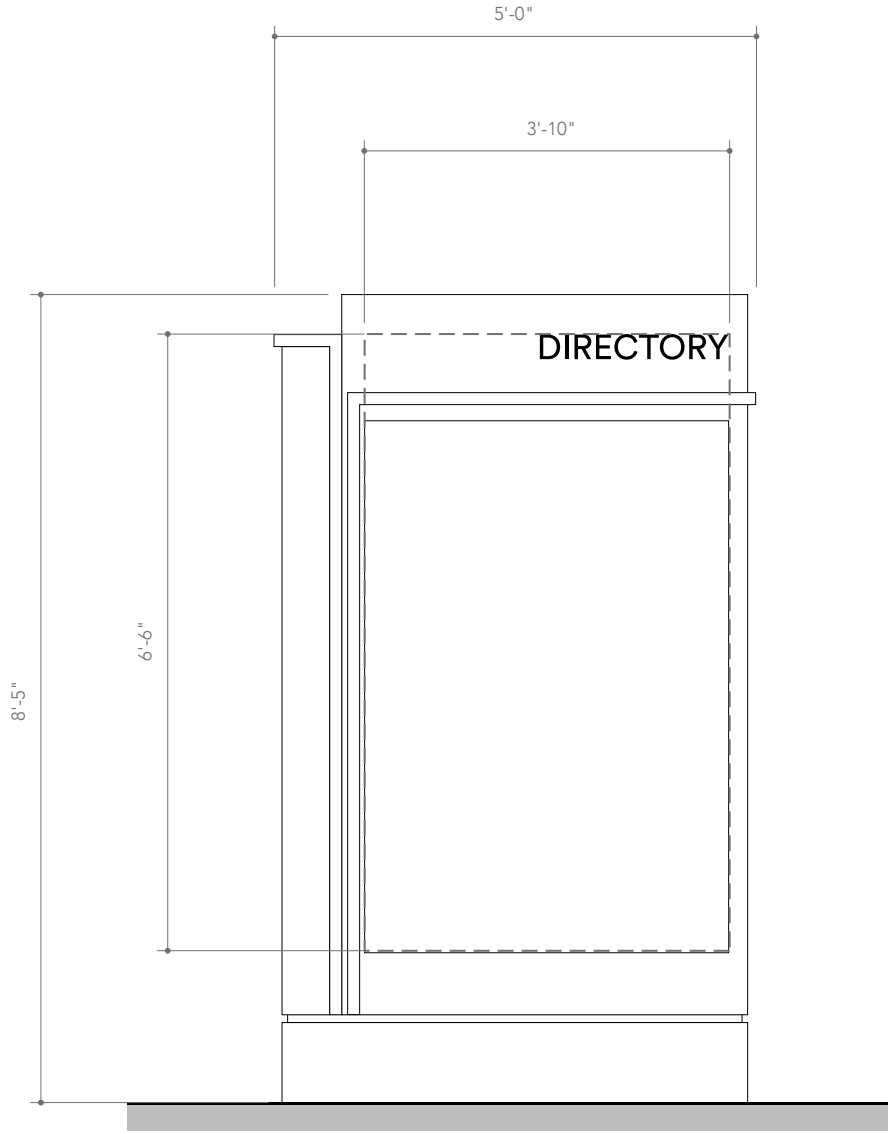
Sign Type D2

NOT USED

Sign Type D2a

Oasis Directory Sign

Status: Existing to Remain



DOUBLE SIDED SIGN

Total Area = 86 sq. ft.

Sign Face Area = 43 sq. ft.

Copy Area = 26 sq. ft.

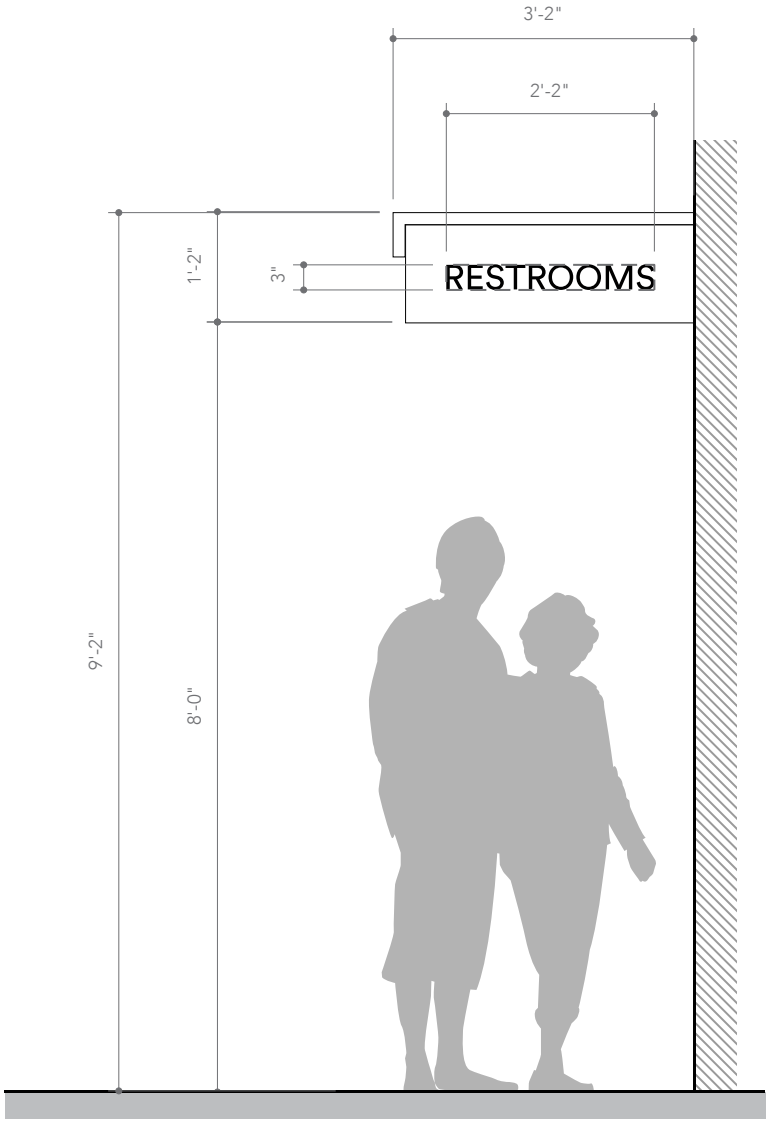
Sign Type D3

NOT USED

Sign Type D3a

Restroom Directional

Status: Existing to Remain



DOUBLE SIDED SIGN

Total Area = 8 sq. ft.

Sign Face Area = 4 sq. ft.

Copy Area = 0.5 sq. ft.

Sign Type D3b

Restroom Directional

Status: Existing to Remain

SINGLE SIDED SIGN

Total Area = 7 sq. ft.

Sign Face Area = 7 sq. ft.

Copy Area = 2.5 sq. ft.

Sign Type D4

NOT USED

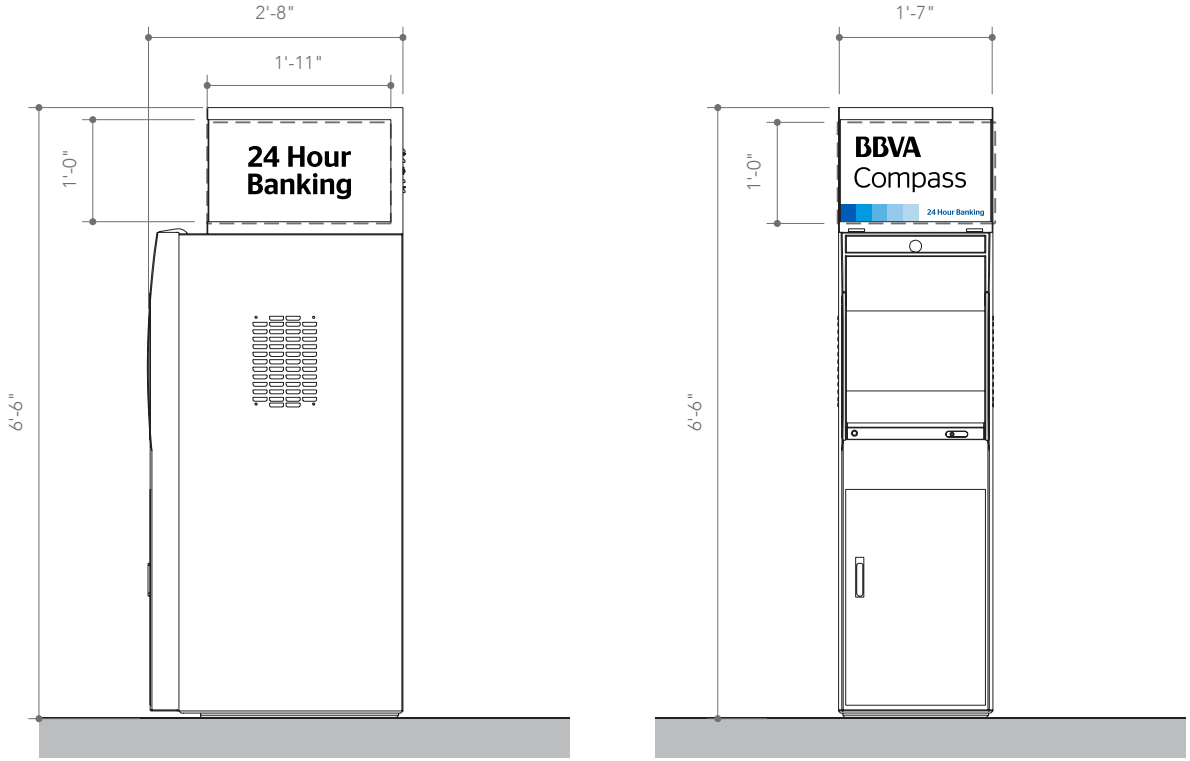
Sign Type D5

NOT USED

Sign Type D5a

ATM Sign

Status: Existing to Remain



FOUR-SIDED SIGN

Total Area = 72 sq. ft.

Sign Face Area = 18 sq. ft.

Copy Area = 2 sq. ft.

Sign Type D6

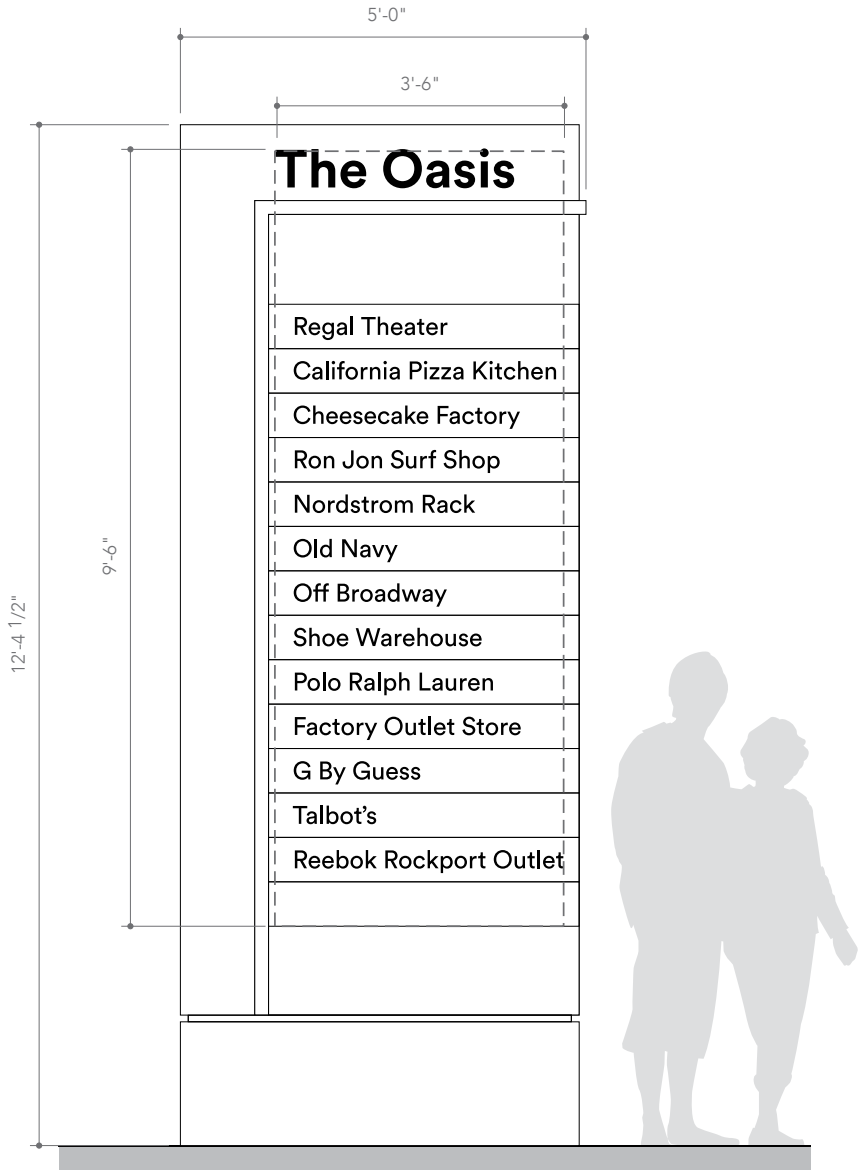
Freestanding Burlington Coat Factory Sign

Status: Existing to Remain

Sign Type D7

Oasis Tenant Listing Sign

Status: Existing to Remain



DOUBLE SIDED SIGN

Total Area = 125 sq. ft.

Sign Face Area = 62.5 sq. ft.

Copy Area = 34.2 sq. ft.

Sign Type D8

Oasis Valet Canopy Identity

Status: Existing to Remain

SINGLE SIDED SIGN

Total Area = 729 sq. ft.

Sign Face Area = 96 sq. ft.

Copy Area = 96 sq. ft.

Sign Type D9

Oasis Sawgrass Identity Sign

Status: Existing to Remain

SINGLE SIDED SIGN

Total Area = 122.5 sq. ft.

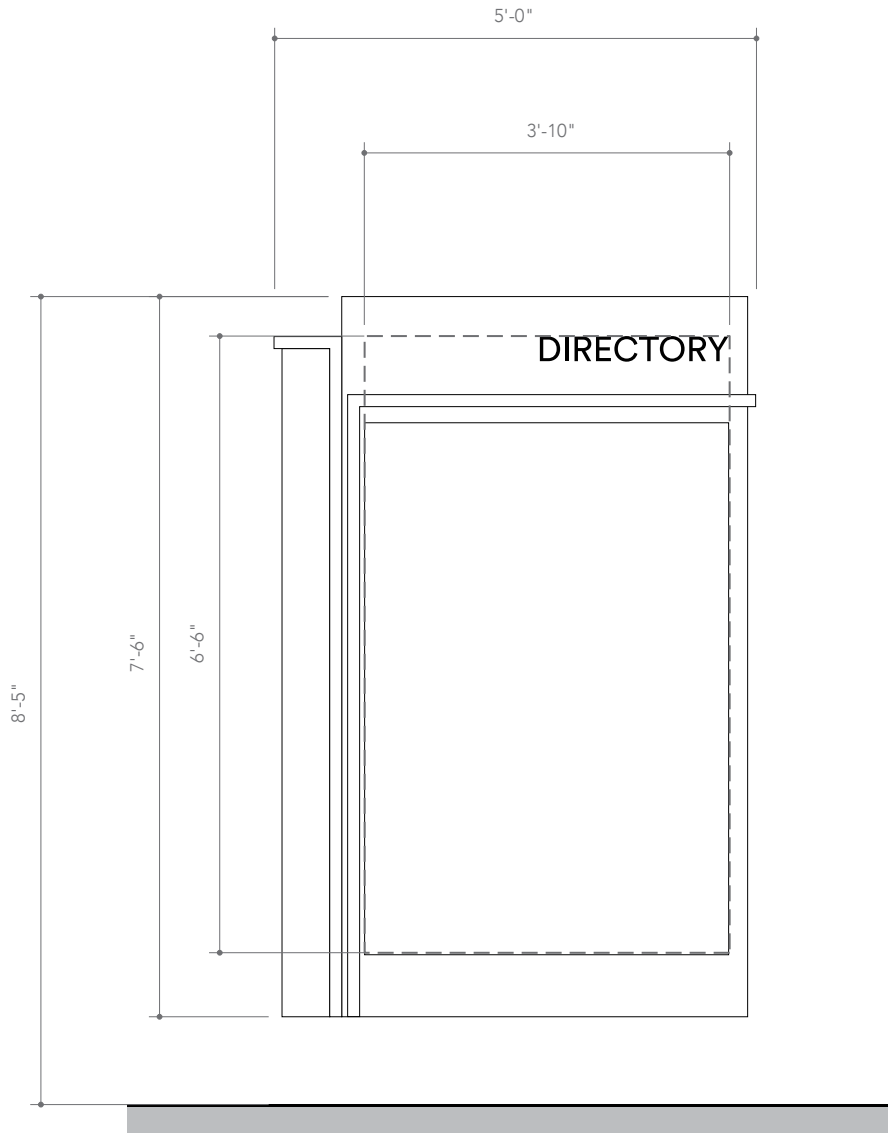
Sign Face Area = 122.5 sq. ft.

Copy Area = 122.5 sq. ft.

Sign Type D10

Wall Mounted Directory

Status: Existing to Remain



SINGLE SIDED SIGN

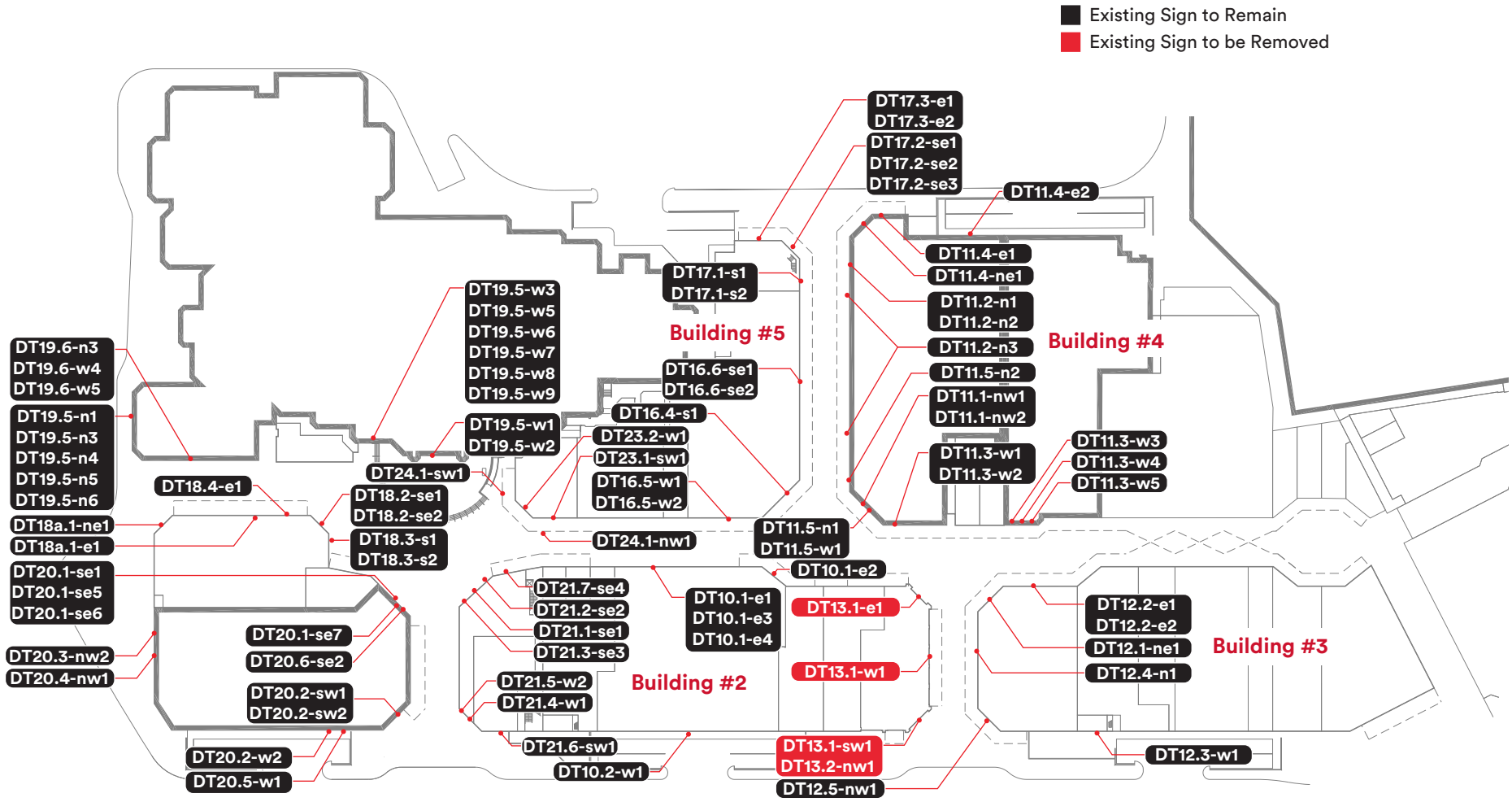
Total Area = 37.5 sq. ft.

Sign Face Area = 37.5 sq. ft.

Copy Area = 26 sq. ft.

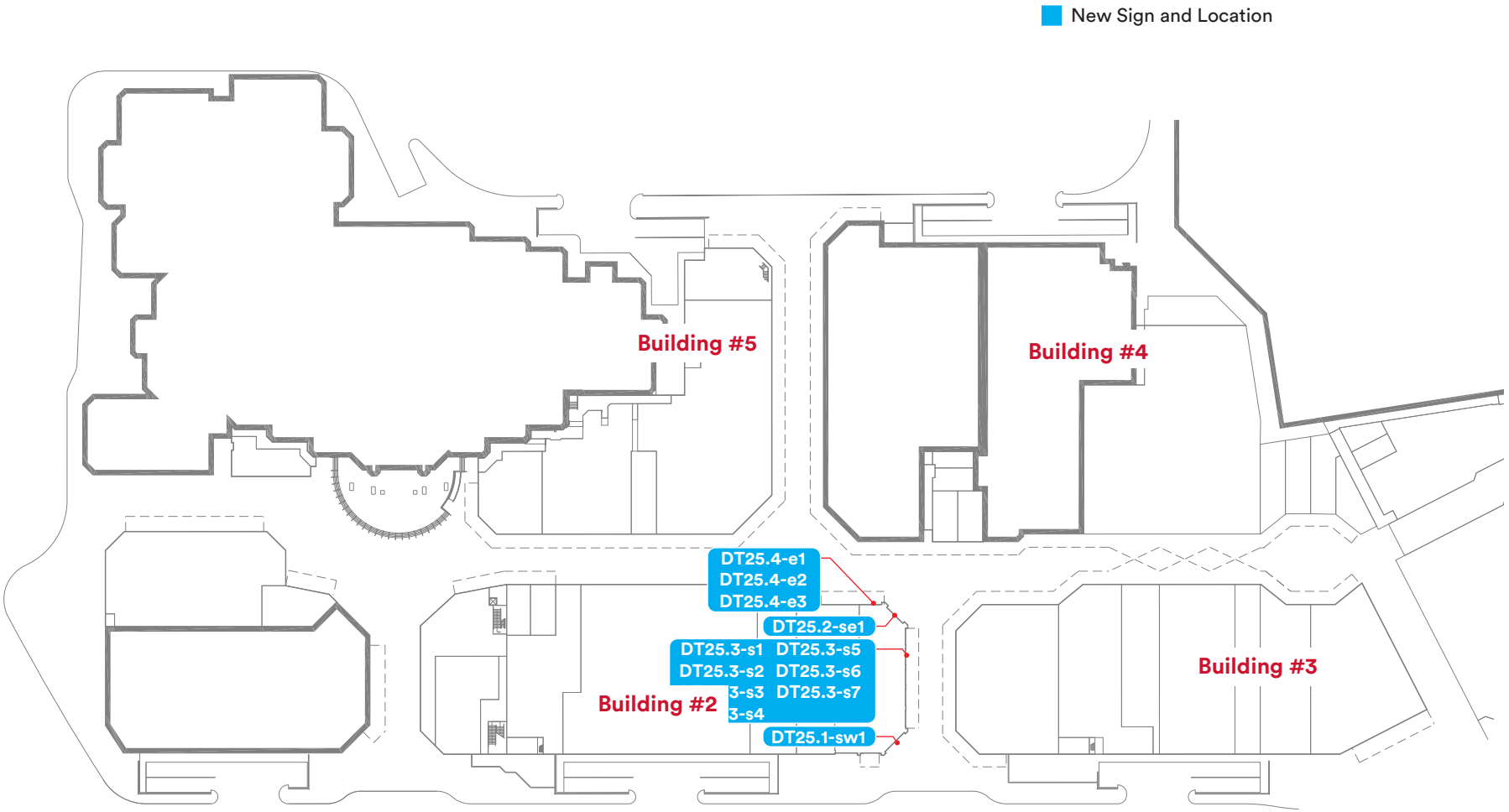
Overall Oasis Tenant Signage Location Plan

Large Tenant Locations



Overall Oasis Tenant Signage Location Plan

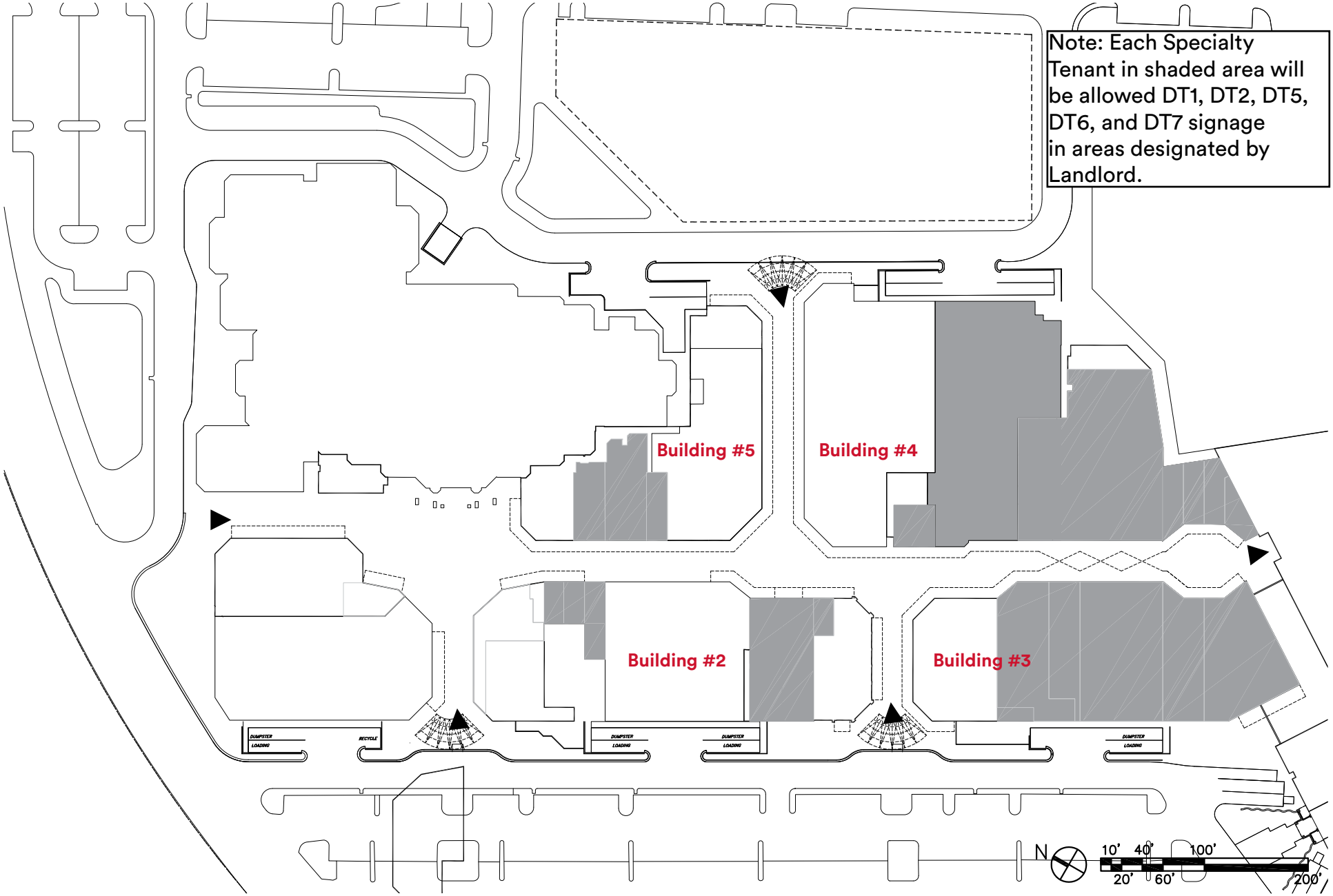
Large Tenant Locations



Overall Oasis Tenant Signage Location Plan

Specialty Retail and Restaurant Tenant Locations

Note: Each Specialty Tenant in shaded area will be allowed DT1, DT2, DT5, DT6, and DT7 signage in areas designated by Landlord.

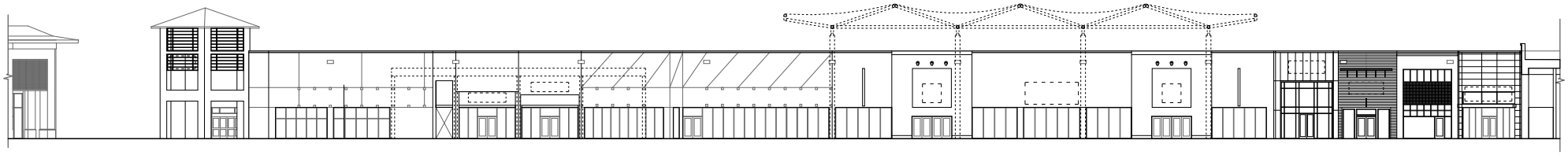


Sign Type DT1

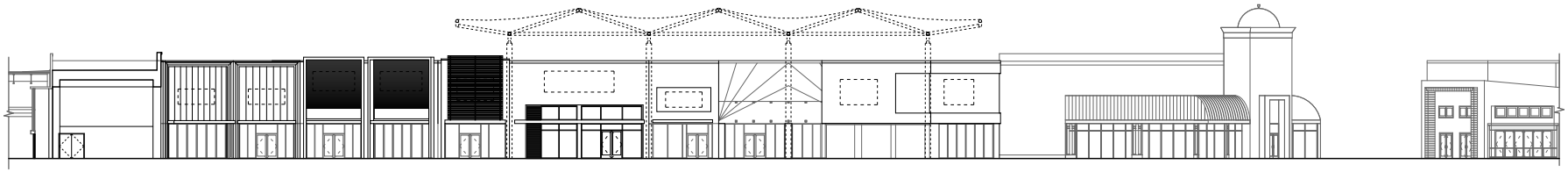
Tenant Illuminated Storefront Sign

Status: Existing to Remain

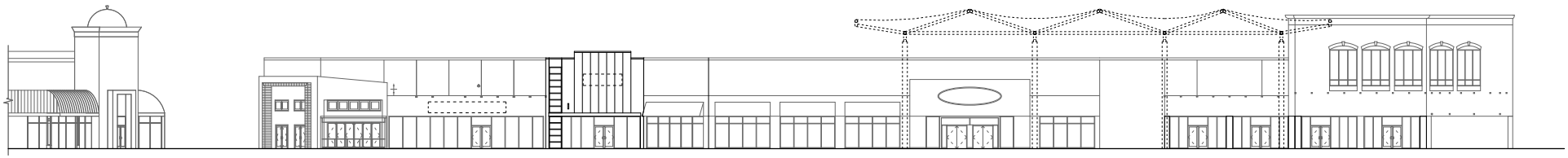
Each Tenant allowed storefront sign(s) in Landlord designated area
- Mounting to be prescribed by Landlord
- Illuminated or non-illuminated
- Max Area = 120 SQ. FT.
- Max Height - 12'-0"



Building 4 - West Elevation (TYP)



Building 3 - East Elevation (TYP)



Building 2 - East Elevation (TYP)

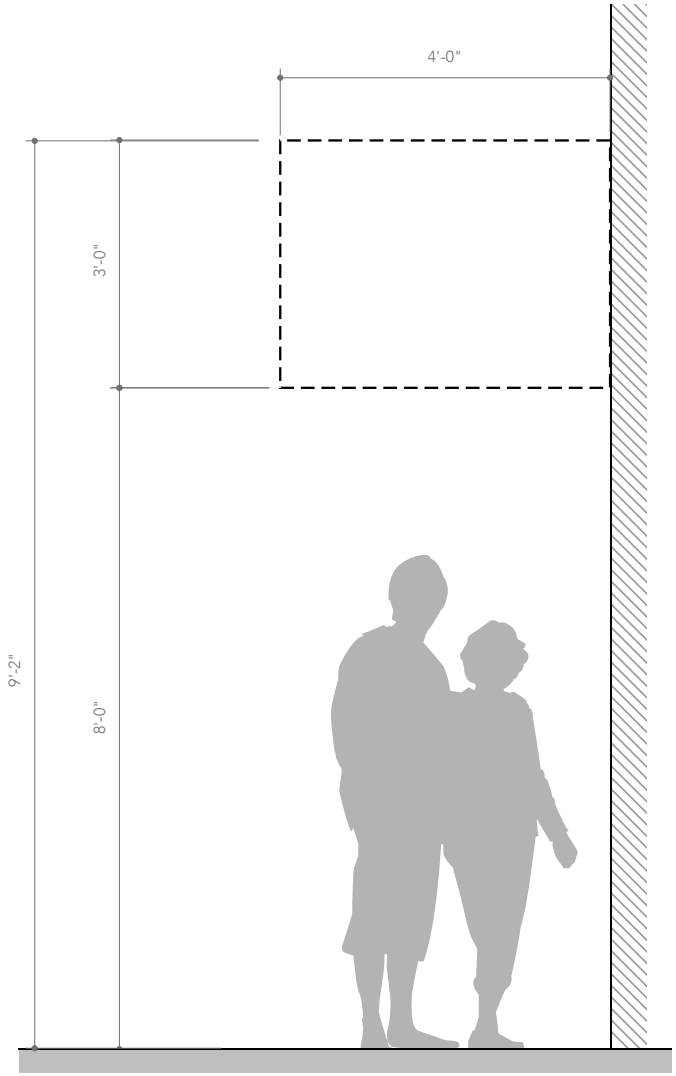
SIGNS SHALL BE MOUNTED IN AREA APPROVED BY LANDLORD WHICH MAY INCLUDE BUT ARE NOT LIMITED TO AREAS OUTLINED ABOVE

Sign Type DT2

Tenant Illuminated Blade Sign

Status: Existing to Remain

- Wall-mounted, double-sided
- Illuminated or non-illuminated
- Max Area = 12 SQ. FT. (per side)
- Max Height - 3'-0"



Sign Type DT3

NOT USED

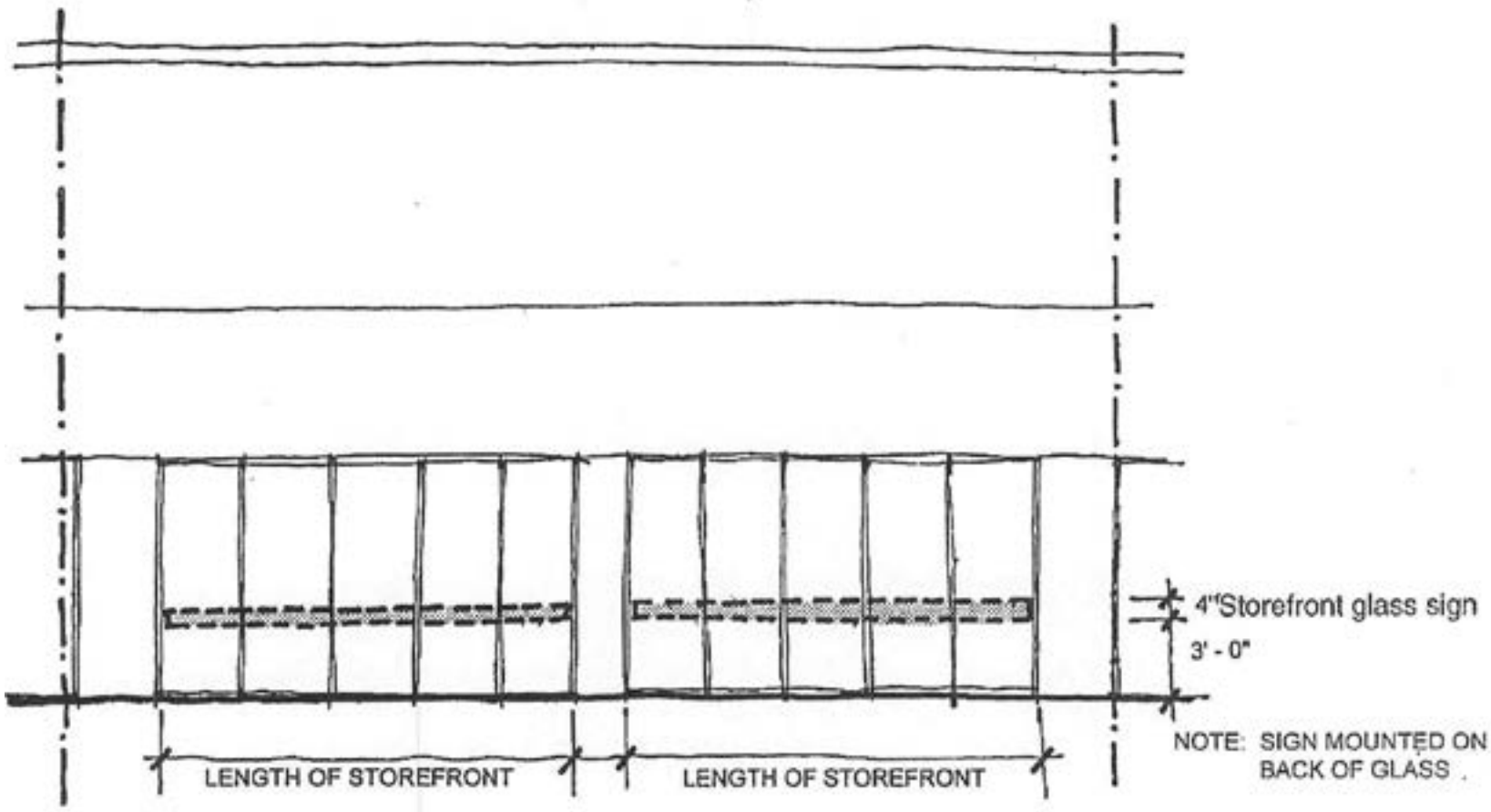
Sign Type DT4

NOT USED

Sign Type DT5

Storefront Glass Sign

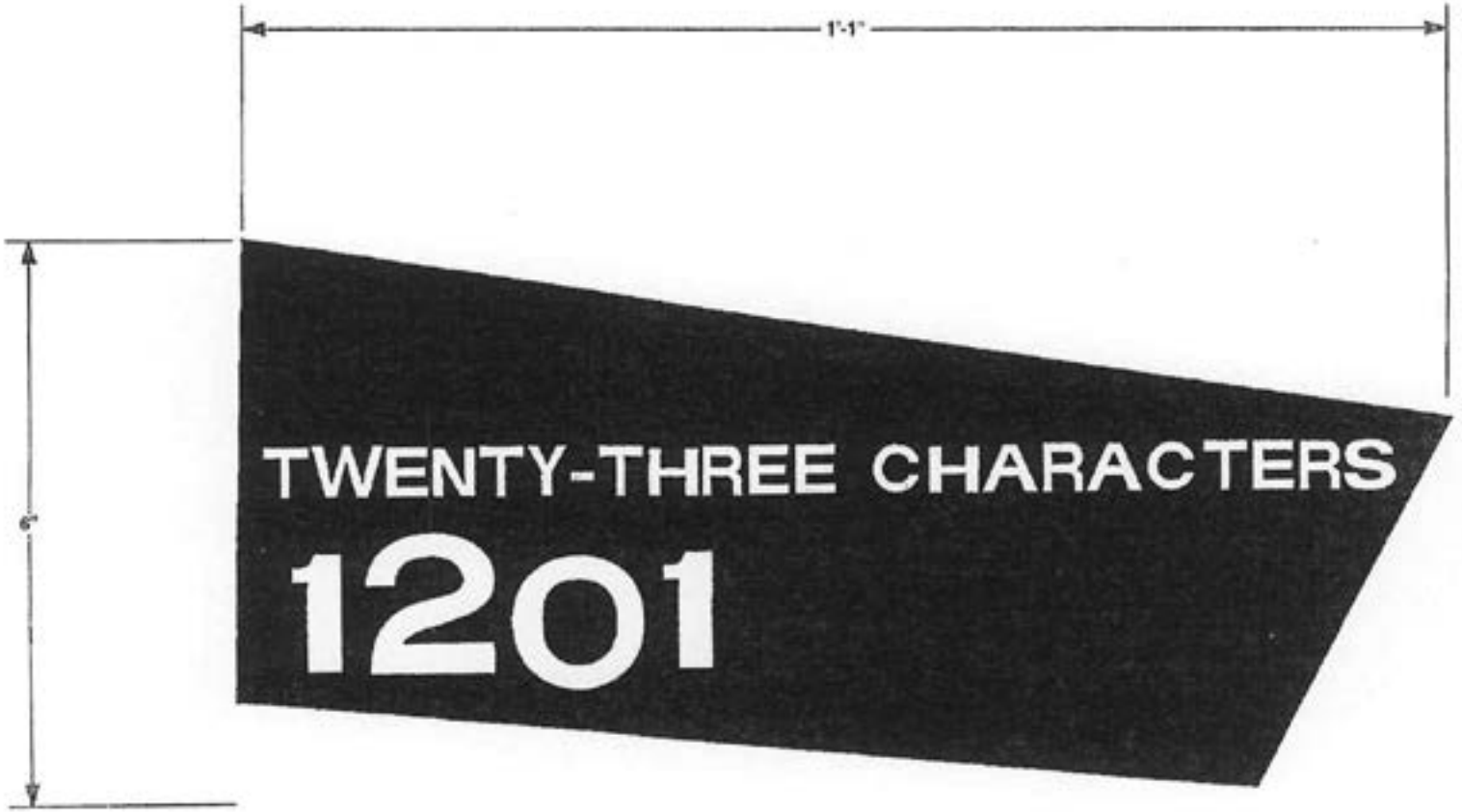
Status: Existing to Remain



Sign Type DT6

Back Door and Service Door ID

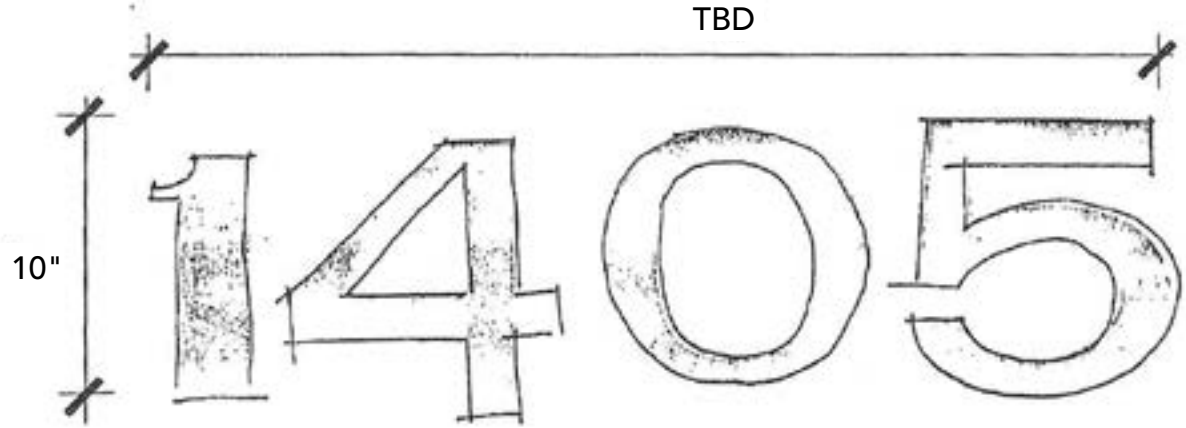
Status: Existing to Remain



Sign Type DT7

Store Number

Status: Existing to Remain



Sign Type DT8

NOT USED

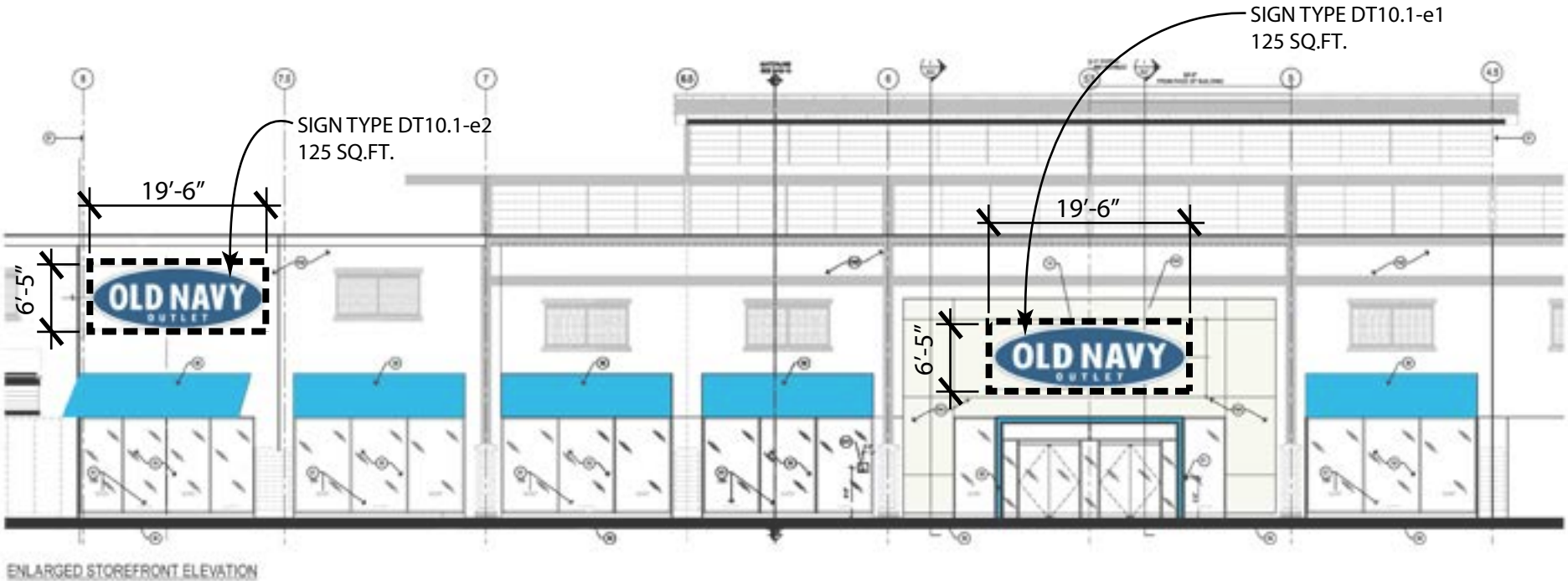
Sign Type DT9

NOT USED

Sign Type DT10

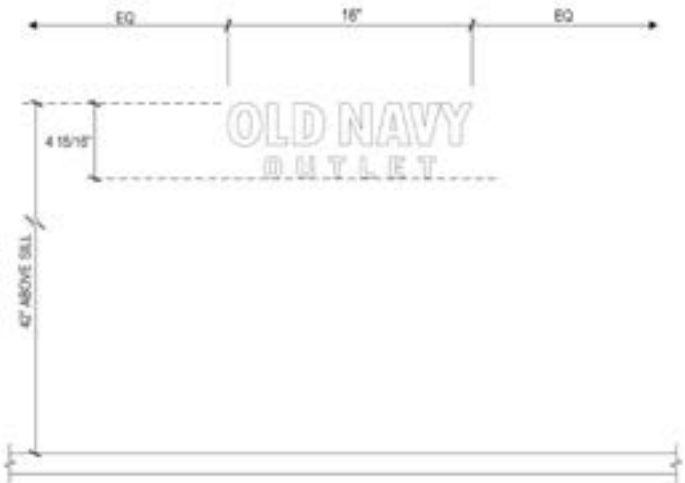
Old Navy

Status: Existing to Remain



ENLARGED STOREFRONT ELEVATION

GLASS DECAL: SIGN TYPE DT10.1-e4 (Quantity: 8)

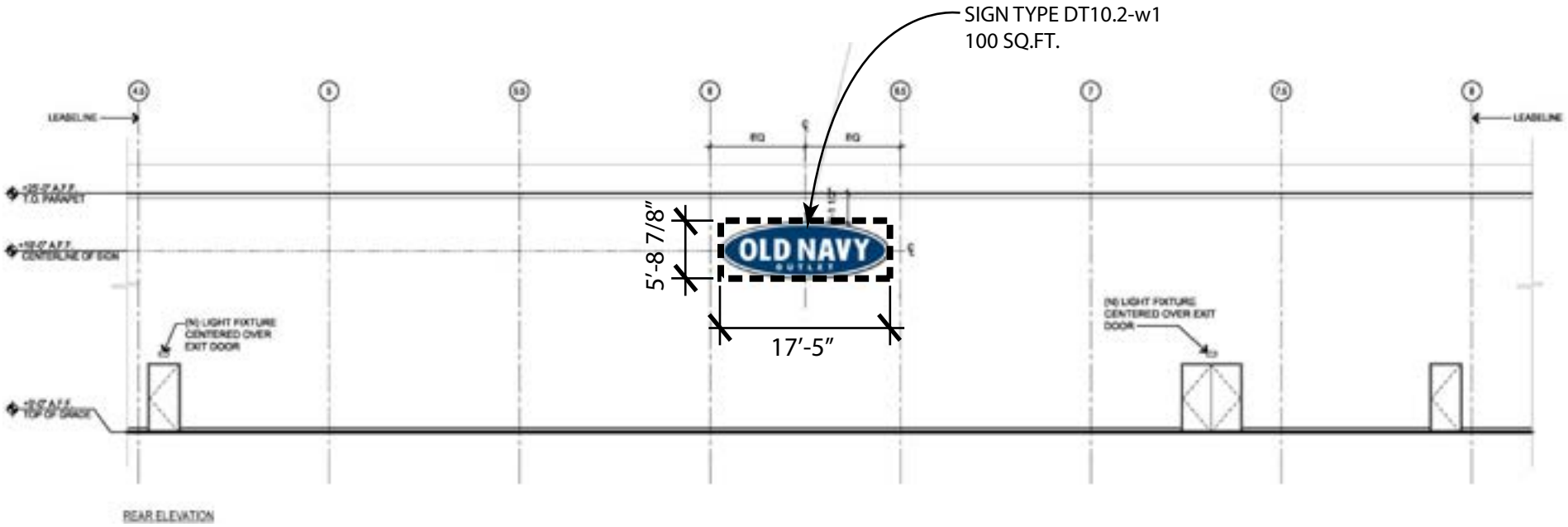


GLASS DECAL: SIGN TYPE DT10.1-e3 (Quantity: 10)

Sign Type DT10

Old Navy

Status: Existing to Remain



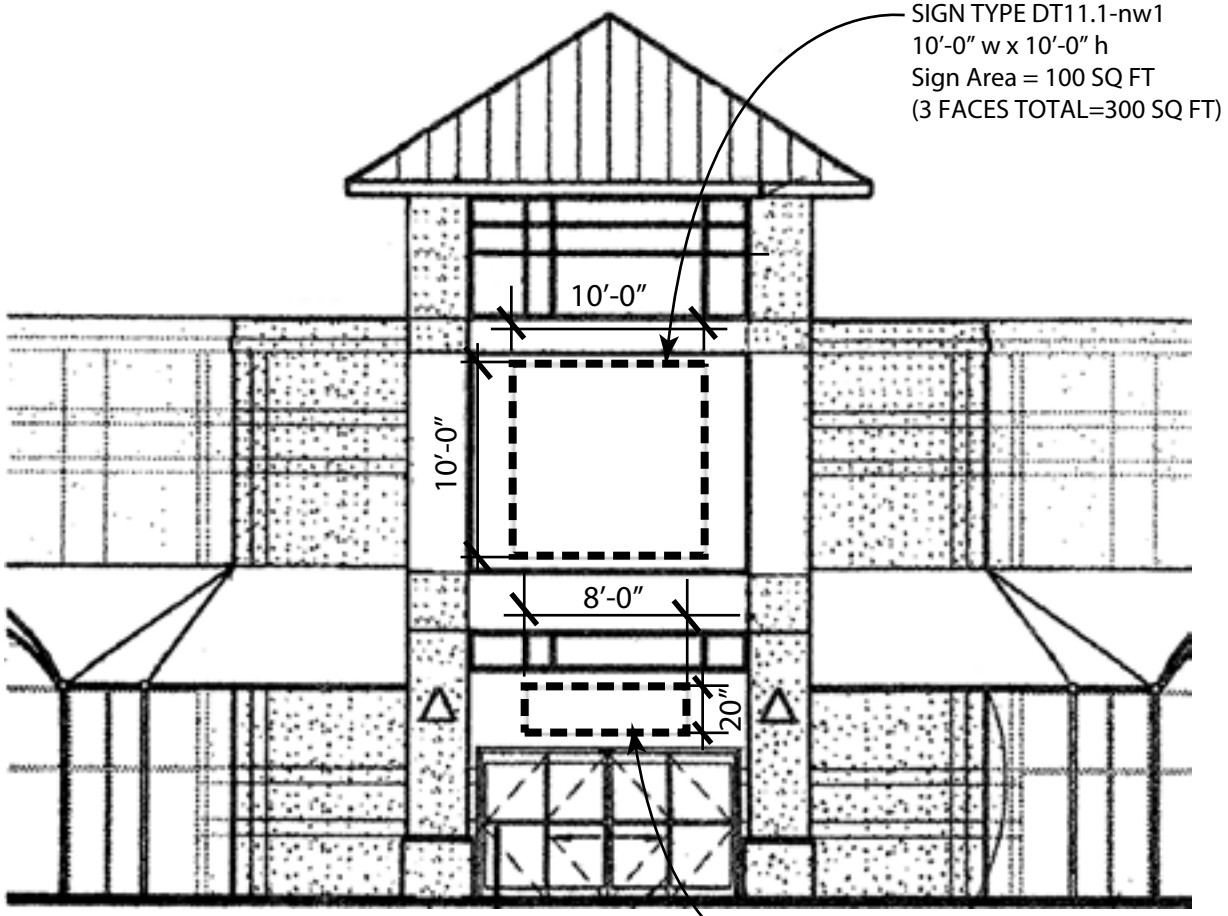
REAR ELEVATION

Sign Type DT11

Nordstrom Rack/Off Broadway Shoe Warehouse

Status: Existing to Remain

EXISTING TOWER SIGN IMAGE
DT11.1-nw1

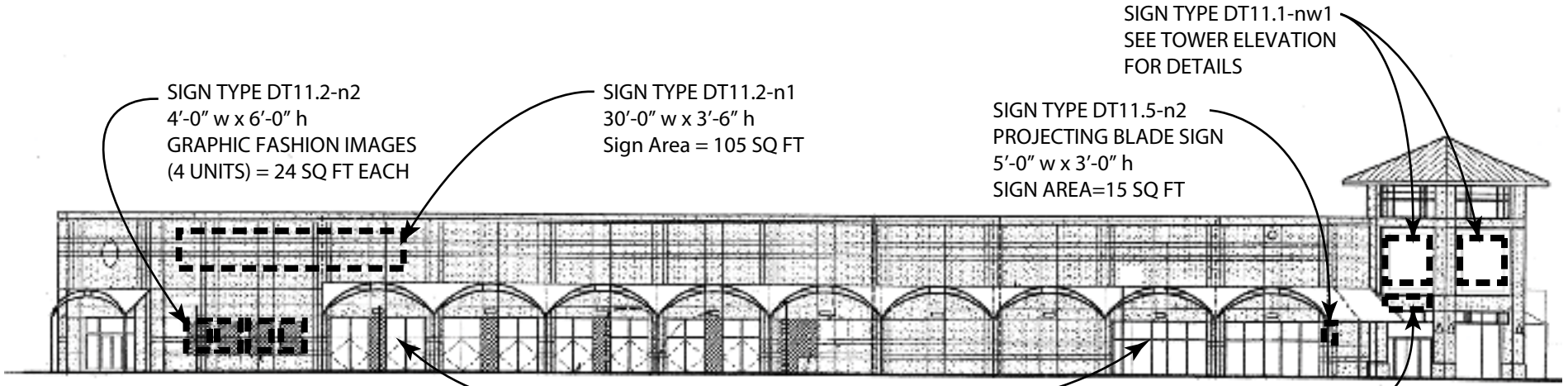


NORTHWEST TOWER ELEVATION

Sign Type DT11

Nordstrom Rack/Off Broadway Shoe Warehouse

Status: Existing to Remain

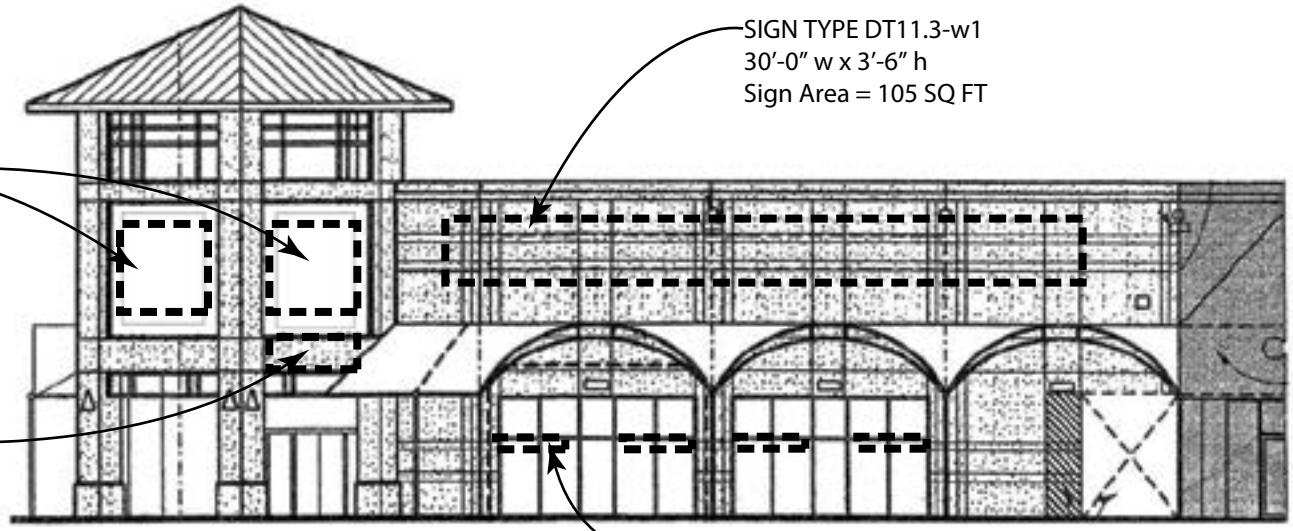


NORTH ELEVATION

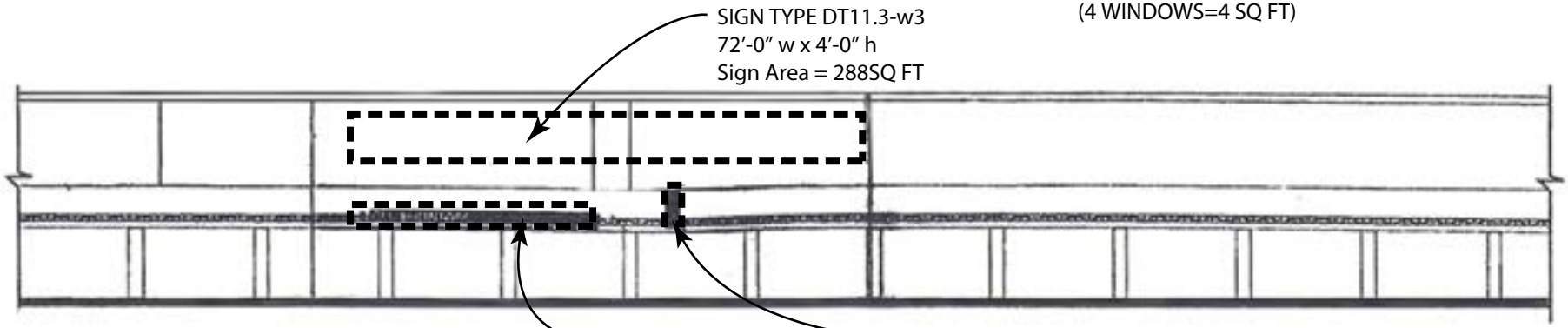
Sign Type DT11

Nordstrom Rack/Off Broadway Shoe Warehouse

Status: Existing to Remain



NORDSTROM RACK WEST ELEVATION

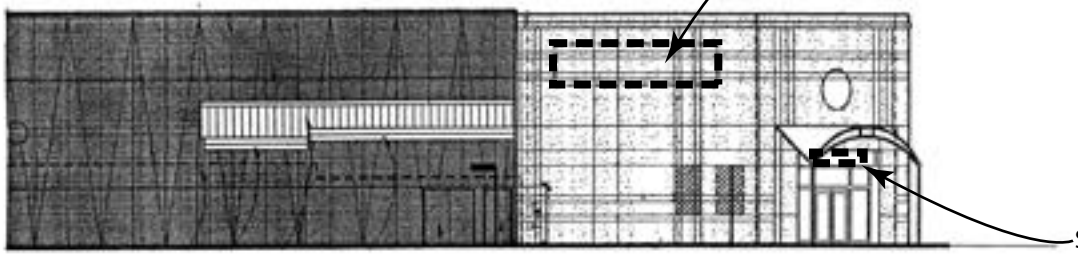


OFF BROADWAY SHOE WAREHOUSE WEST ELEVATION

Sign Type DT11

Nordstrom Rack/Off Broadway Shoe Warehouse

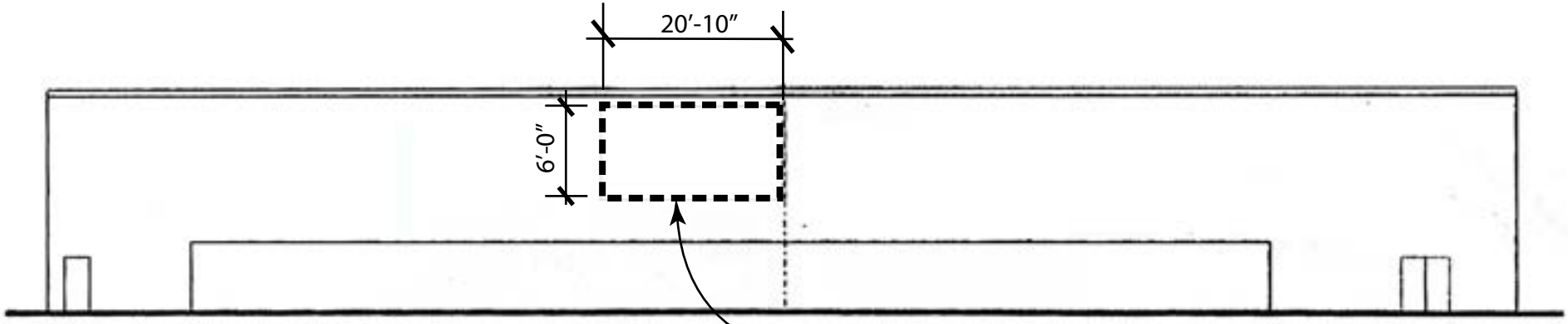
Status: Existing to Remain



SIGN TYPE DT11.4-e1
29'-9" w x 25'-0" h
Sign Area = 743 SQ FT

SIGN TYPE DT11.4-ne1
8'-0" w x 20" h
Sign Area = 13.3 SQ FT

NORDSTROM RACK EAST ELEVATION



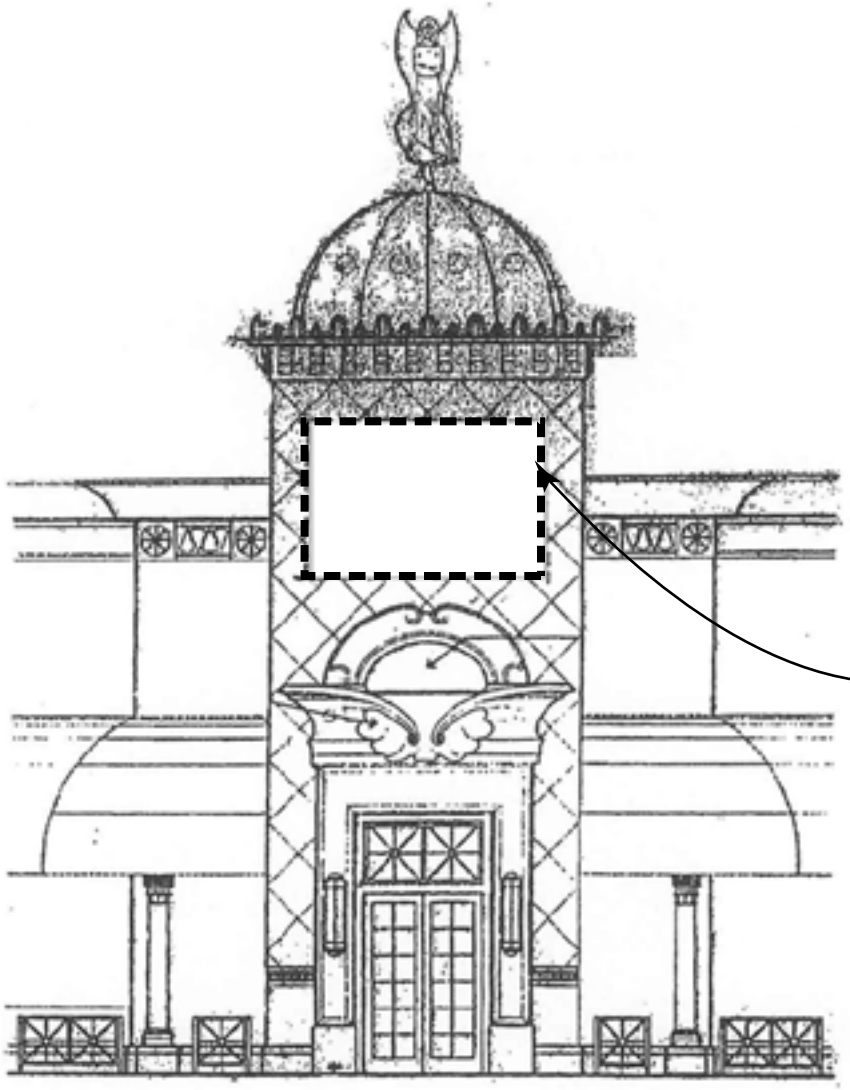
OFF BROADWAY SHOE WAREHOUSE EAST ELEVATION

SIGN TYPE DT11.4-e2
3'-0" w x 4'-0" h
MAX SIGN AREA=125 SQ FT

Sign Type DT12

Cheesecake Factory

Status: Existing to Remain

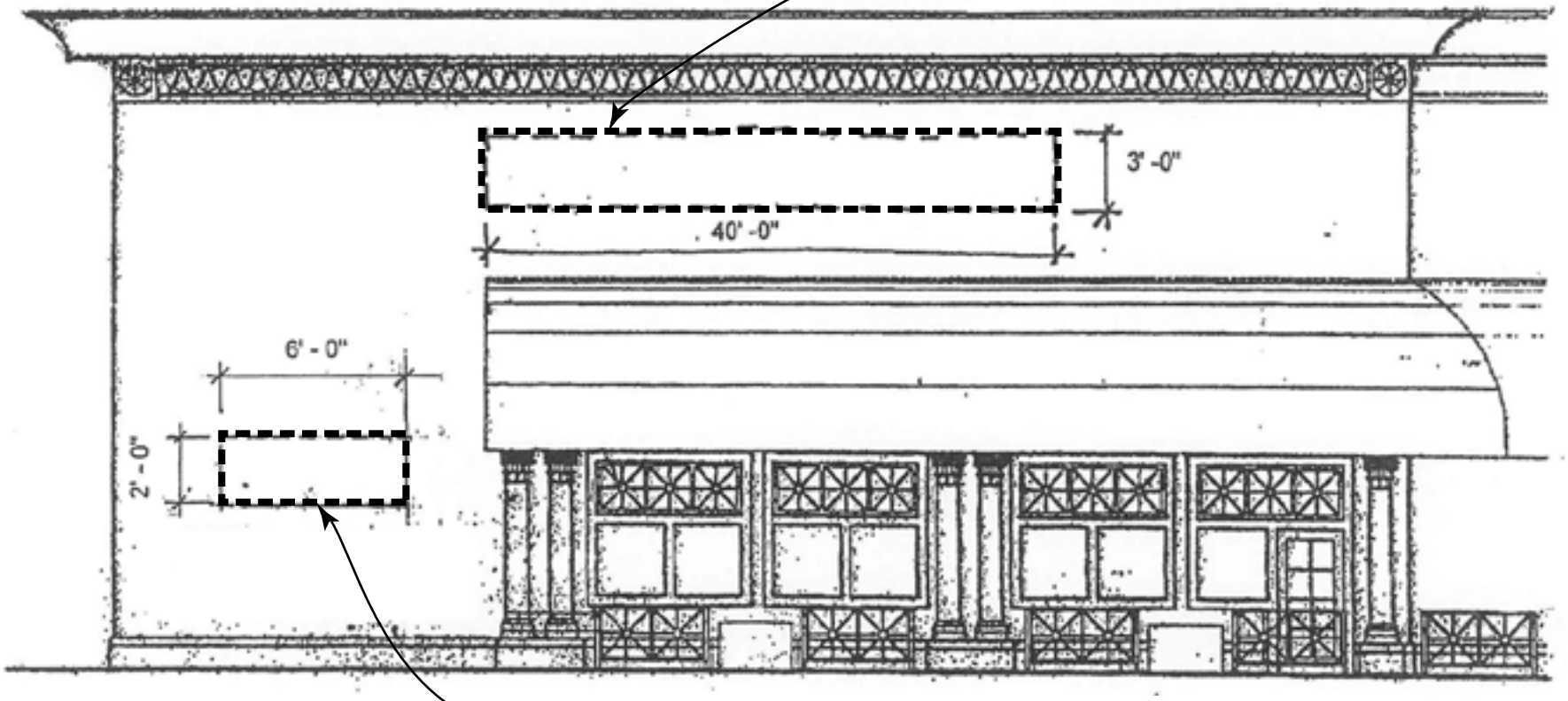


NORTHEAST ELEVATION

Sign Type DT12

Cheesecake Factory

Status: Existing to Remain

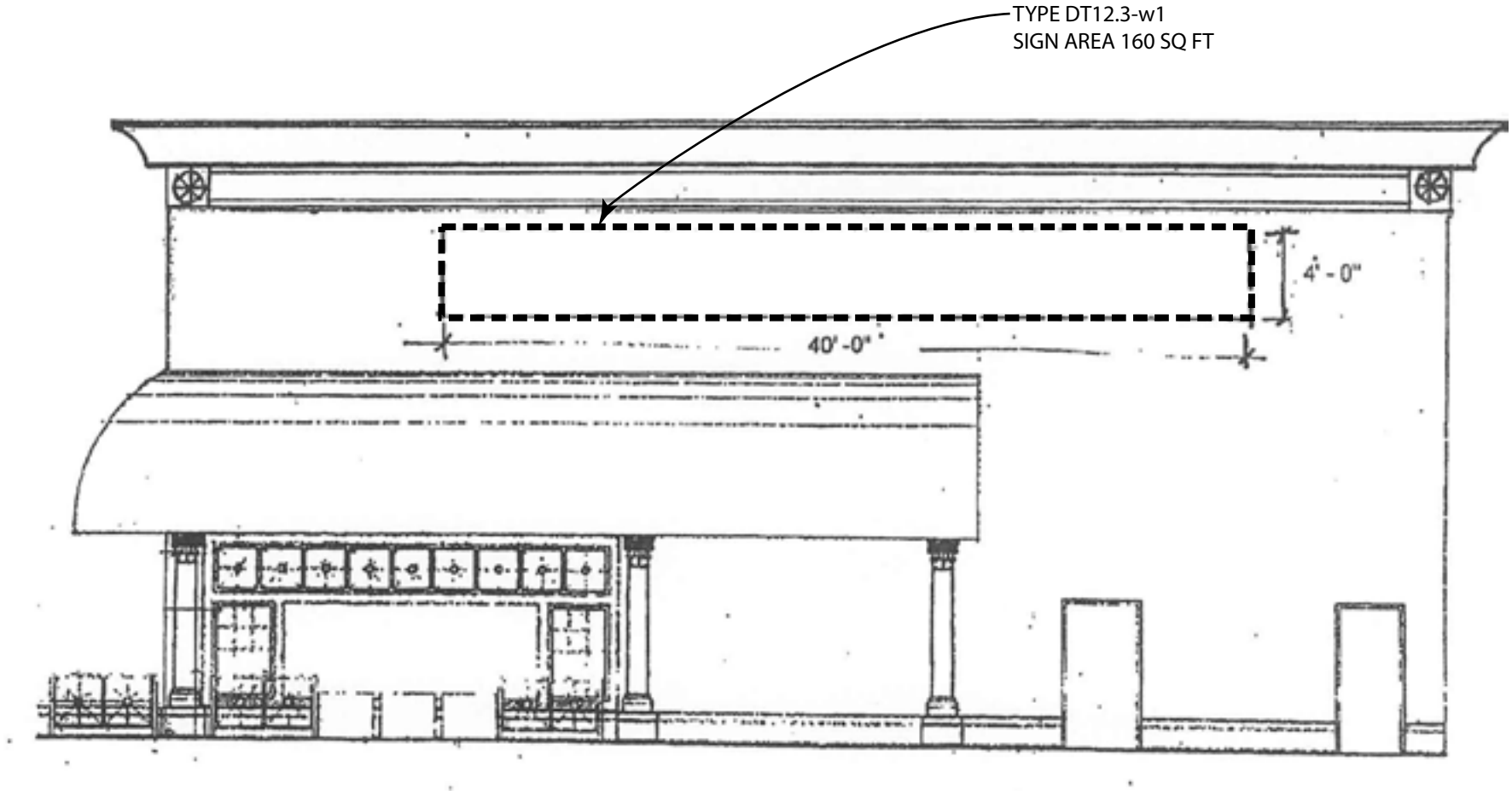


EAST ELEVATION

Sign Type DT12

Cheesecake Factory

Status: Existing to Remain

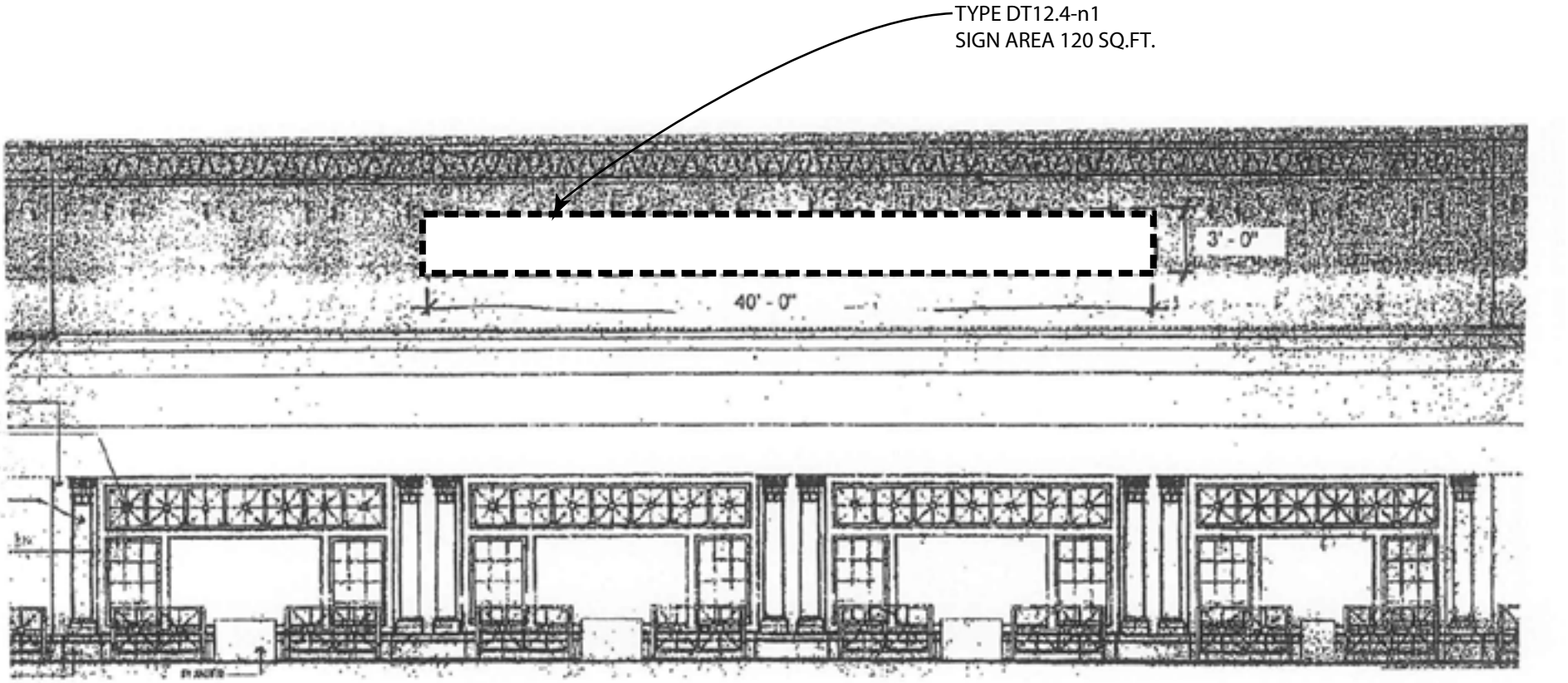


WEST ELEVATION

Sign Type DT12

Cheesecake Factory

Status: Existing to Remain

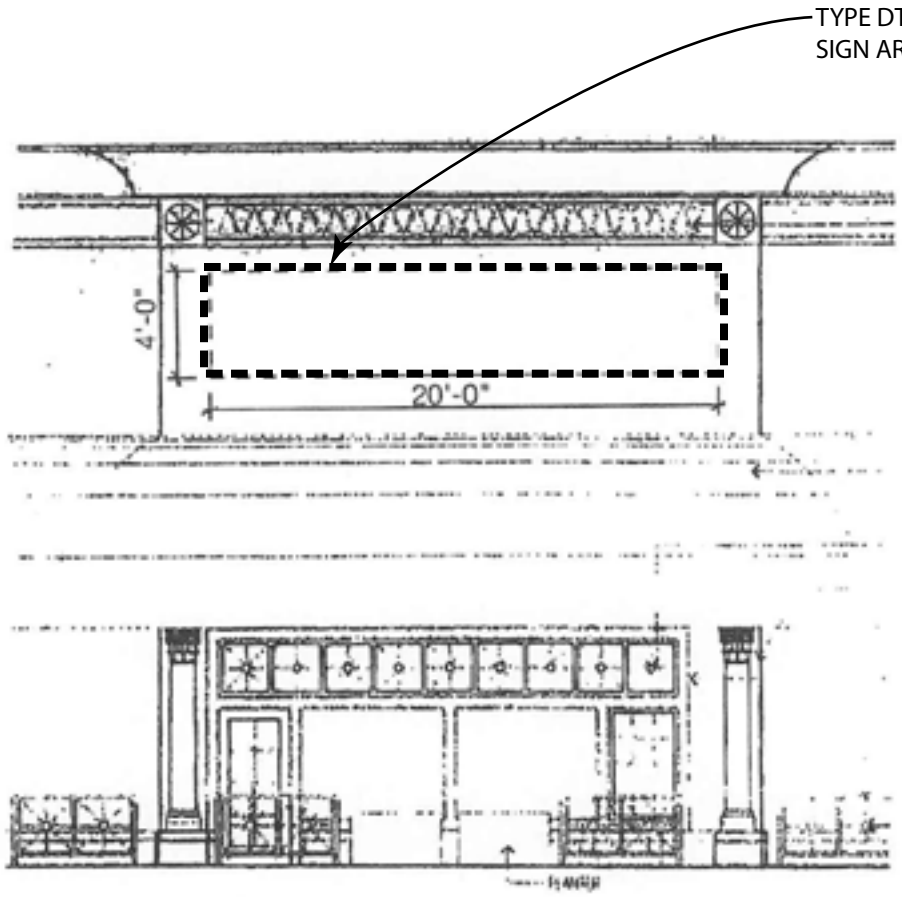


NORTH ELEVATION

Sign Type DT12

Cheesecake Factory

Status: Existing to Remain



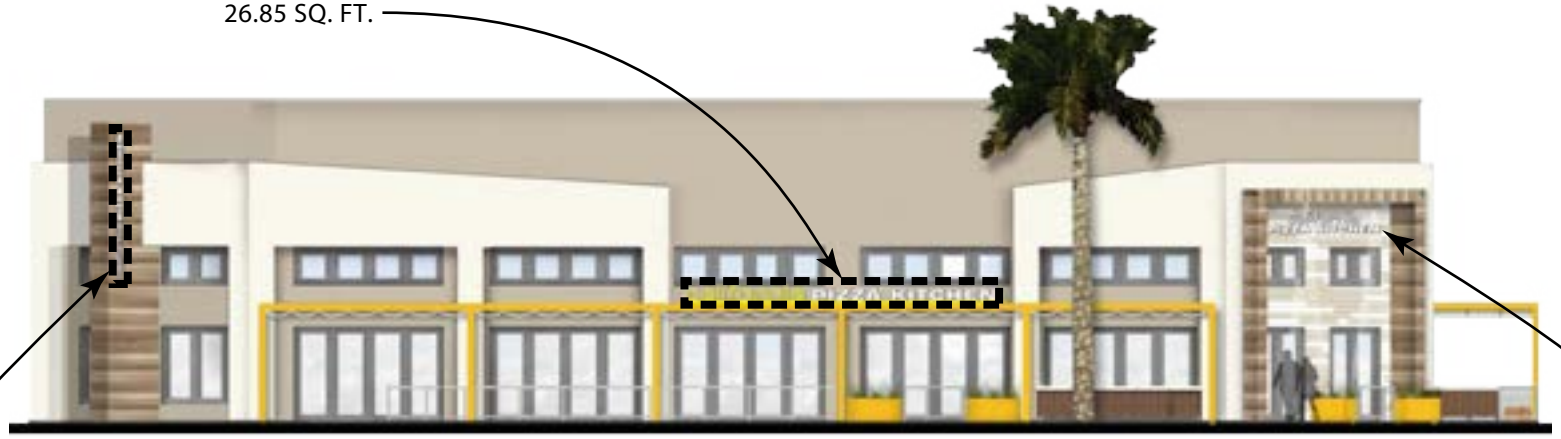
NORTHWEST ELEVATION

Sign Type DT13

California Pizza Kitchen

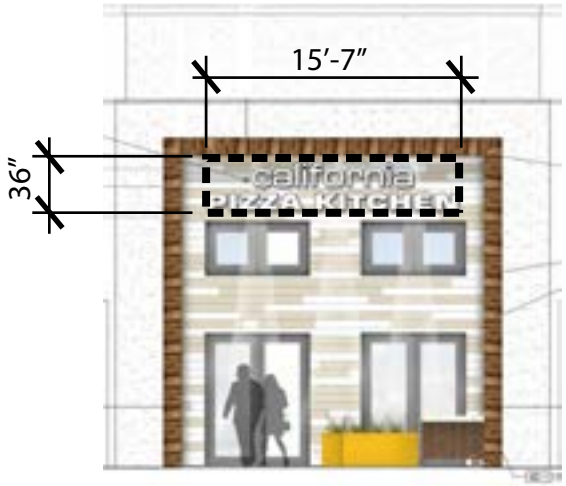
Status: Existing Sign to be Removed

TYPE DT13.1-W1
CANOPY MOUNTED SIGN
(25'-9.5" X 19 5/8")
26.85 SQ. FT.



SOUTH ELEVATION

TYPE DT13.1-E1
AT STOREFRONT
(15'-7" X 36")
46.75 SQ. FT.



TYPE DT13.1-SW1
(17'-2" X 11 3/8")
17.16 SQ. FT.

Sign Type DT13

California Pizza Kitchen

Status: Existing Sign to be Removed

TYPE DT13.2-NW1
(17'-2" X 11 3/8")
17.16 SQ. FT.
SEE DETAIL ON PREVIOUS PAGE

WEST ELEVATION

Sign Type DT14

NOT USED

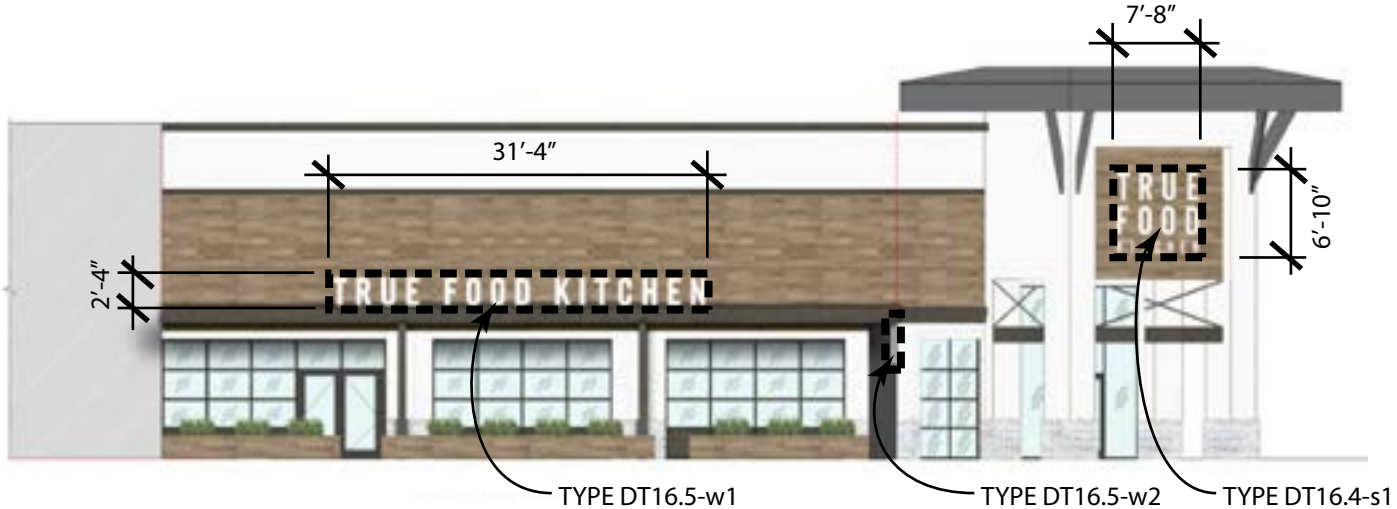
Sign Type DT15

NOT USED

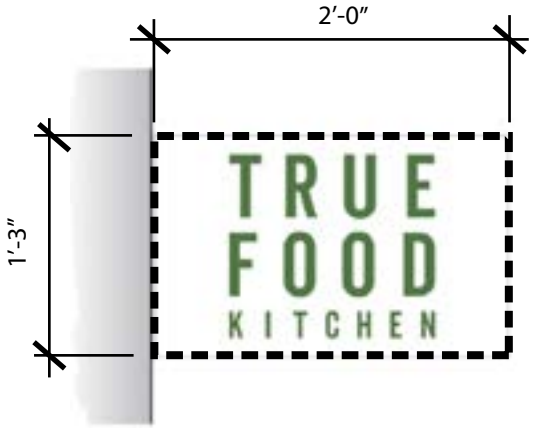
Sign Type DT16

True Food Kitchen

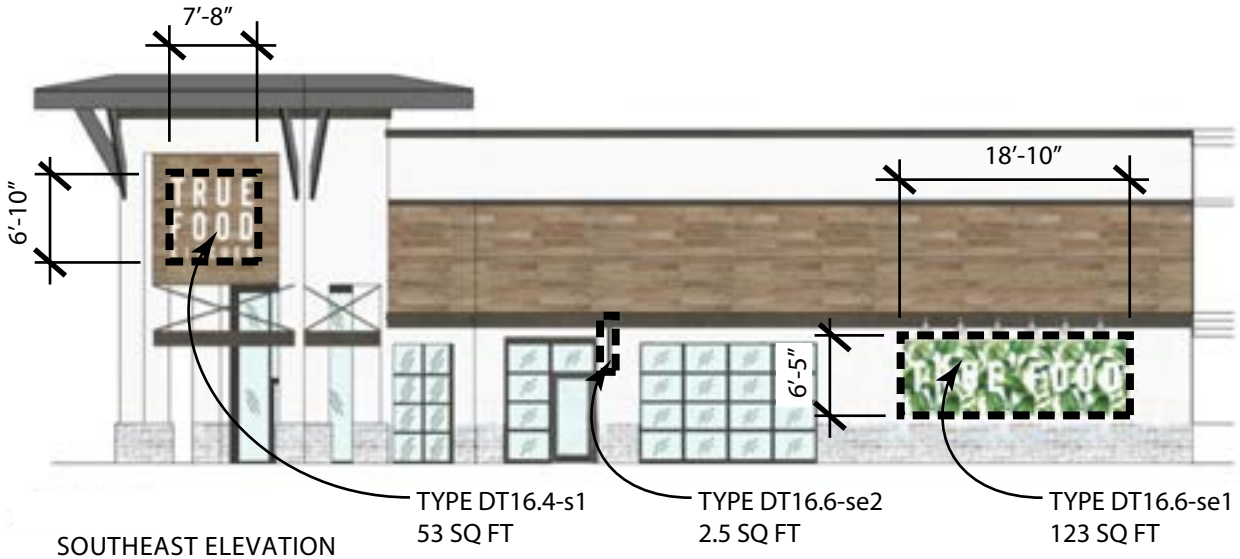
Status: Existing to Remain



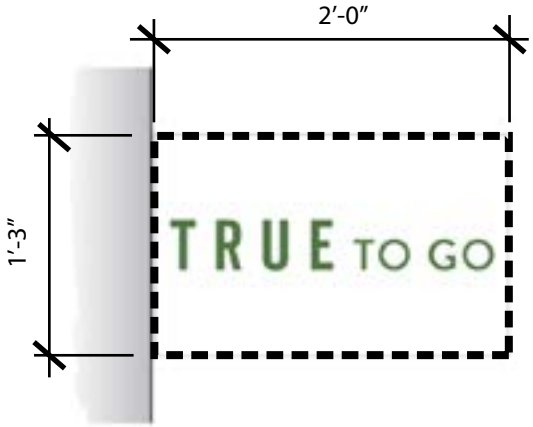
WEST ELEVATION



BLADE SIGN
DT16.5-w2 (2.5 SQ FT)



SOUTHEAST ELEVATION

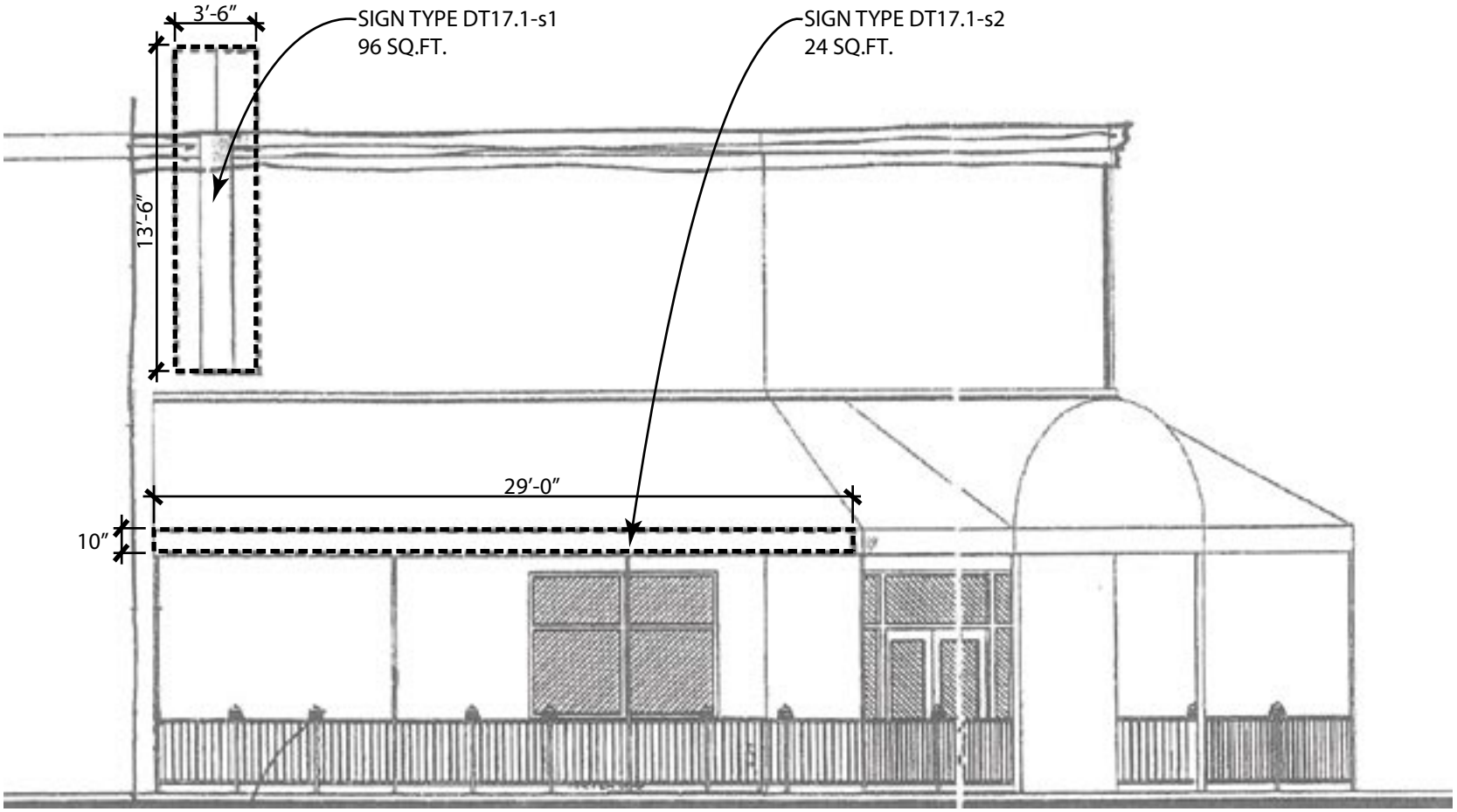


BLADE SIGN
DT16.6-se2 (2.5 SQ FT)

Sign Type DT17

Vacant Tenant Space

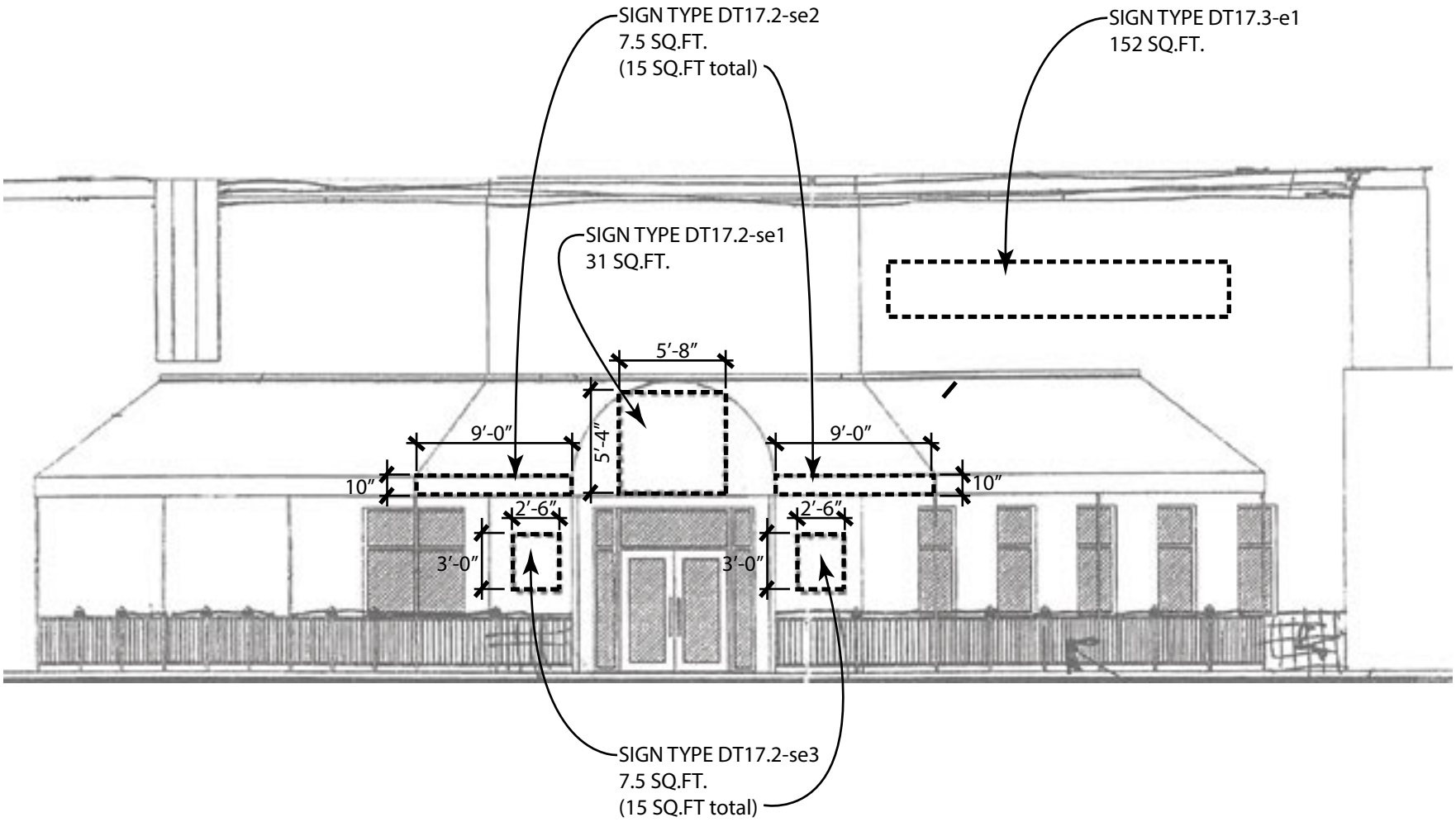
Status: Existing to Remain



Sign Type DT17

Vacant Tenant Space

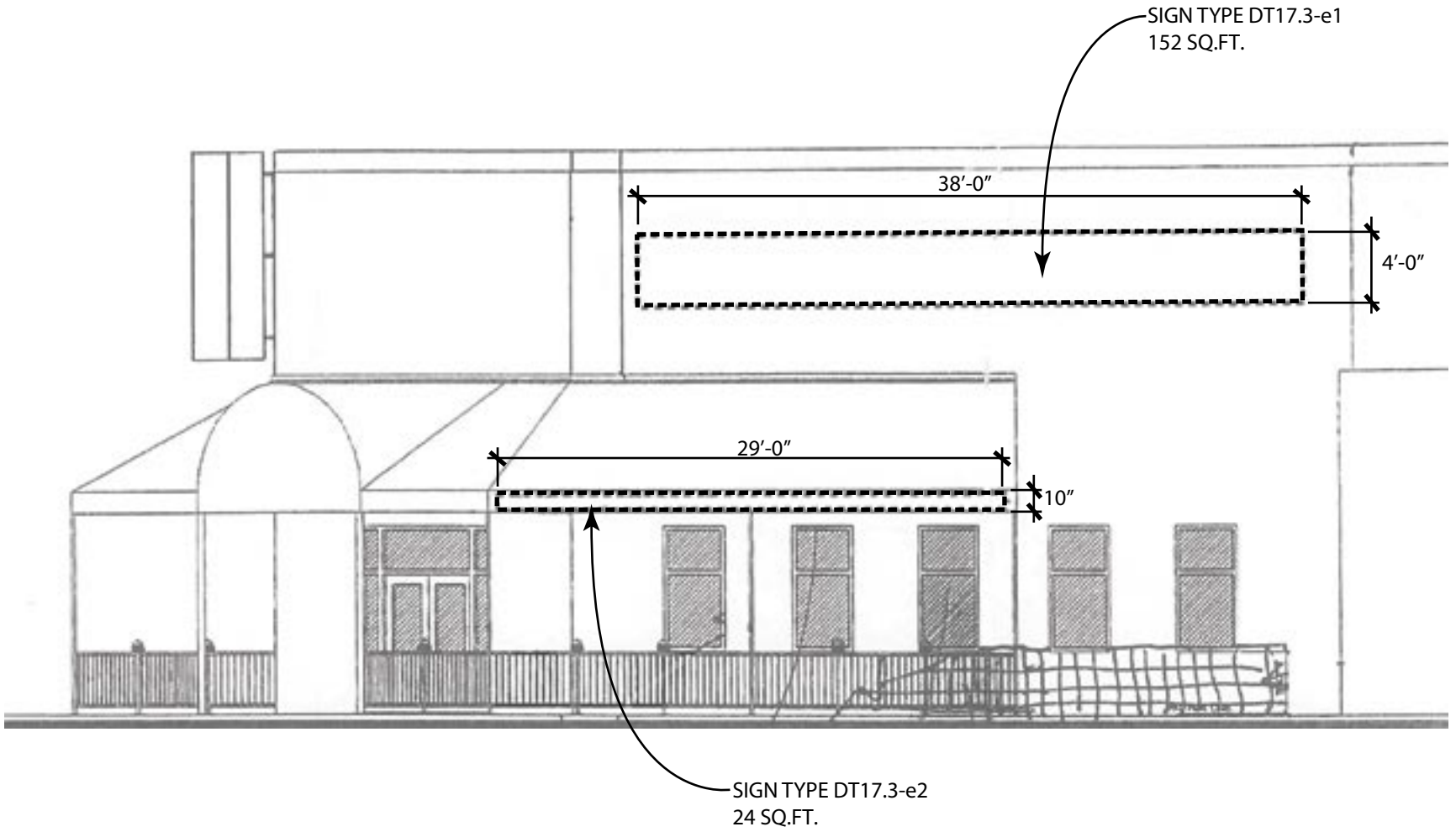
Status: Existing to Remain



Sign Type DT17

Vacant Tenant Space

Status: Existing to Remain

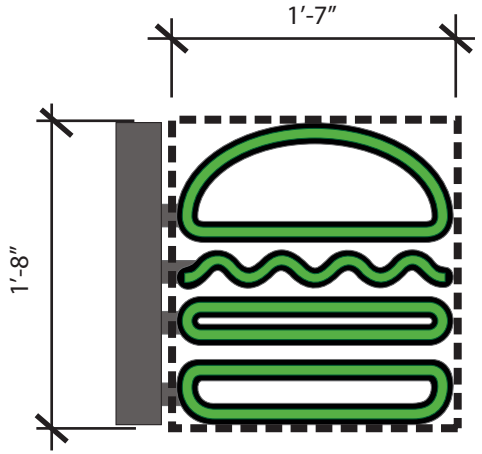


Sign Type DT18

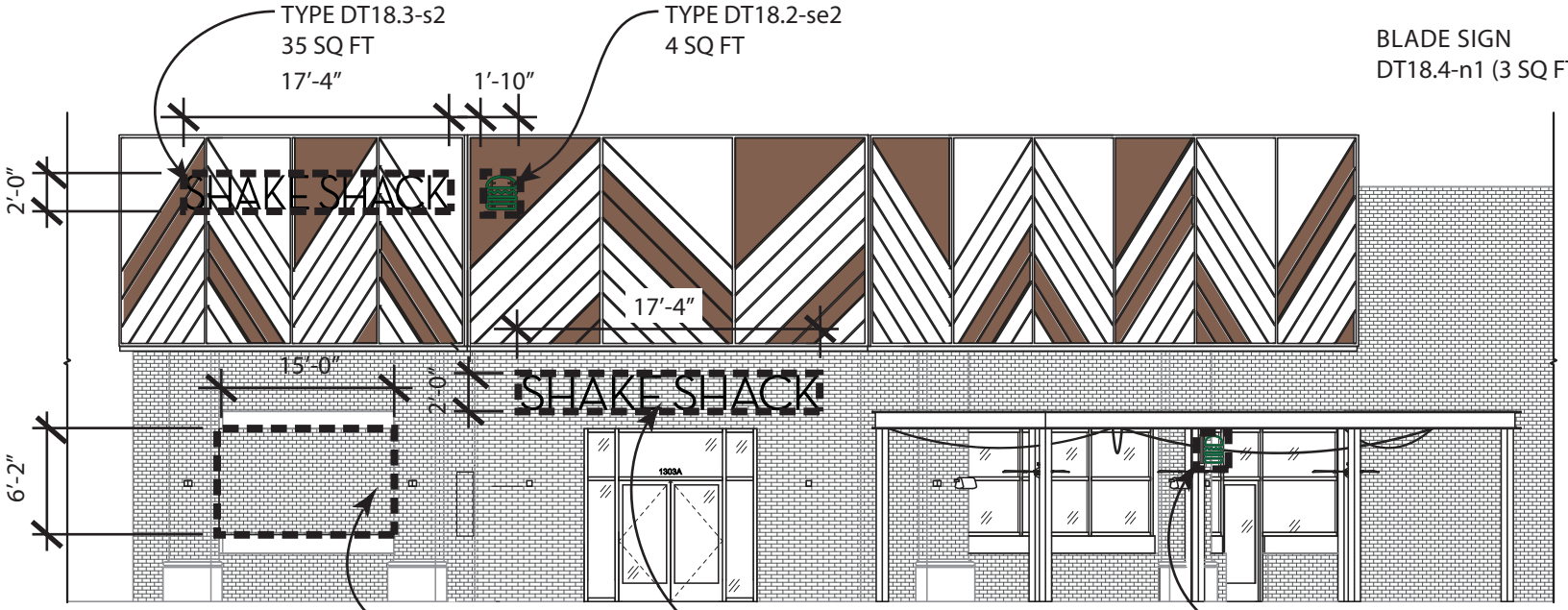
Shake Shack

Status: Existing to Remain

* DT18.3-s1: This sign is a mural painted directly on the brick building facade, non-illuminated



BLADE SIGN
DT18.4-n1 (3 SQ FT)



SOUTHTHEAST ELEVATION

TYPE DT18.3-s1*
93 SQ FT

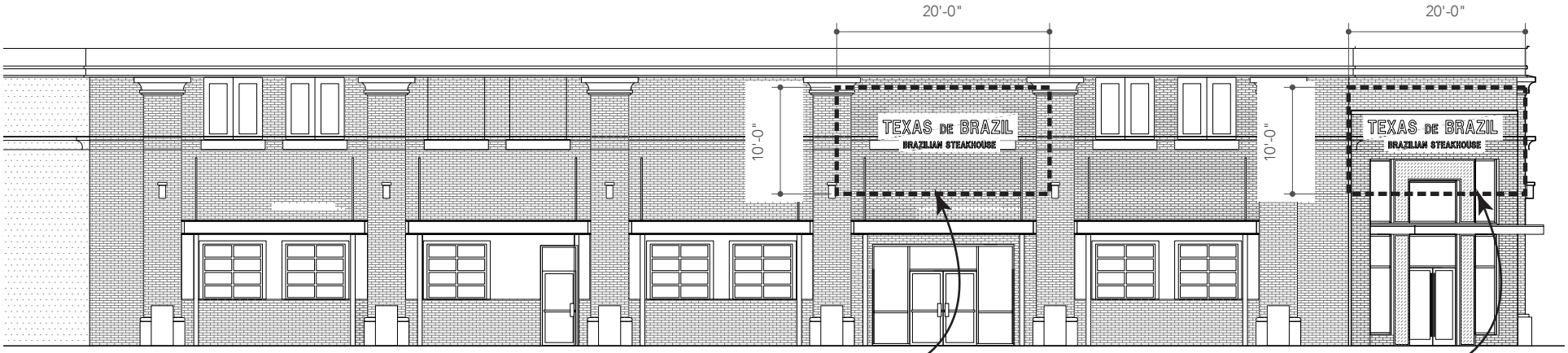
TYPE DT18.2-se1
35 SQ FT

TYPE DT18.4-e1
3 SQ FT

Sign Type DT18a

Texas de Brazil

Status: Existing to Remain



East Elevation

SIGN TYPE DT18a.1-e1
Area 200 SQ. FT.

SIGN TYPE DT18a.1-ne1
Area 200 SQ. FT.

North Elevation

SIGN TYPE DT18a.1-ne1
Area 200 SQ. FT.

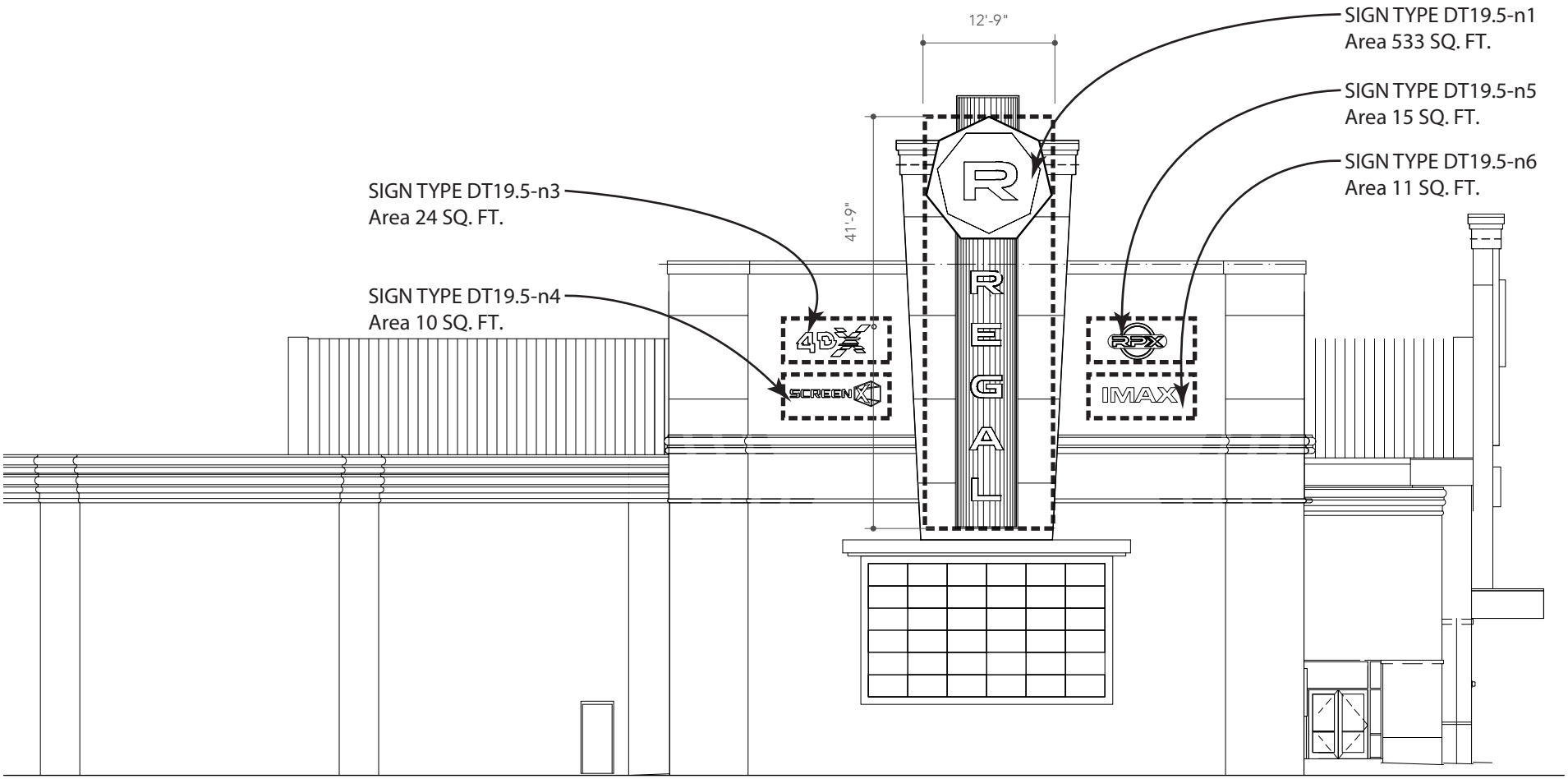
Sign Type DT19

Regal Cinema

Status: Existing to Remain

Sign Types DT19.5-n1, n3, n4, n5, and n6 will be static.

NOTE: **No off-premises advertising will be permitted.**
Maximum Brightness = 11,000 lux per sign



North Elevation

Sign Type DT19

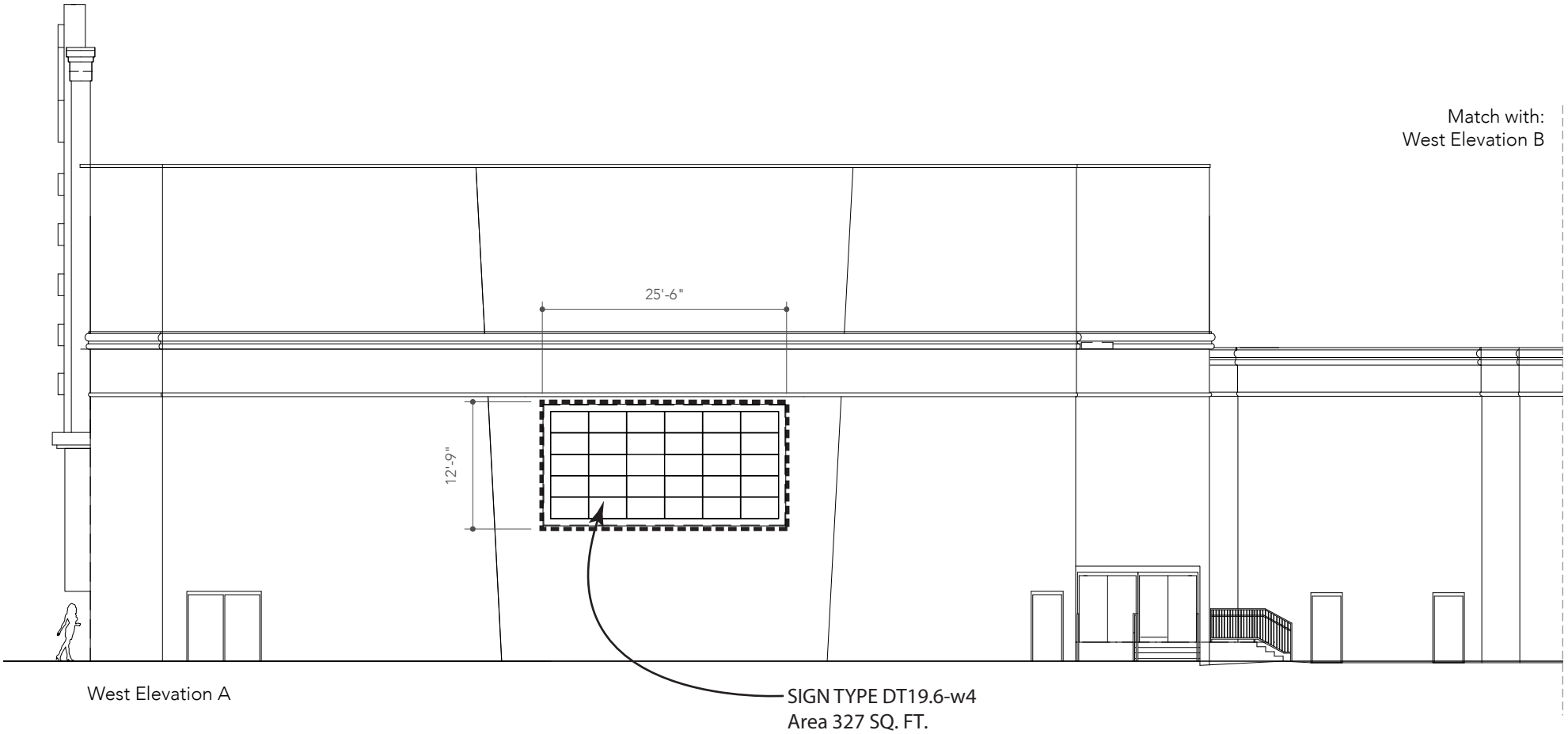
Regal Cinema

Status: Existing to Remain

NOTE: **Images will be static in nature.**

No off-premises advertising will be permitted.

Maximum Brightness = 11,000 lux per sign

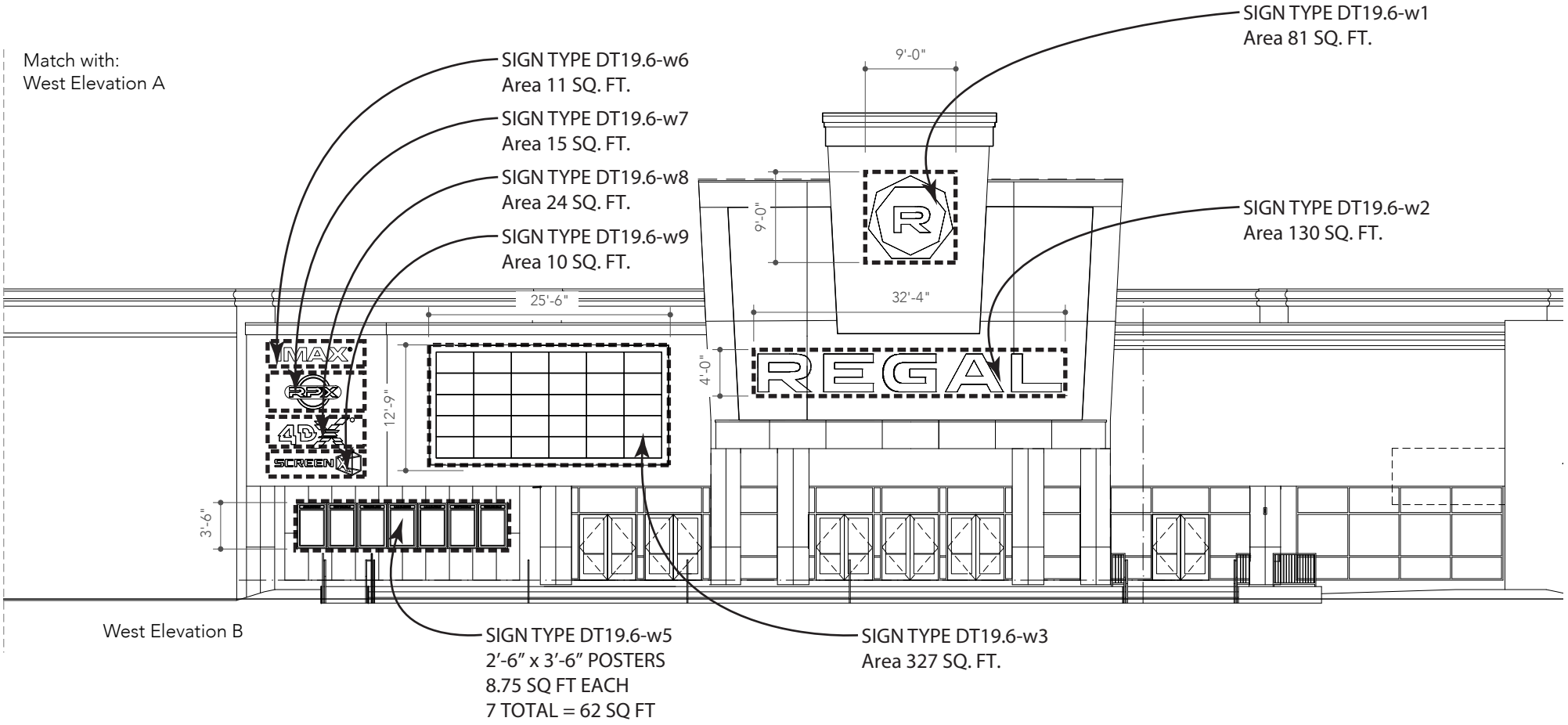


Sign Type DT19

Regal Cinema

Status: Existing to Remain
Sign Type DT19.6-w3 will be dynamic.
Sign Types DT19.6-w1, w2, w5, w6, w7, w8, and w9 will be static.

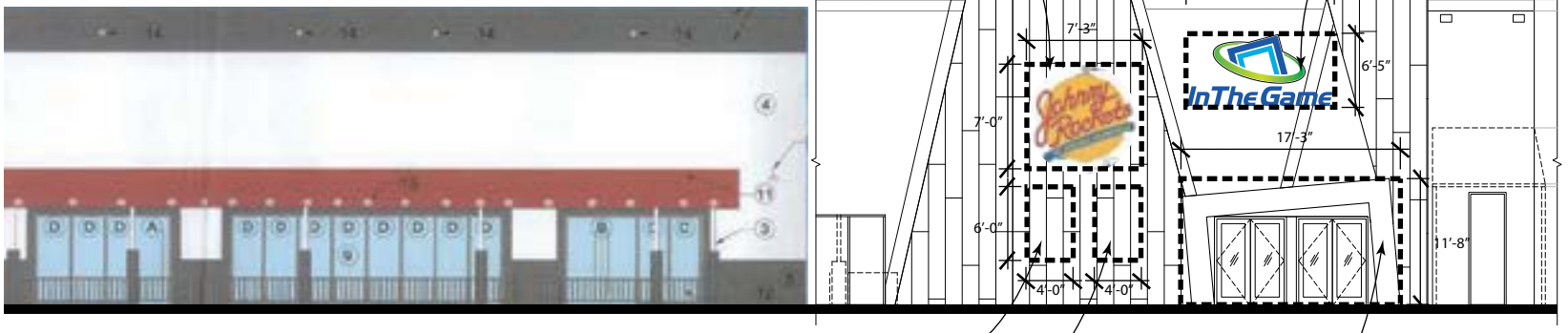
NOTE: **No off-premises advertising will be permitted.**
Maximum Brightness = 11,000 lux per sign



Sign Type DT20

In The Game / Johnny Rockets

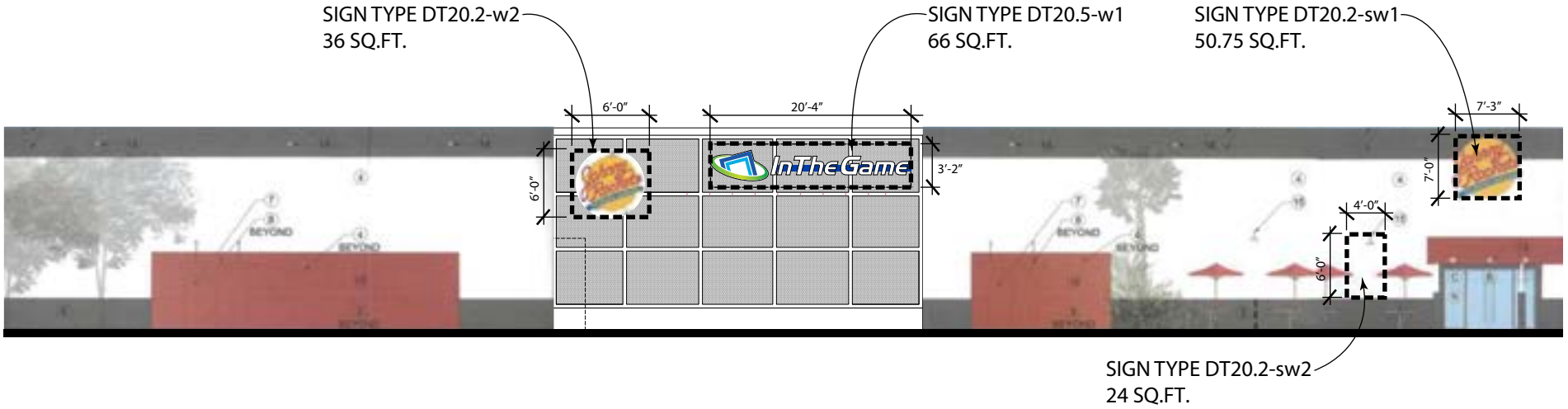
Status: Existing to Remain



Sign Type DT20

In The Game / Johnny Rockets

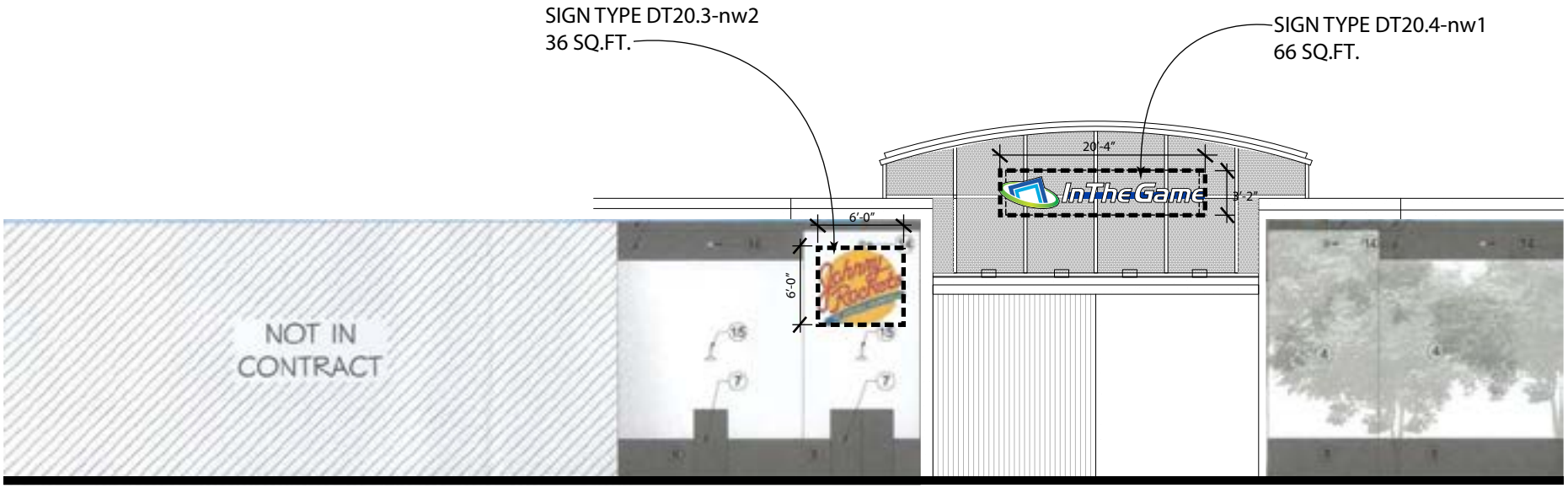
Status: Existing to Remain



Sign Type DT20

In The Game / Johnny Rockets

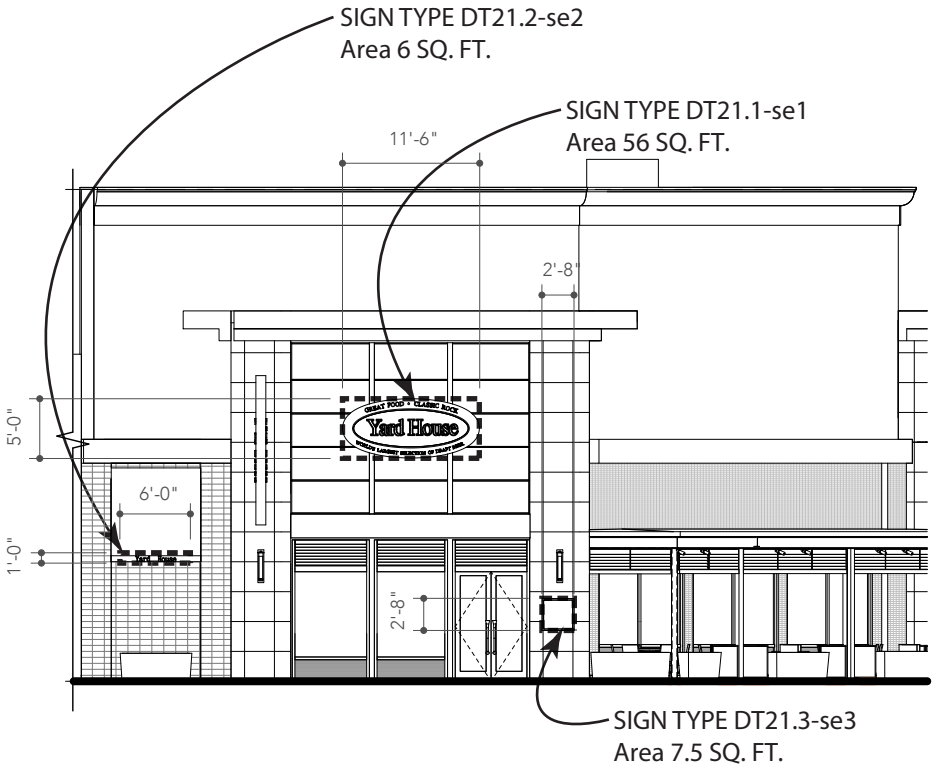
Status: Existing to Remain



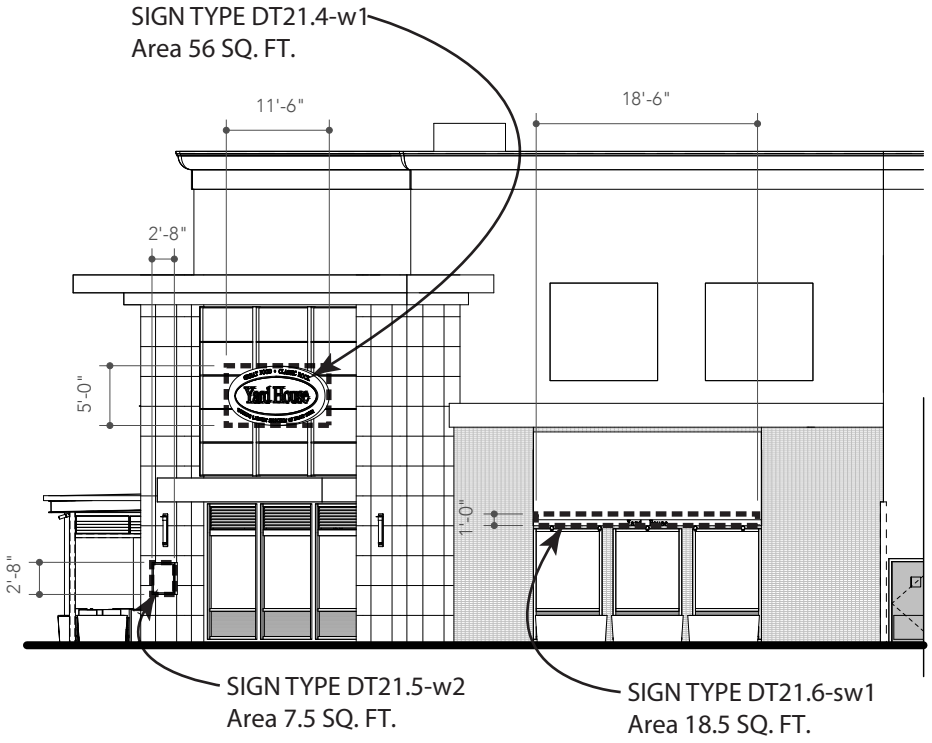
Sign Type DT21

Yard House

Status: Existing to Remain



Southeast Elevation

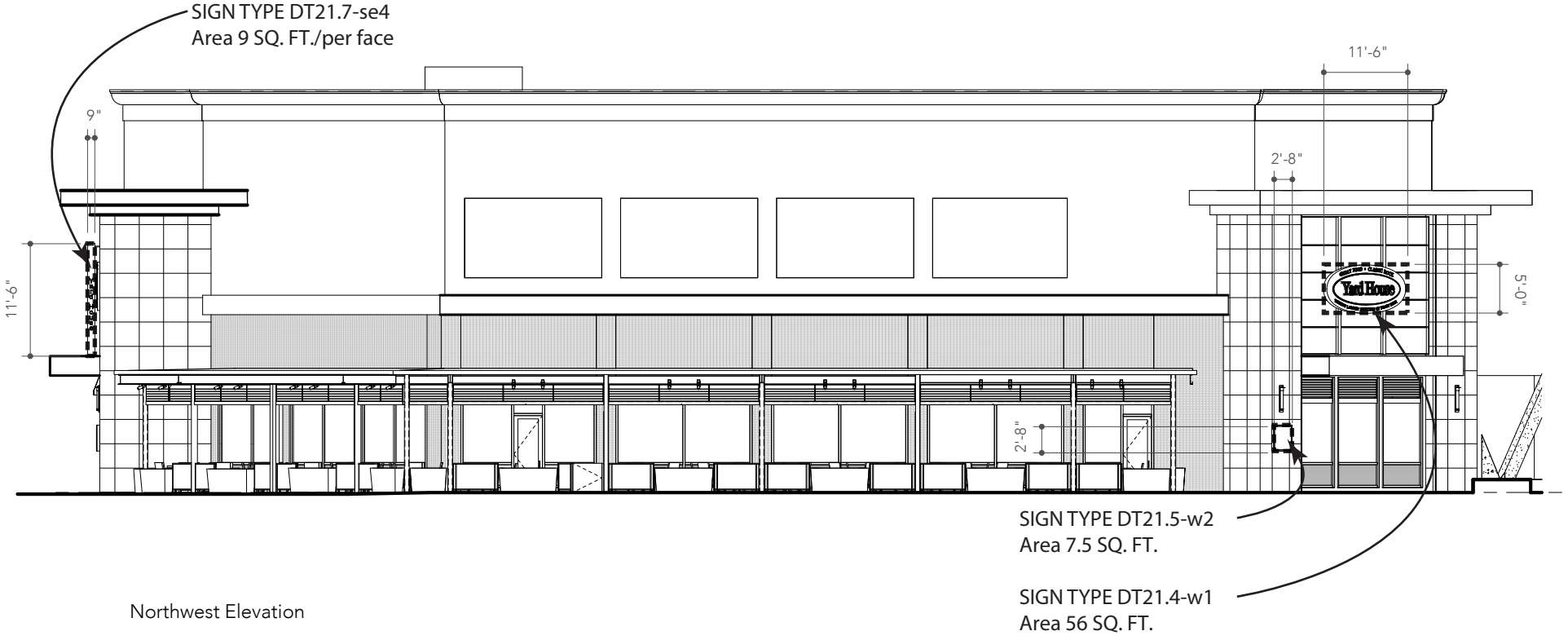


Southwest Elevation

Sign Type DT21

Yard House

Status: Existing to Remain

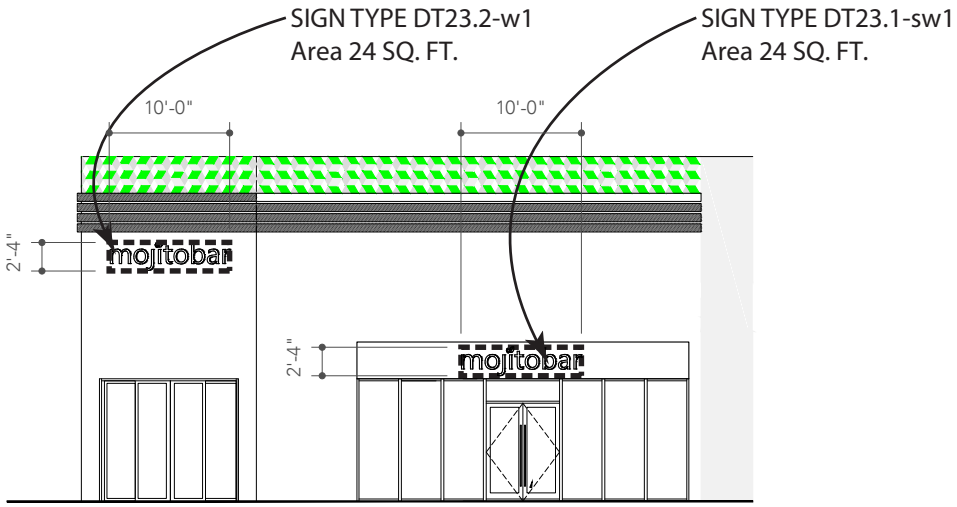


Northwest Elevation

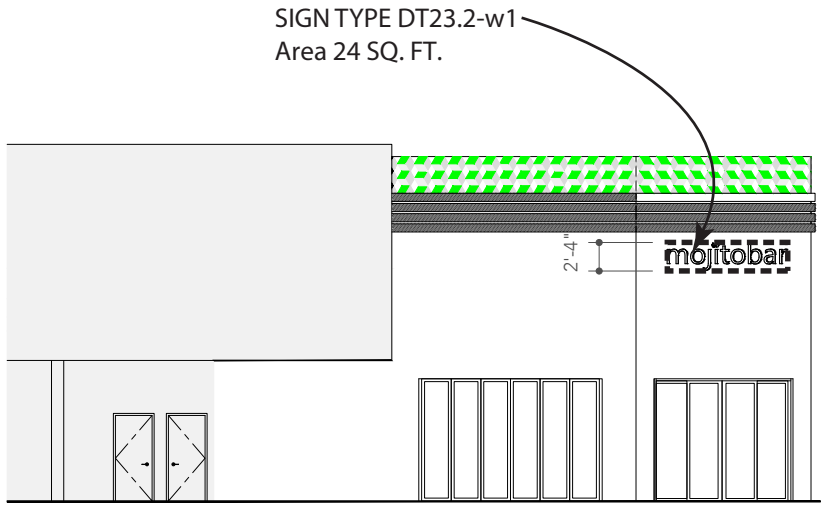
Sign Type DT23

Mojito

Status: Existing to Remain



Southwest Elevation



Northwest Elevation

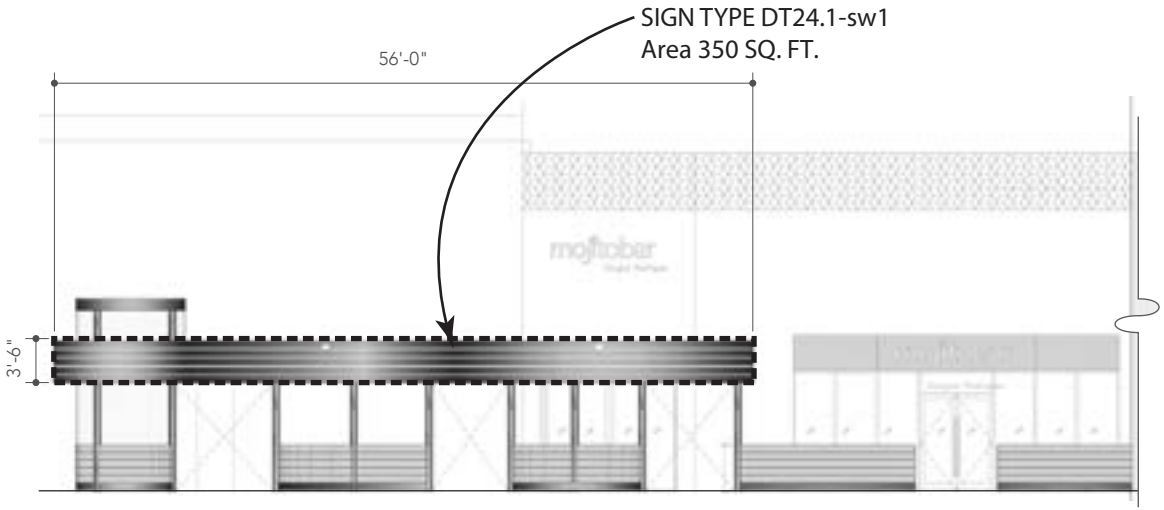
Sign Type DT24

Mojito

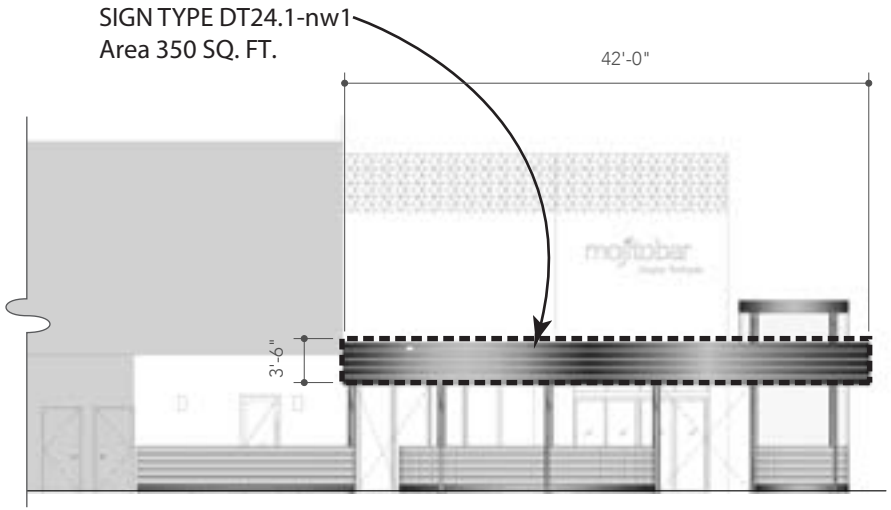
Status: Existing to Remain

Flexible LED Pixel Tape with waterproof cover.

- Up to 144 pixels per inch
- 3 Lumen max.
- Scrolling lighting effect
- Power Rating: 20w @ 5v DC max.



Southwest Elevation



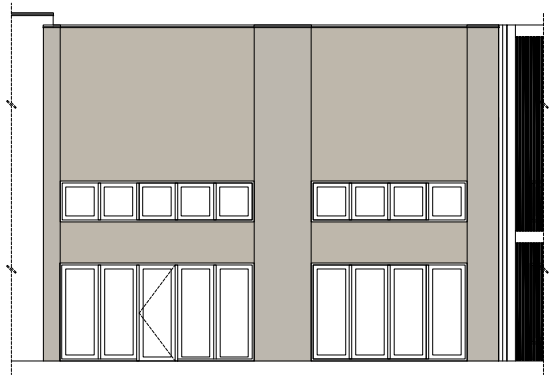
Northwest Elevation

Sign Type DT25

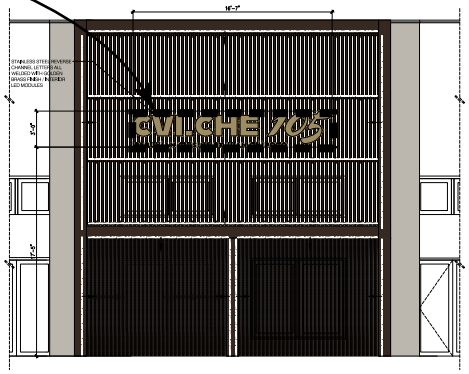
CVI.CHE 105

Status: New Sign and Location

TYPE DT25.1-sw1
(16'-7" X 3'-0")
49.8 SQ. FT.

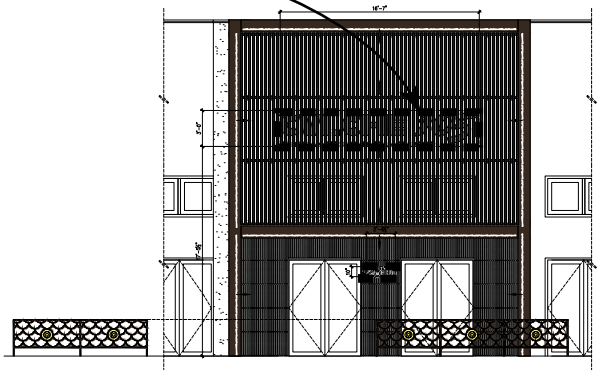


WEST ELEVATION "A"



SOUTH WEST ELEVATION "B"

TYPE DT25.2-se1
(16'-7" X 3'-0")
49.8 SQ. FT.

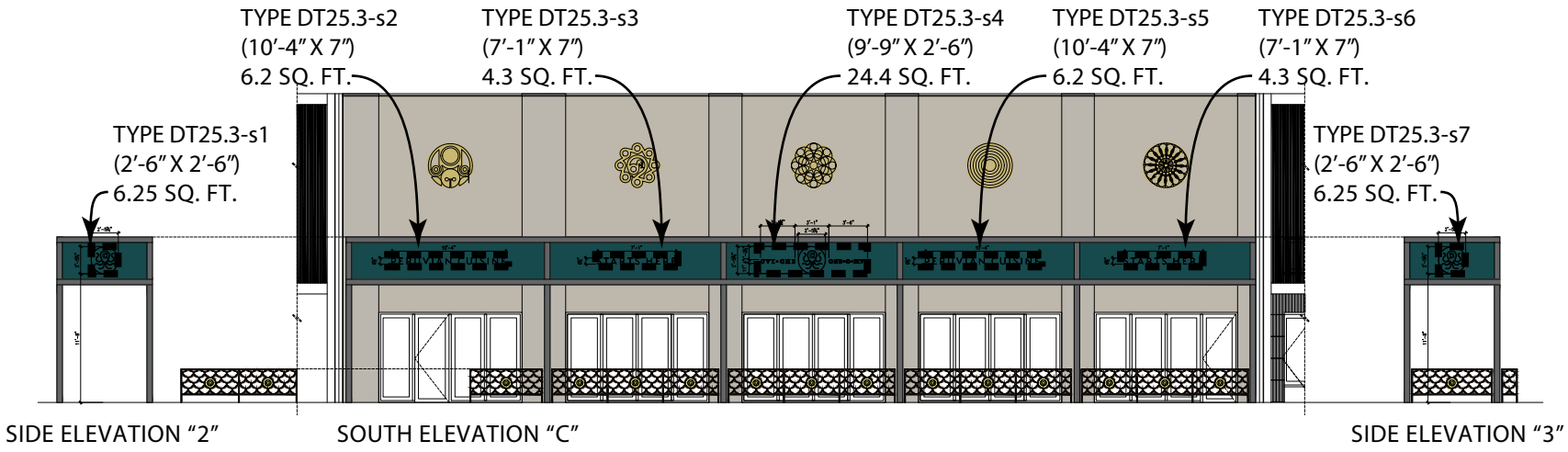


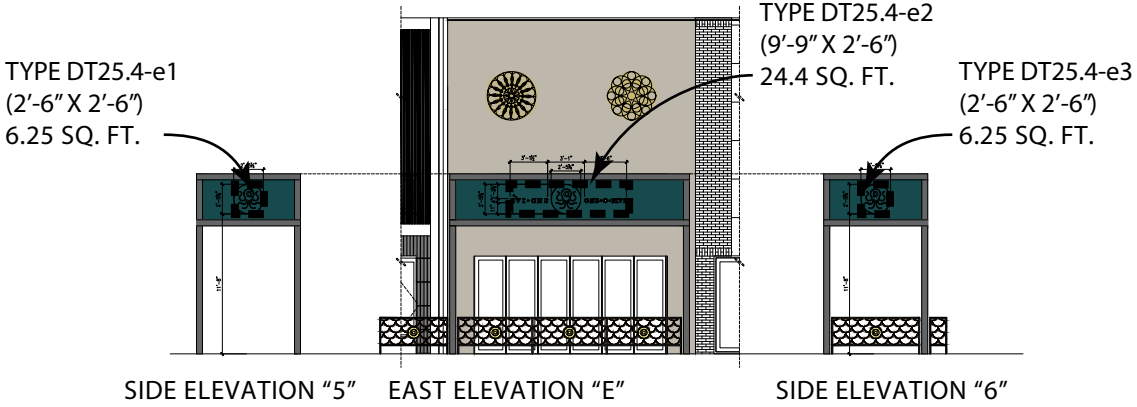
SOUTH EAST ELEVATION "D"

Sign Type DT25

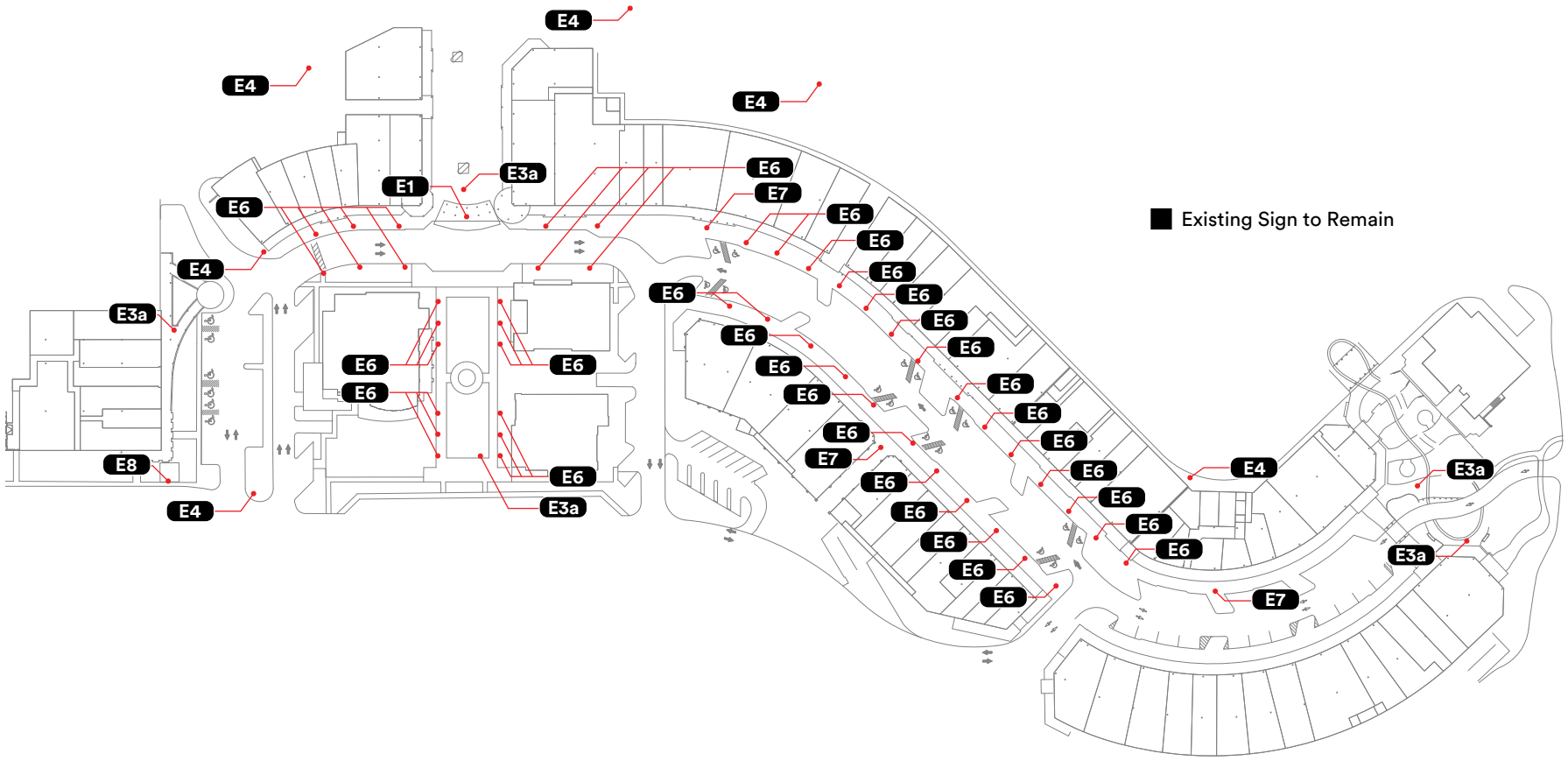
CVI.CHE 105

Status: New Sign and Location





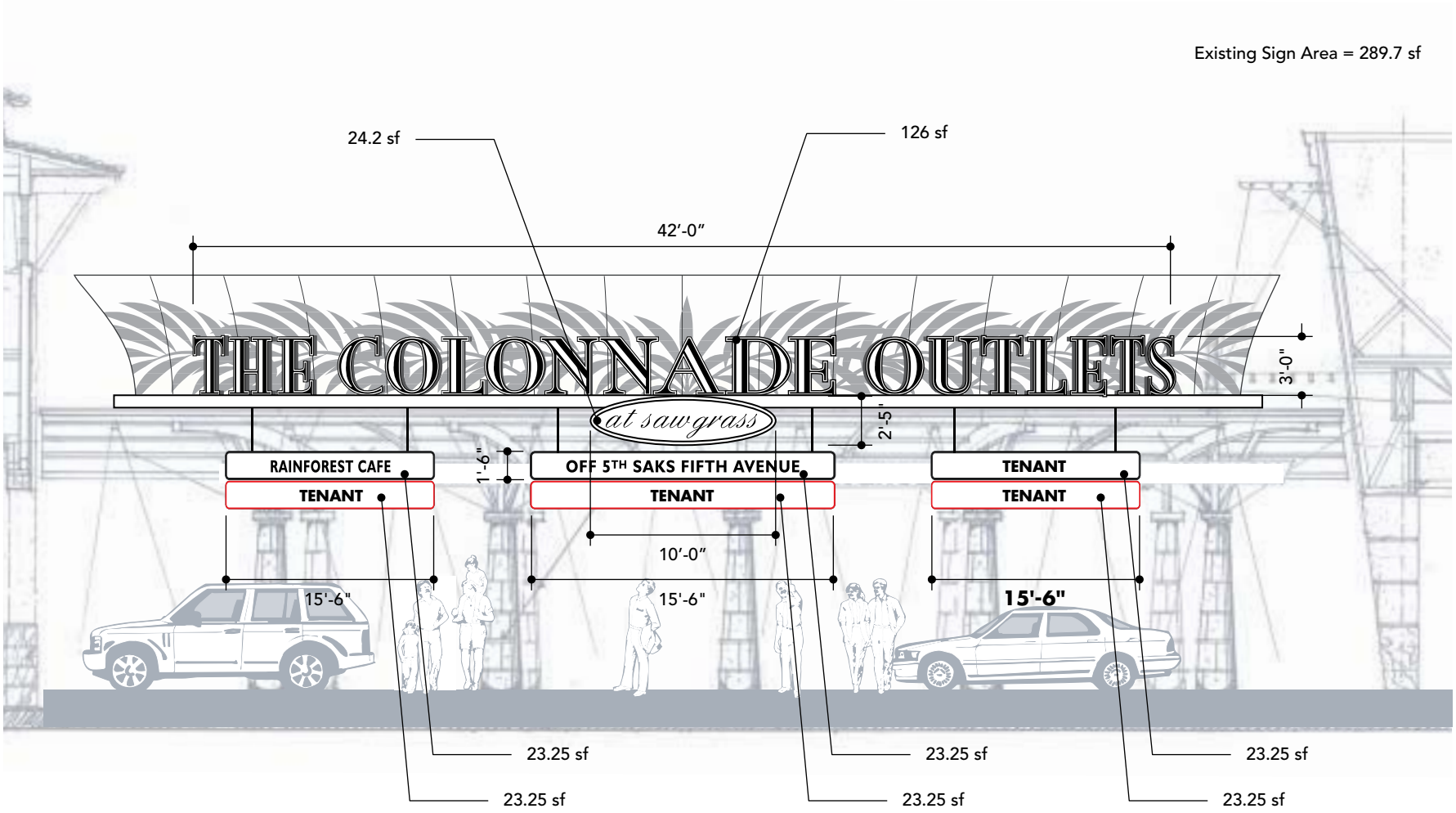
Colonnade General Signage Location Plan


E4
E4
E4
E1
E3a
E6
E7
E6
E6
E6

Sign Type E1

Colonnade Entry Feature

Status: Existing to Remain



Sign Type E2

NOT USED

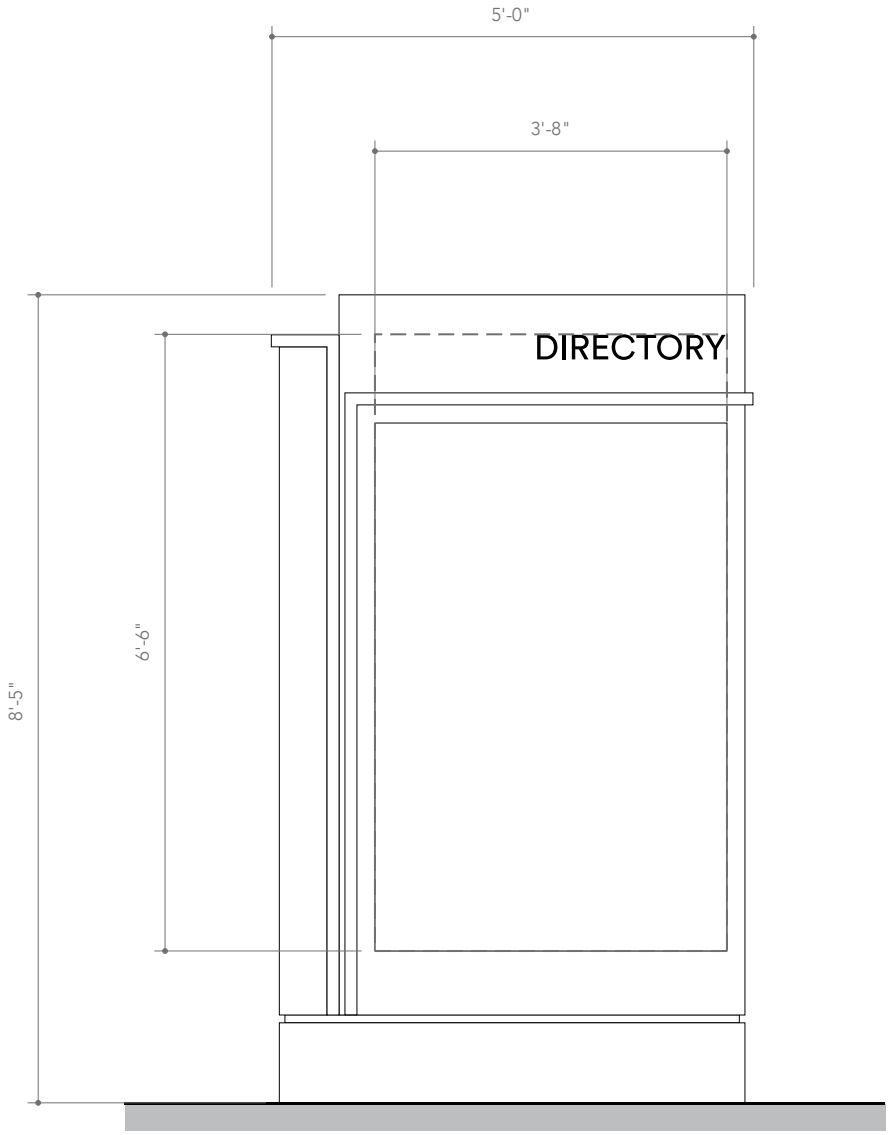
Sign Type E3

NOT USED

Sign Type E3a

Colonnade Outlets Directory Sign

Status: Existing to Remain



DOUBLE SIDED SIGN

Total Area = 86 sq. ft.

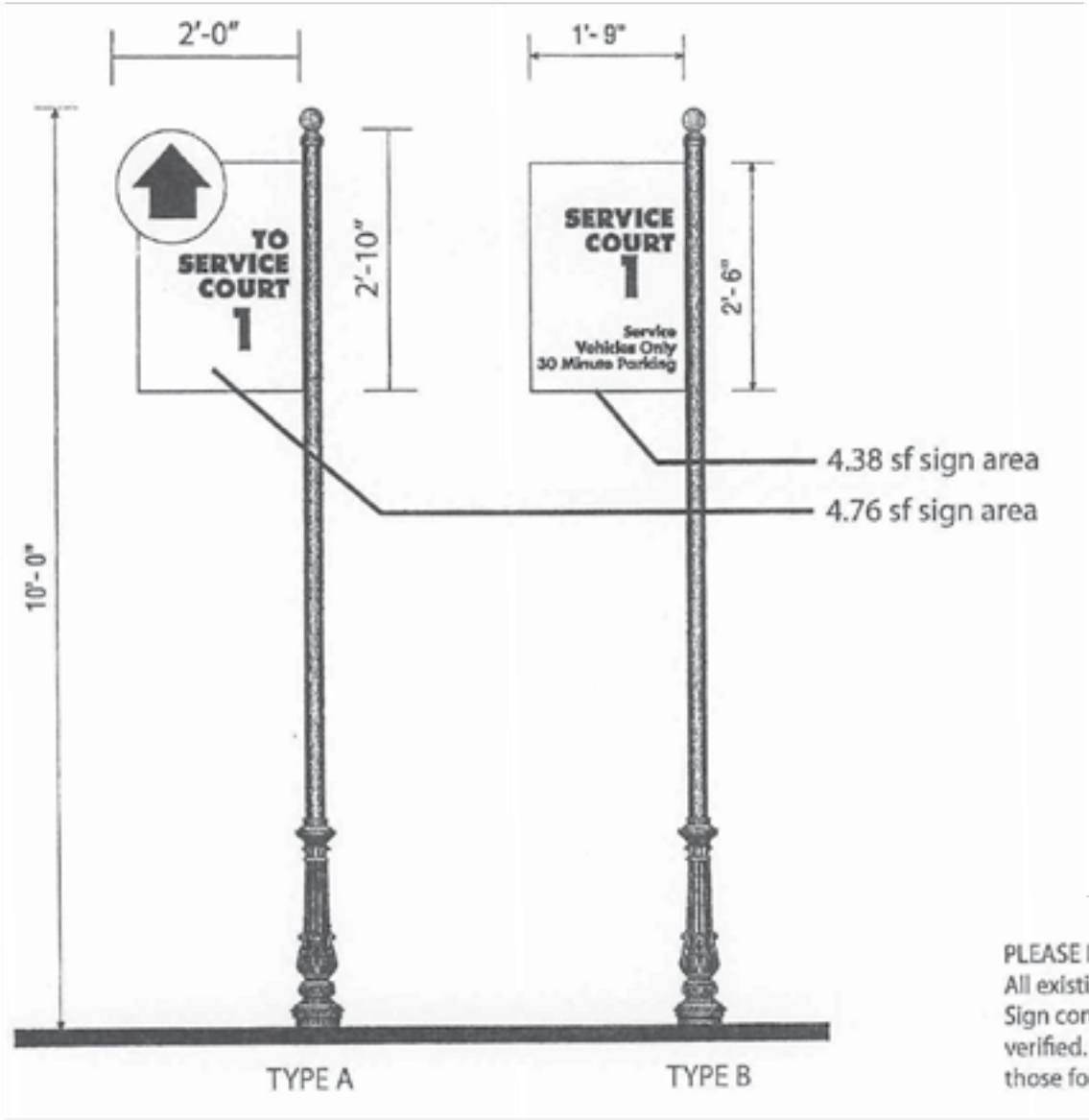
Sign Face Area = 43 sq. ft.

Copy Area = 24 sq. ft.

Sign Type E4

Service Court Directional

Status: Existing to Remain



PLEASE NOTE:
All existing Service Directional Sign conditions shall be field verified. New signs shall match those found on site.

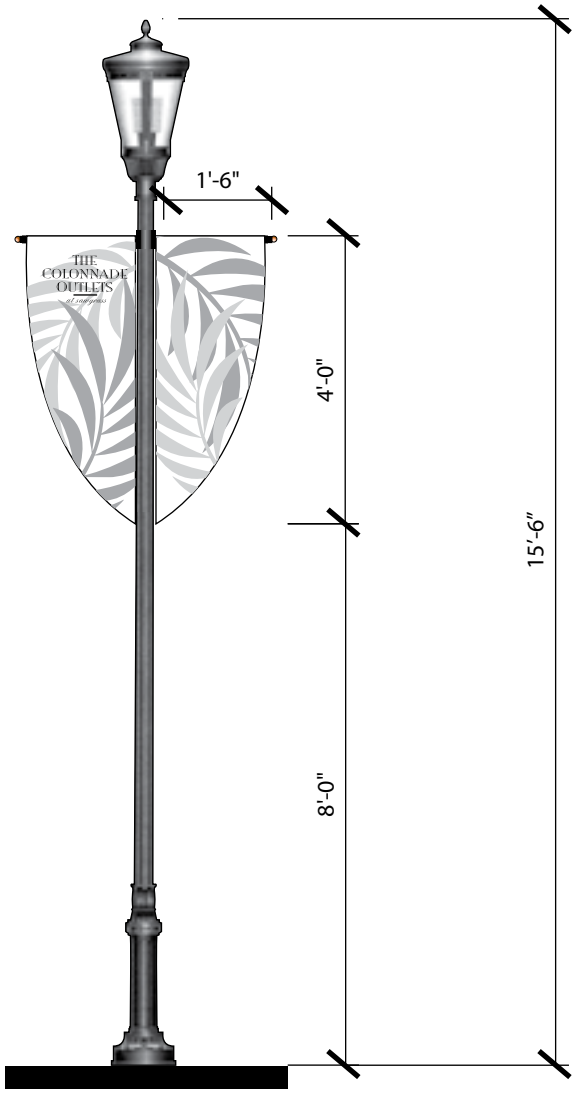
Sign Type E5

NOT USED

Sign Type E6

Lightpole Banner Graphic

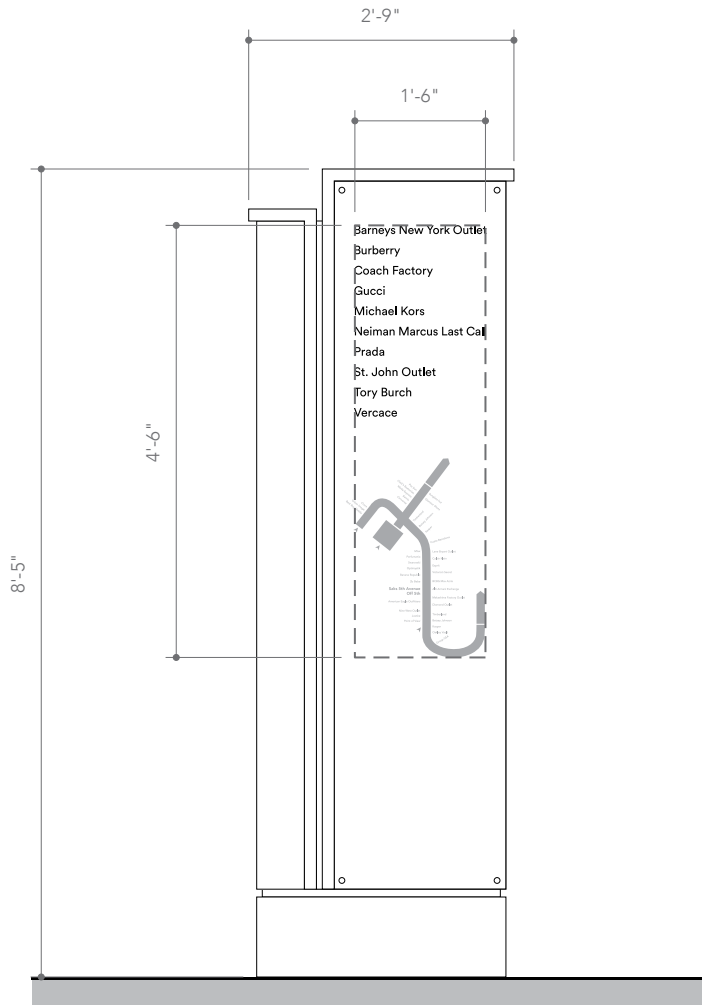
Status: Existing to Remain



Sign Type E7

Colonnade Tenant Listing Sign

Status: Existing to Remain



DOUBLE SIDED SIGN

Total Area = 46 sq. ft.

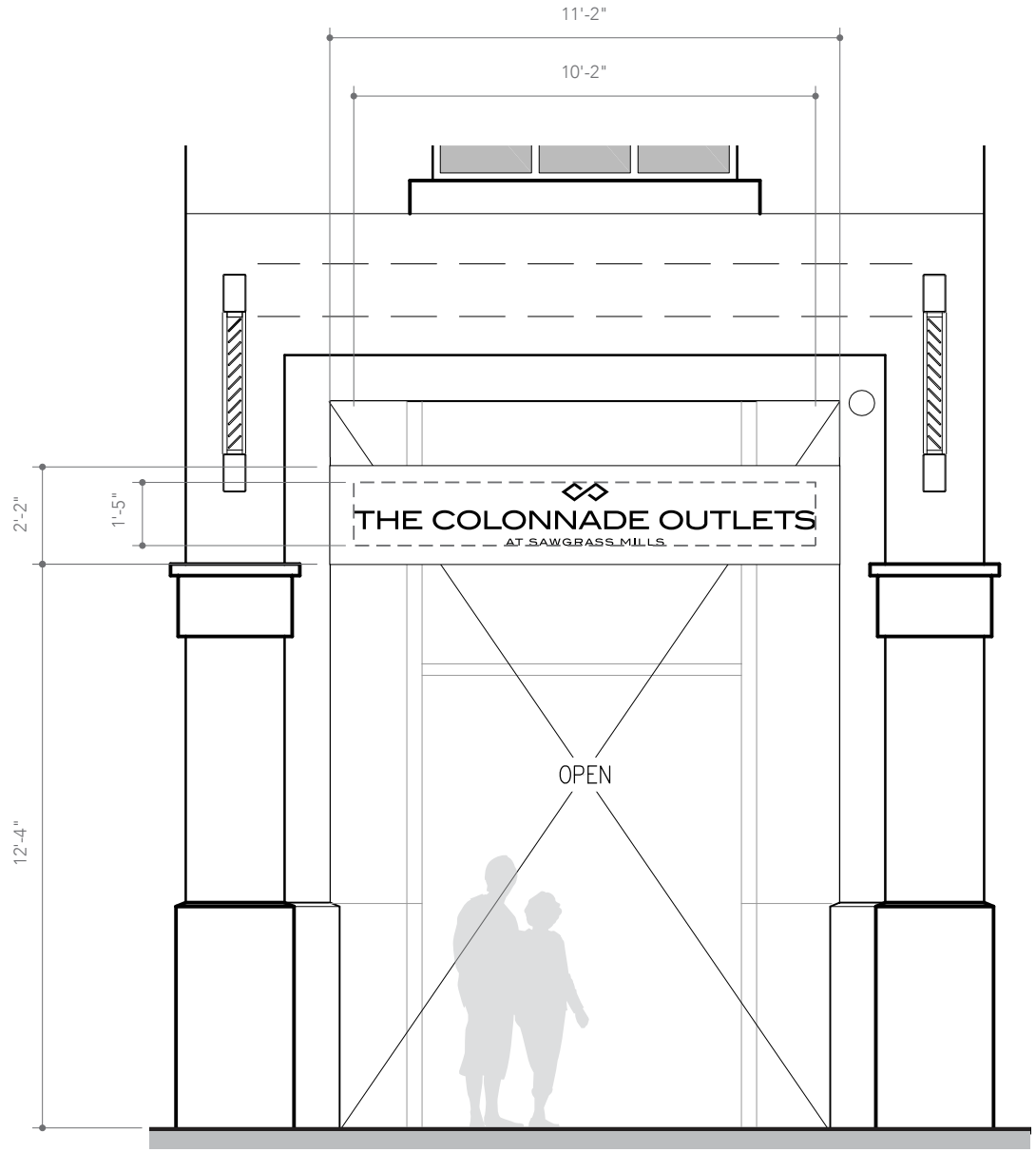
Sign Face Area = 23 sq. ft.

Copy Area = 7 sq. ft.

Sign Type E8

Colonnade Bridge Entry Sign

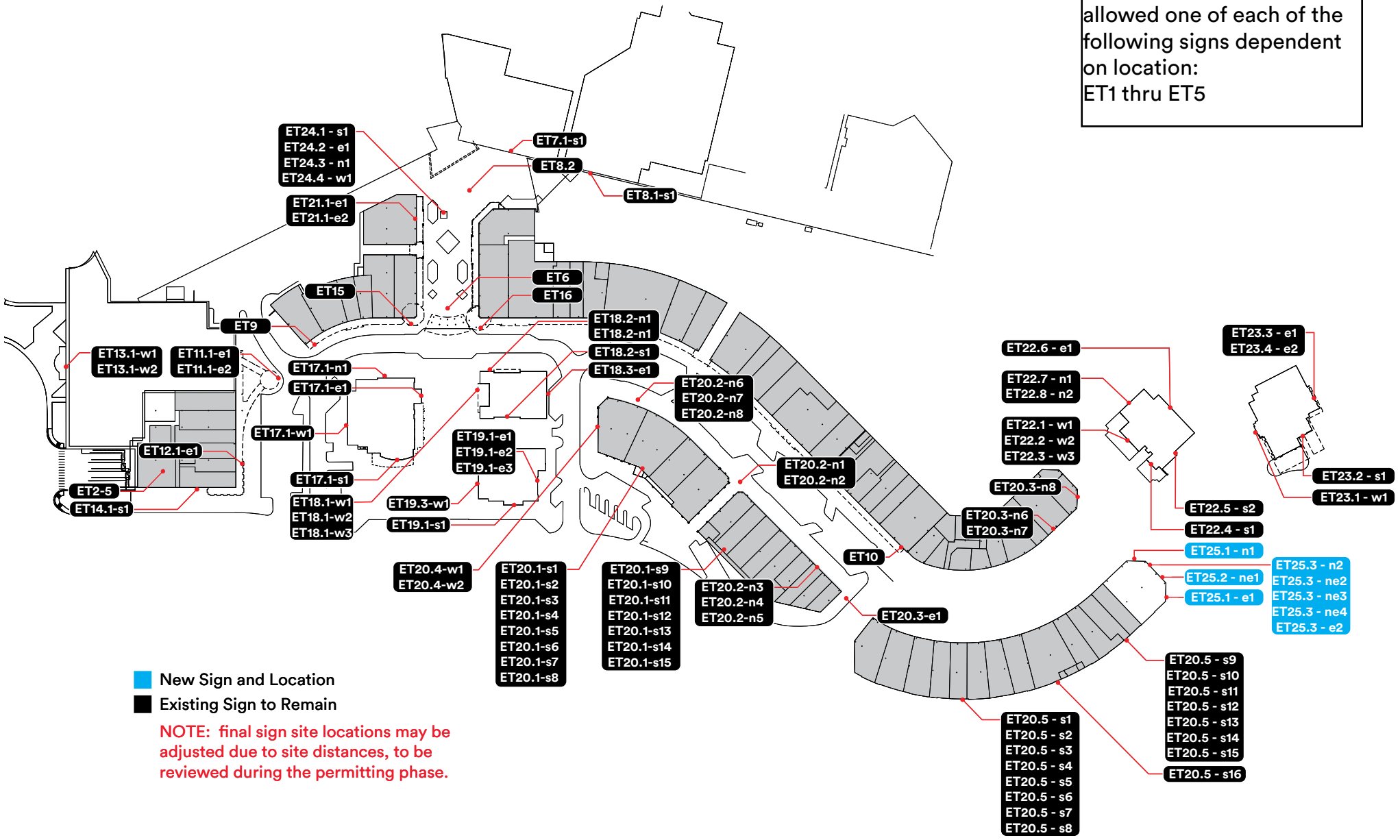
Status: Existing to Remain



DOUBLE SIDED SIGN
Total Area = 51 sq. ft.
Sign Face Area = 25.5 sq. ft.
Copy Area = 15.5 sq. ft.

Colonnade Tenant Signage Location Plan

Note: Each specialty tenant in shaded area will be allowed one of each of the following signs dependent on location:
ET1 thru ET5



New Sign and Location

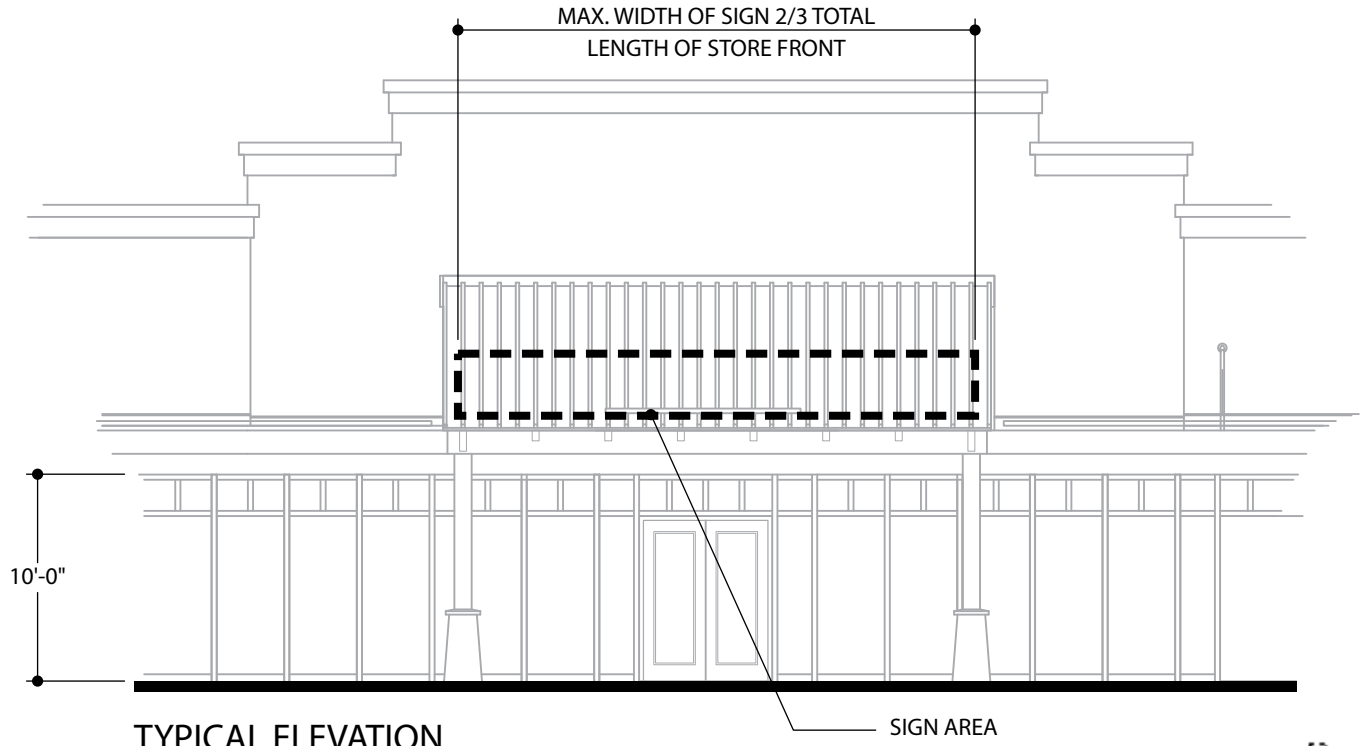
Existing Sign to Remain

NOTE: final sign site locations may be adjusted due to site distances, to be reviewed during the permitting phase.

Sign Type ET1

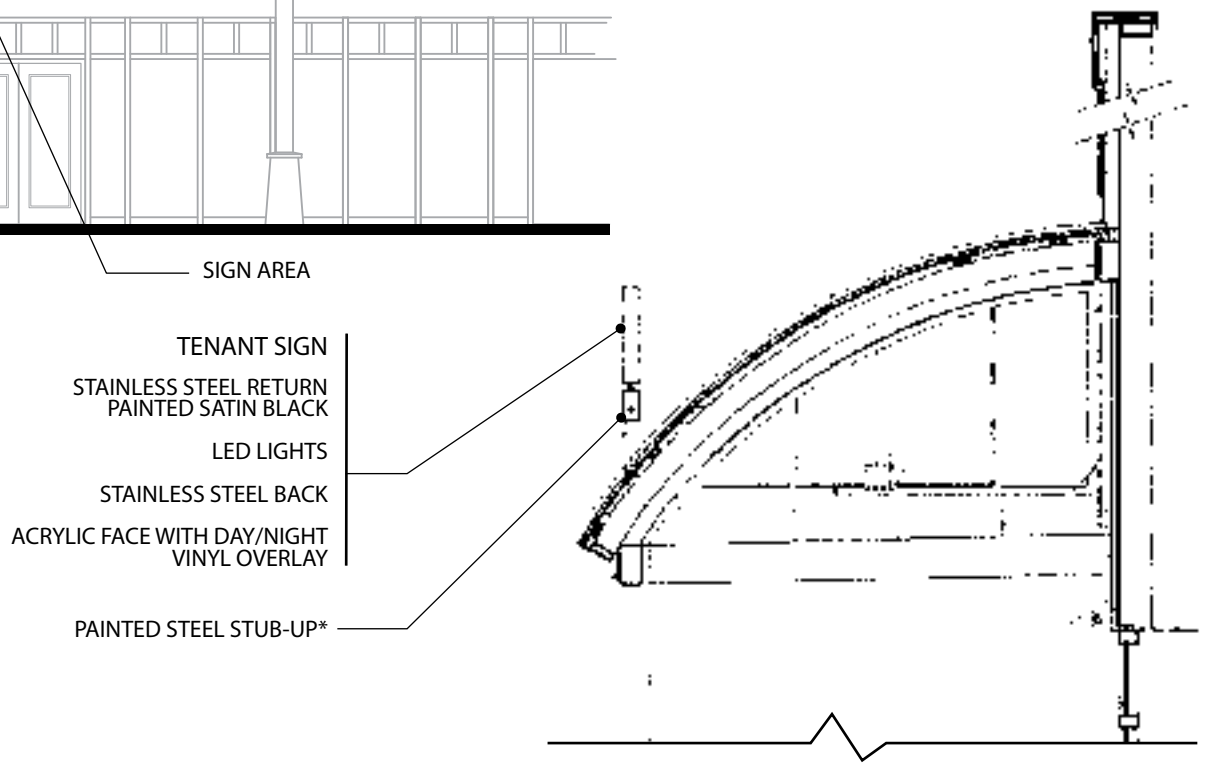
Tenant Storefront Sign

Status: Existing to Remain



TYPICAL ELEVATION

Sign shall be mounted to canopy or other area as designated by Landlord. The total sign area shall not exceed 100 sf. No exposed neon.



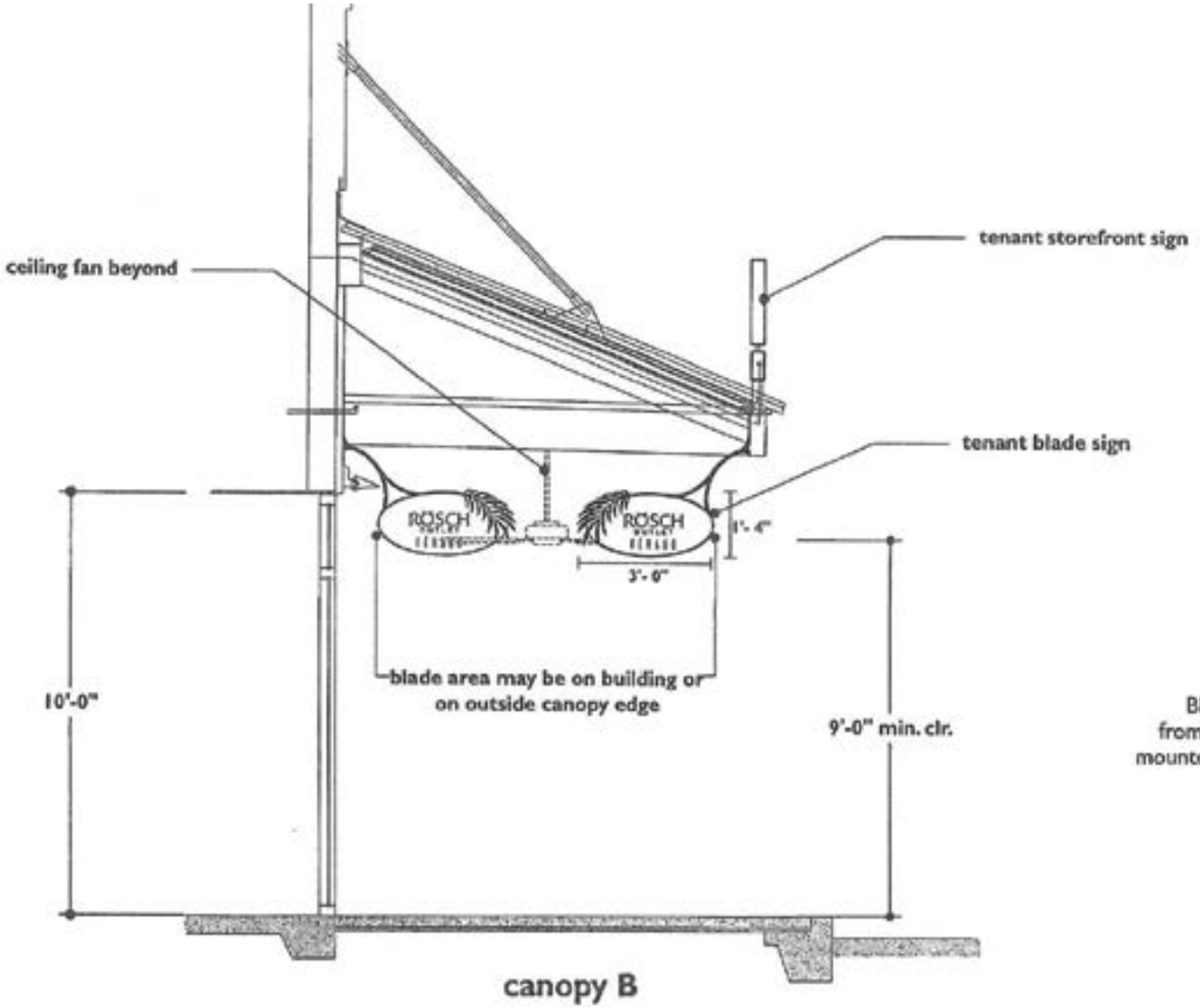
TYPICAL SECTION

* Note: Tenant Sign can extend to the painted steel stub-up as approved by Landlord

Sign Type ET2

Tenant Blade Sign

Status: Existing to Remain



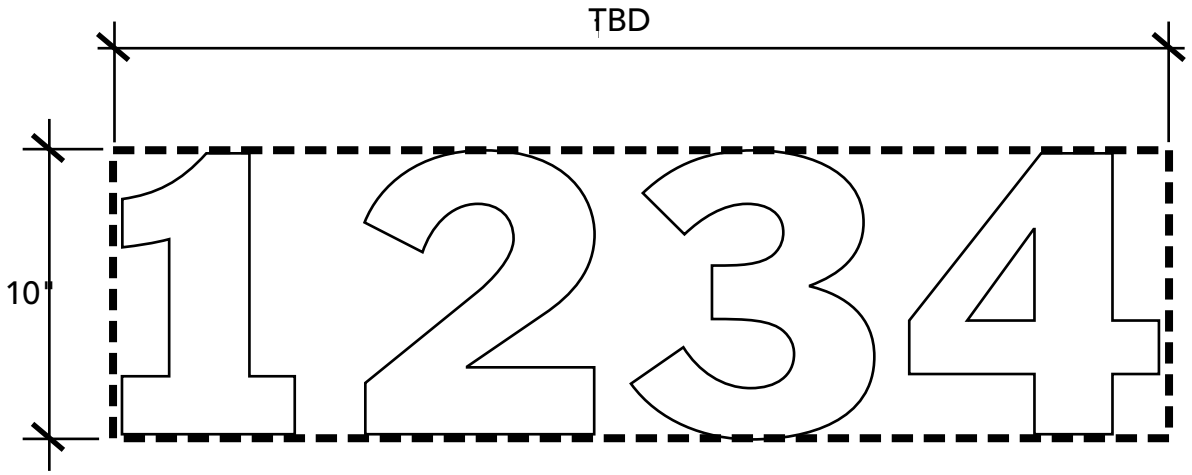
Two sided sign
5 sf total area each side
(10 sf total area)

BLADE SIGN: Signs shall be suspended from the storefront canopy. Signs must be mounted at least 9'-0" above the finish floor

Sign Type ET3

Tenant Store Number

Status: Existing to Remain



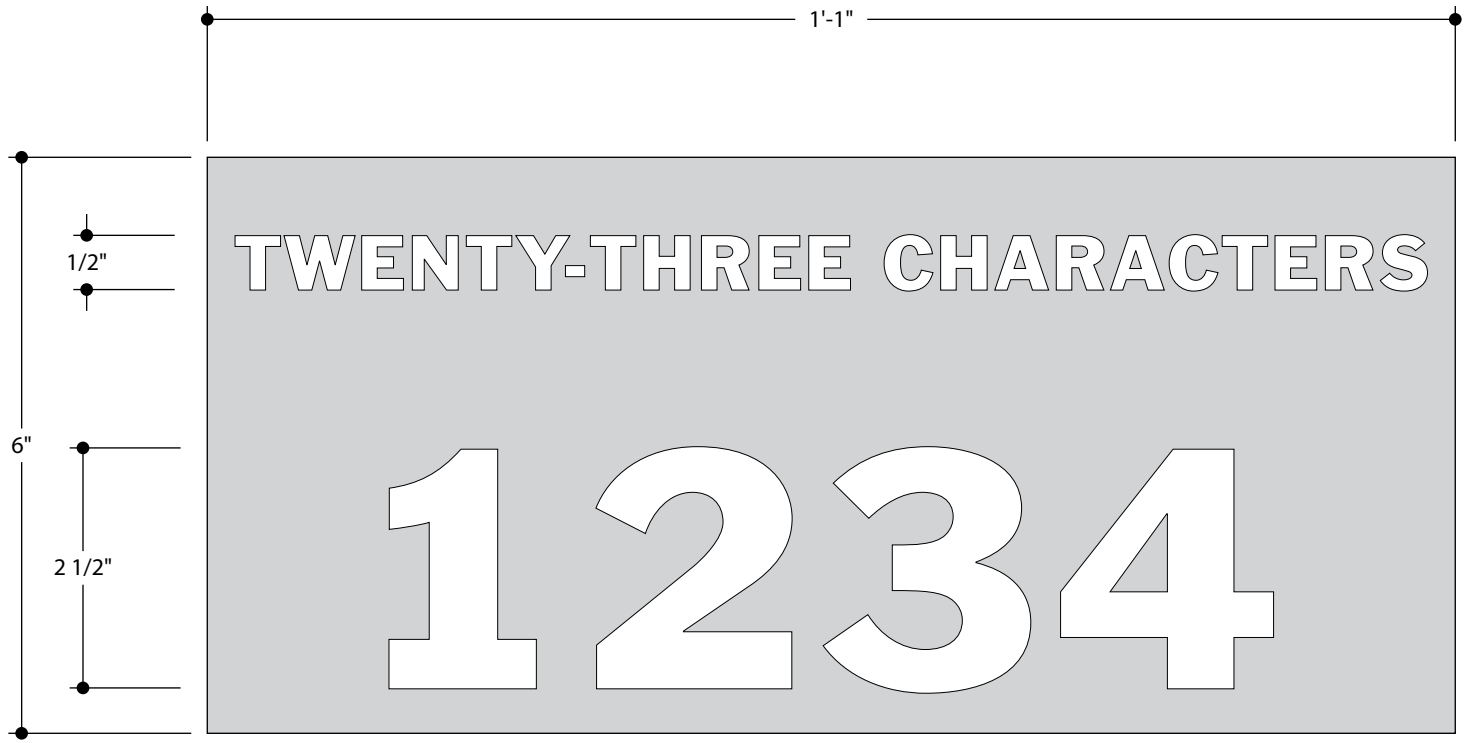
4 sf sign area

NOTE: Store number to be located per Fire Department requirements

Sign Type ET4

Tenant Backdoor and Service Sign

Status: Existing to Remain



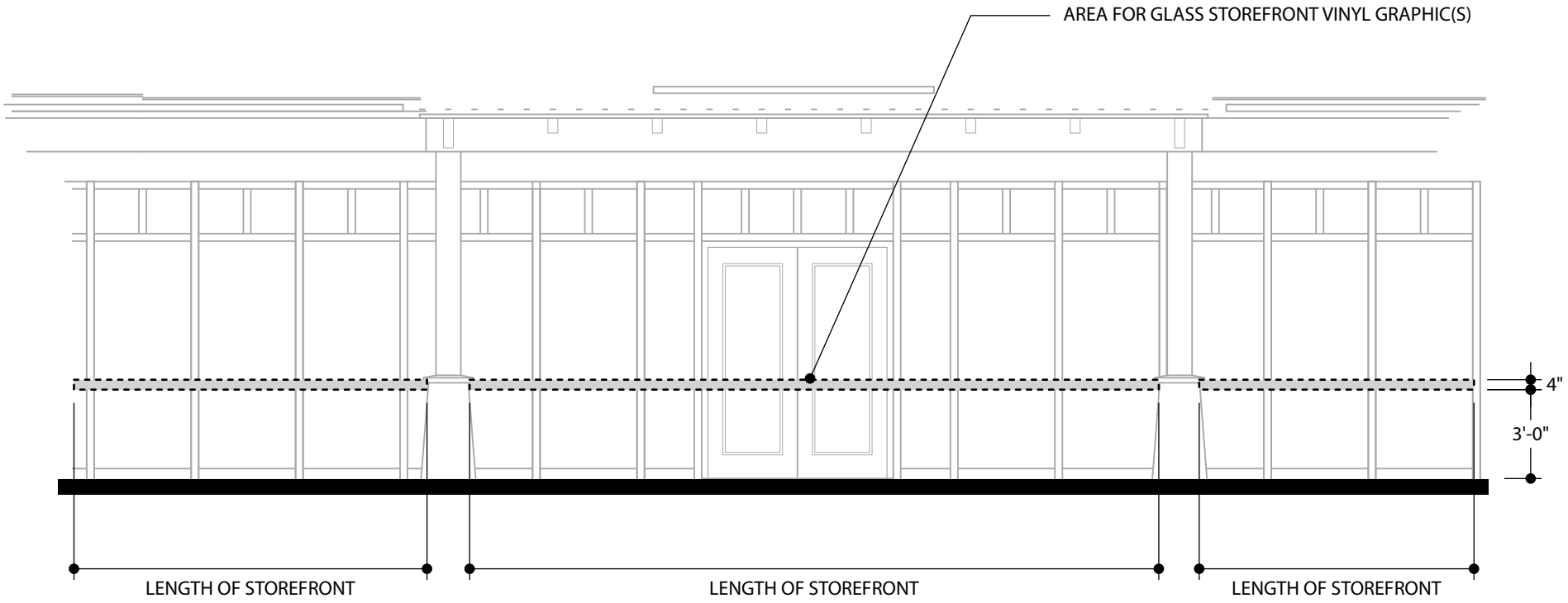
.54 sf sign area

Sign Type ET5

Tenant Storefront Signband on Glass

Status: Existing to Remain

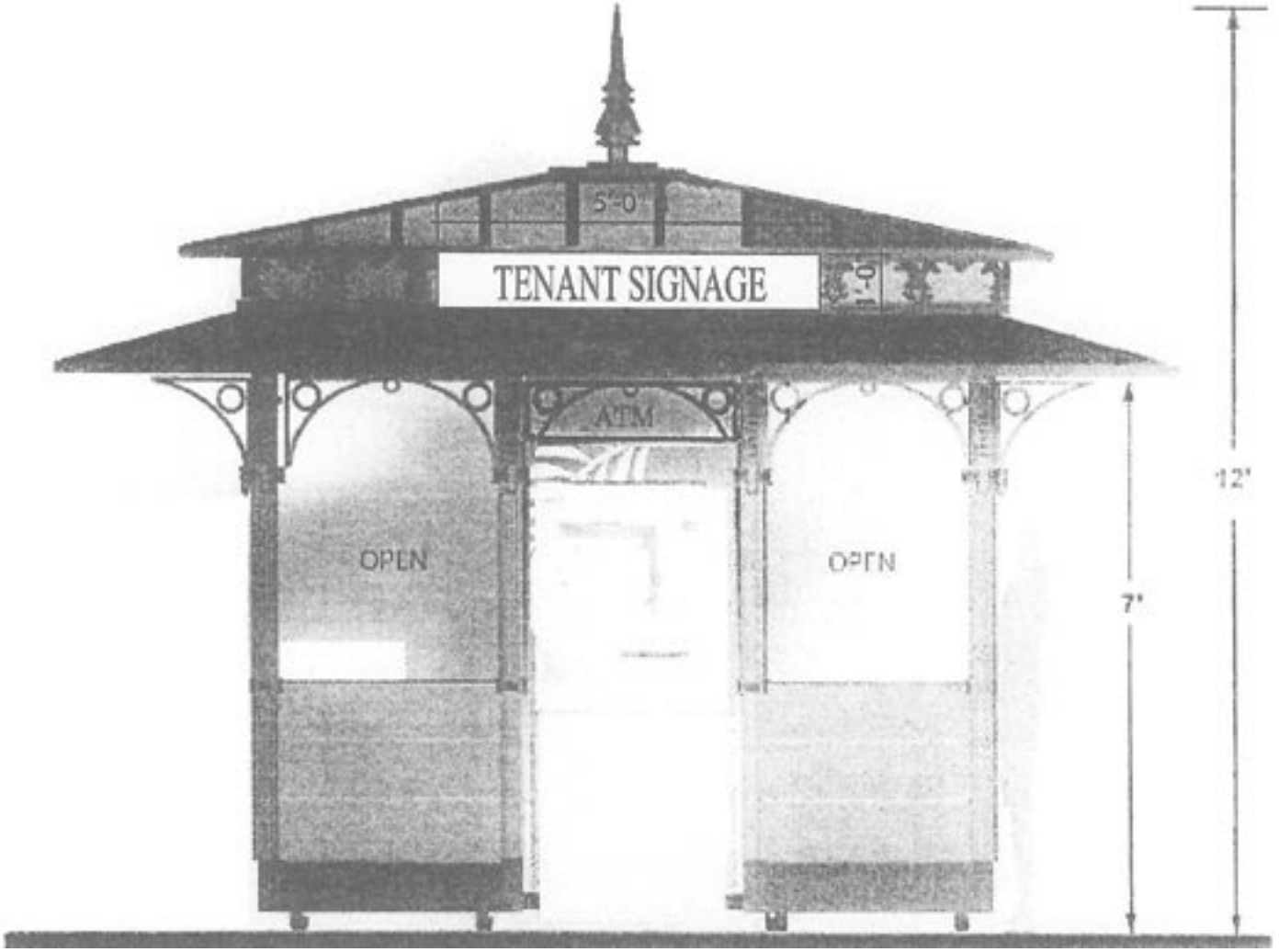
Reverse cut vinyl graphics or logo mounted
to inside face of glass (inside tenant space).
Maximum height 4”



Sign Type ET6

Kiosk Sign

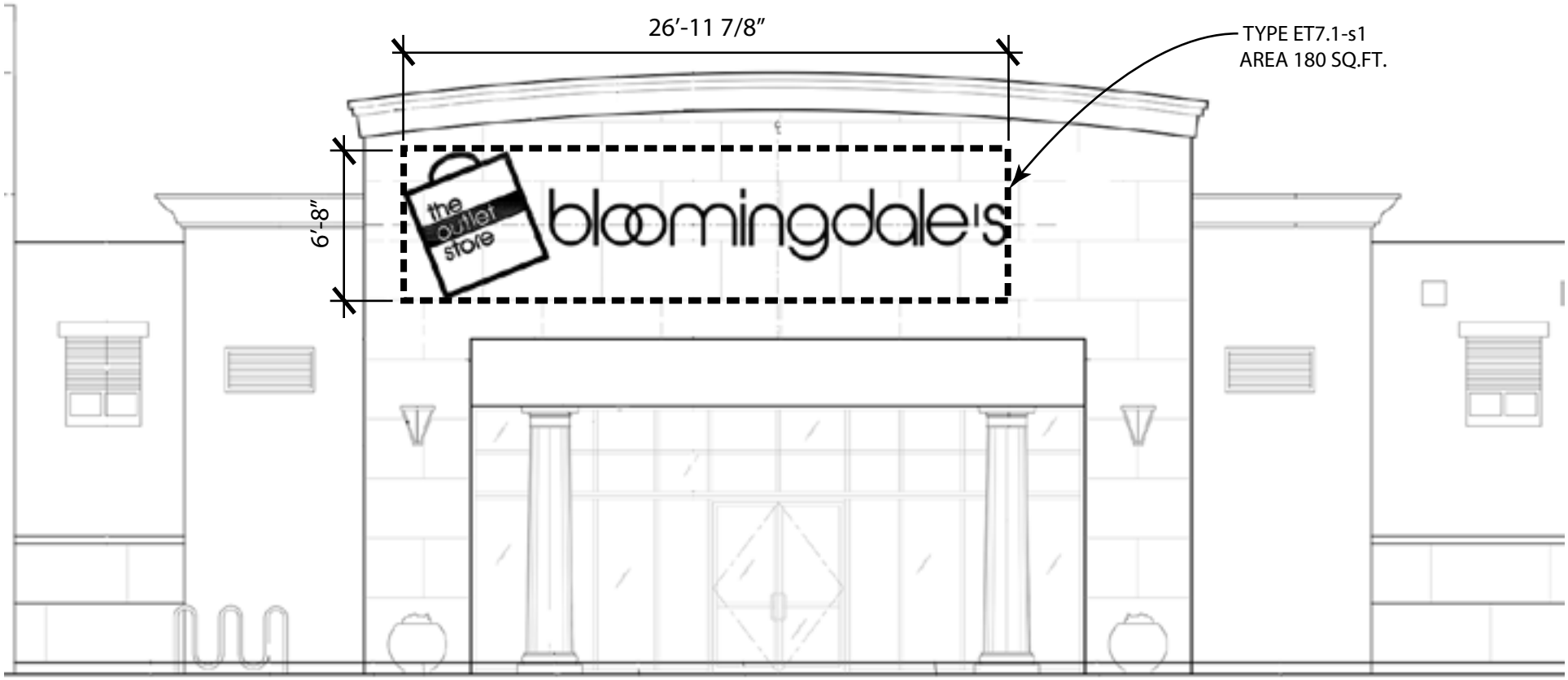
Status: Existing to Remain



Sign Type ET7

Bloomingdales Entry Sign

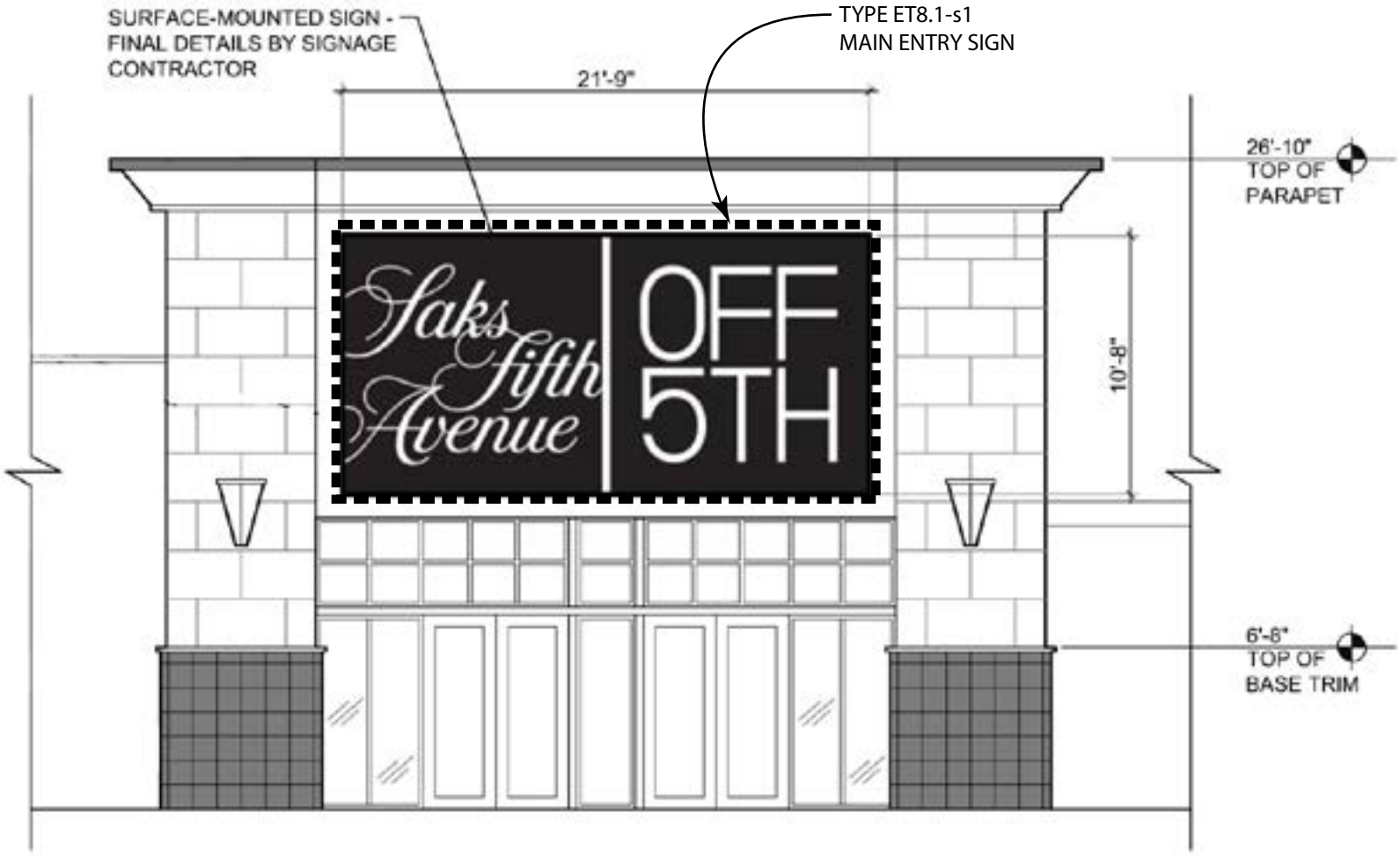
Status: Existing to Remain



Sign Type ET8

Off Fifth Saks Fifth Avenue Entry Sign

Status: Existing to Remain



1 STOREFRONT ELEVATION

Sign Type ET8

Off Fifth Saks Fifth Avenue Trellis Sign

Status: Existing to Remain

Sign Type ET9

Corner Tenant Storefront Sign

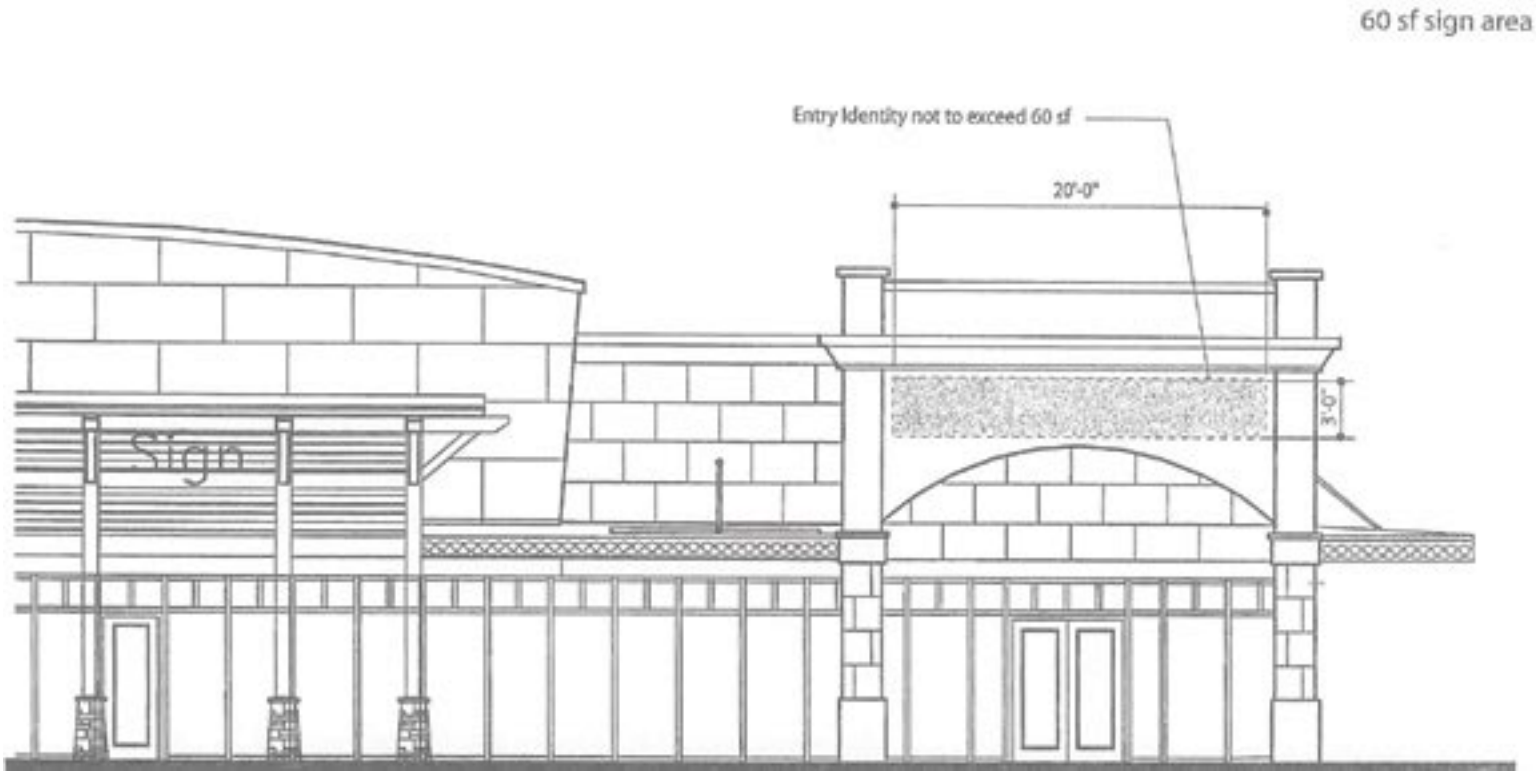
Status: Existing to Remain

Sign Type ET10

Surface Mounted Storefront Sign

Status: Existing to Remain

May be multi-tenant sign

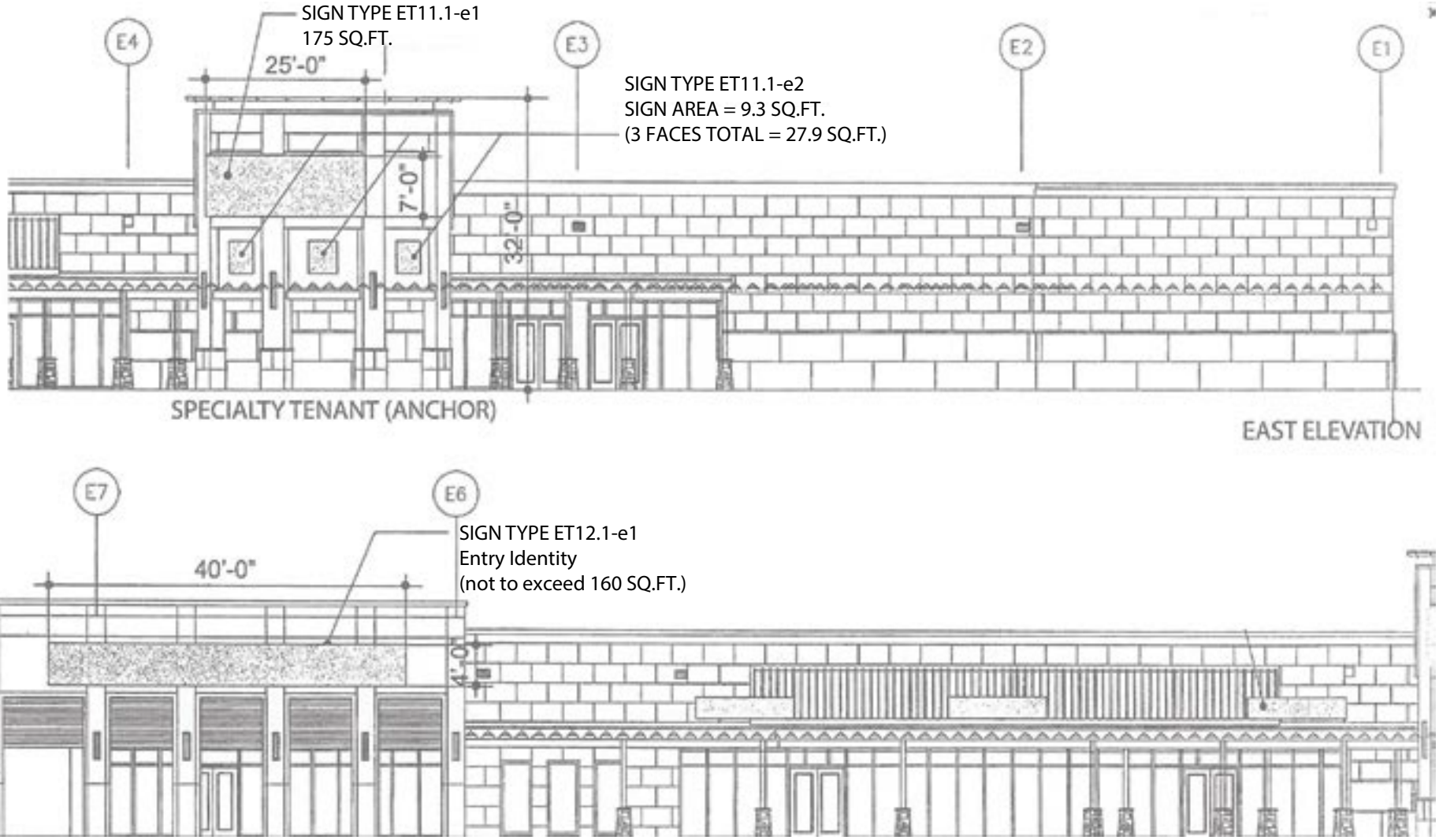


Sign Type ET11/ET12

Tenant Storefront Sign

Status: Existing to Remain

Sign types ET12.1-e1 and ET11.1-e1 may be multi-tenant signs

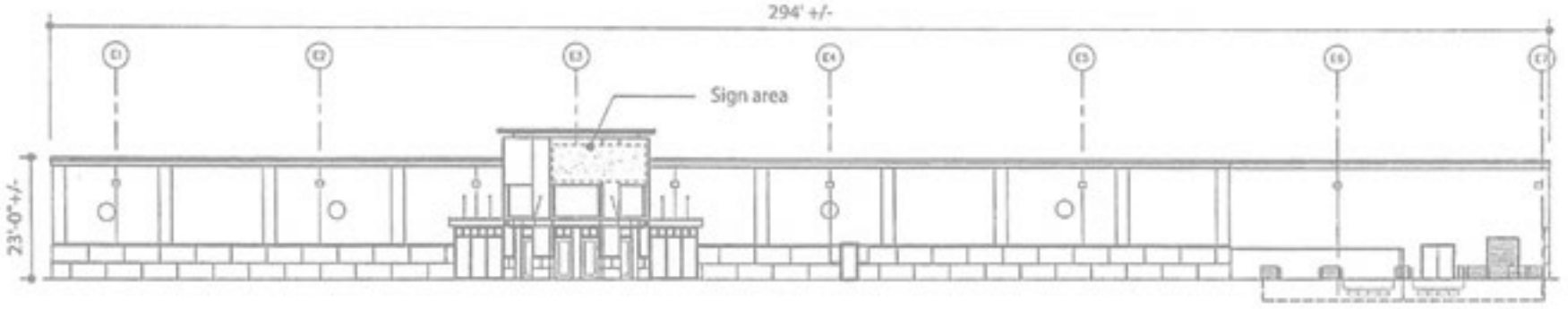


Sign Type ET13

Tenant Storefront Sign

Status: Existing to Remain

SPECIALTY TENANT (ANCHOR)
WEST ELEVATION (Partial Detail)

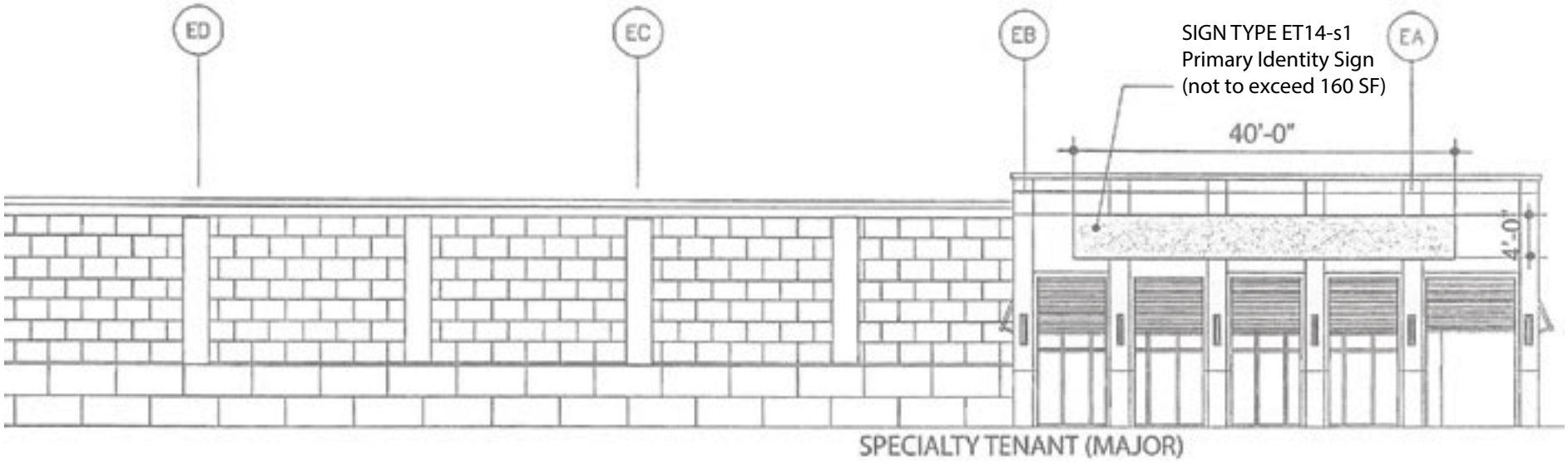


WEST ELEVATION

Sign Type ET14

Specialty Tenant Identity

Status: Existing to Remain



Sign Type ET15/ET16

Specialty Tenant

Status: Existing to Remain

ET15

Sign at 2 locations on tower
(130 sf main + 20 sf tagline)
150 sf total area each location
(300 sf total area)

EAST TOWER (Existing Photo)

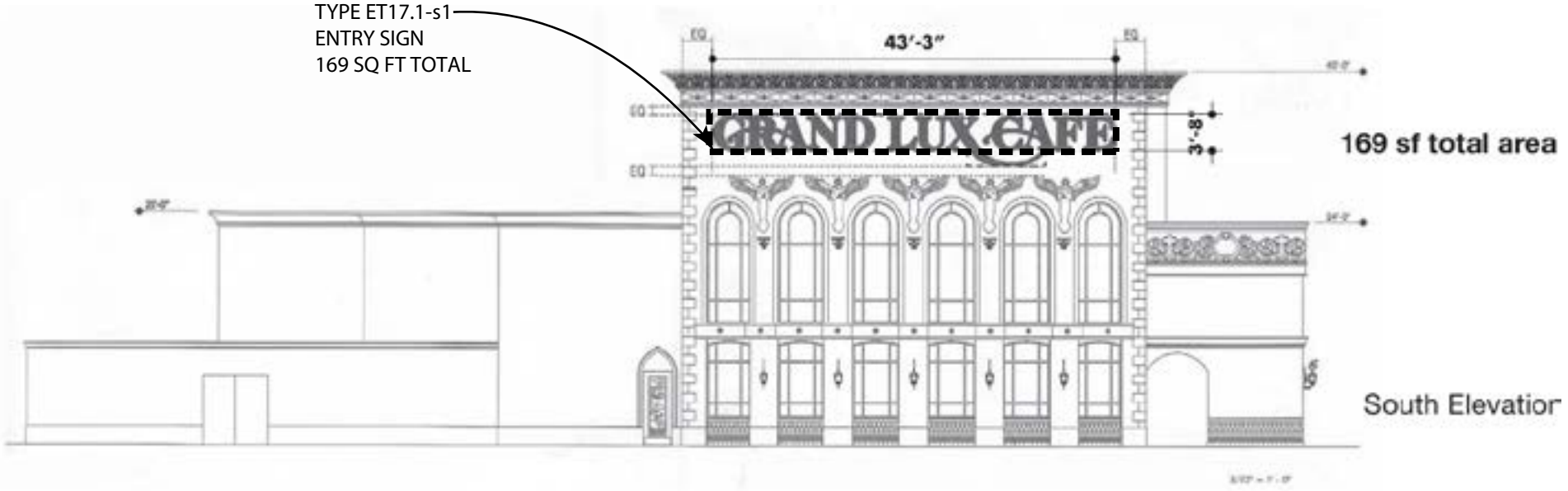
ET16
Sign at 2 locations on tower
(78 sf main + 20 sf tagline)
98 sf total area each location
(196 sf total area)

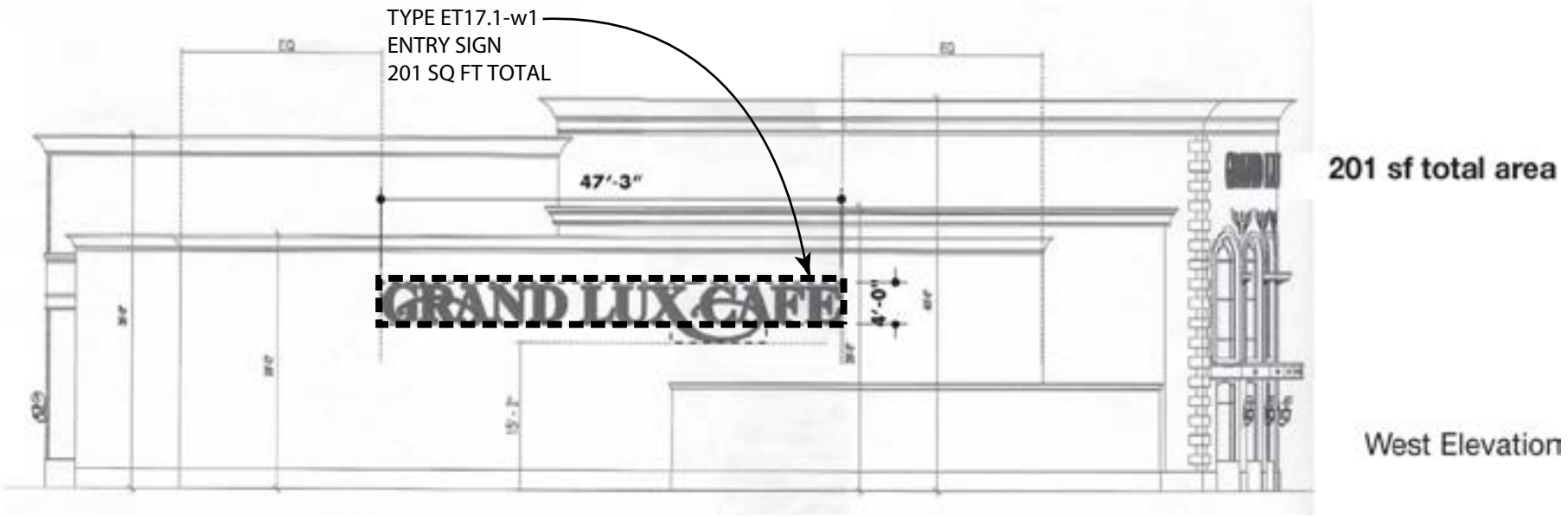
WEST TOWER ELEVATION (Partial Detail)

Sign Type ET17

Grand Lux Cafe

Status: Existing to Remain

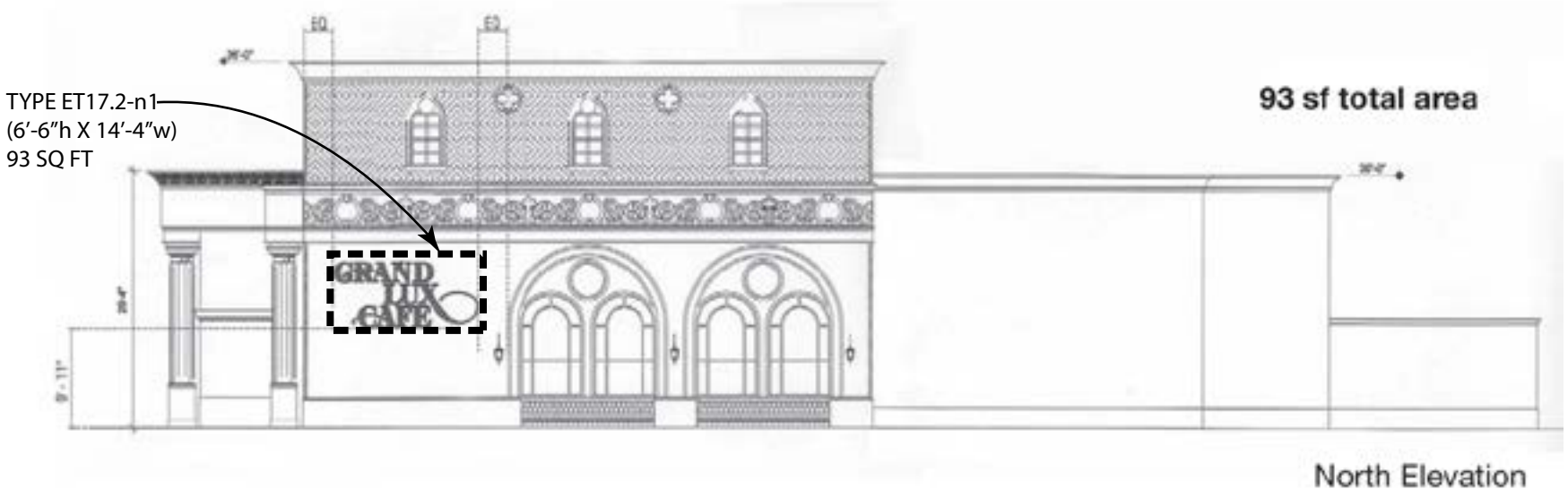




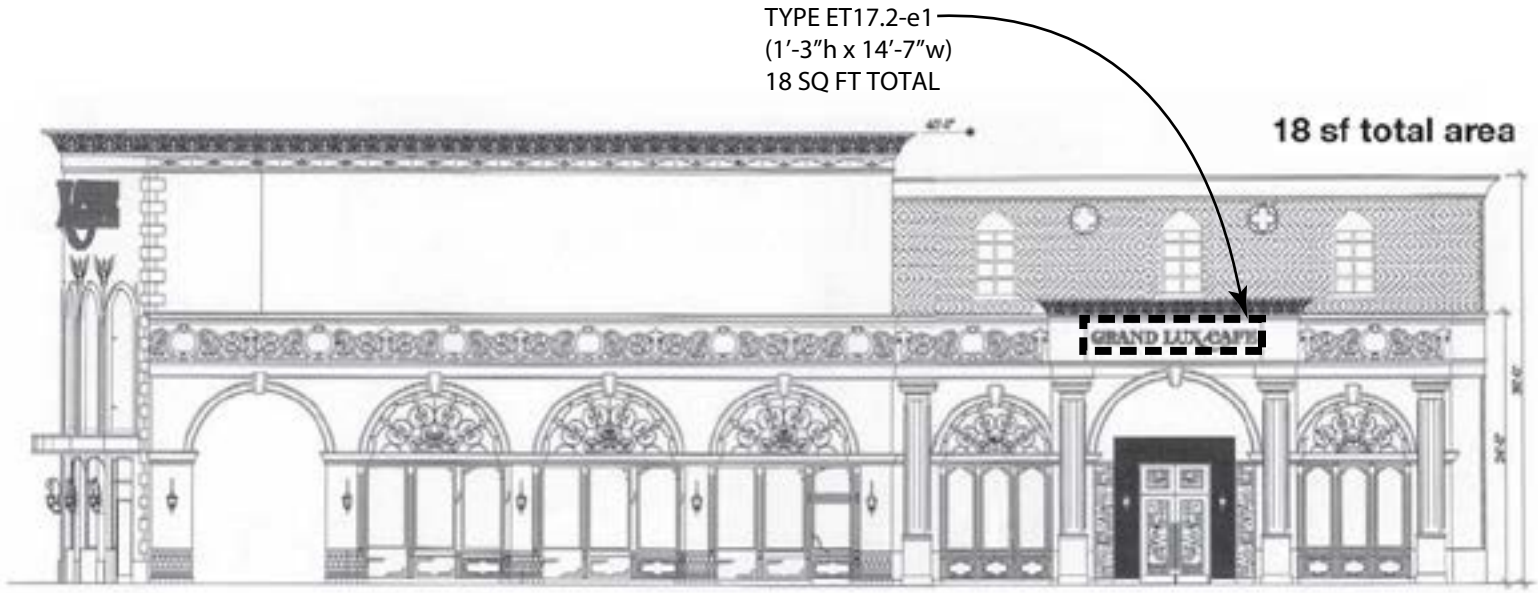
Sign Type ET17

Grand Lux Cafe

Status: Existing to Remain



North Elevation

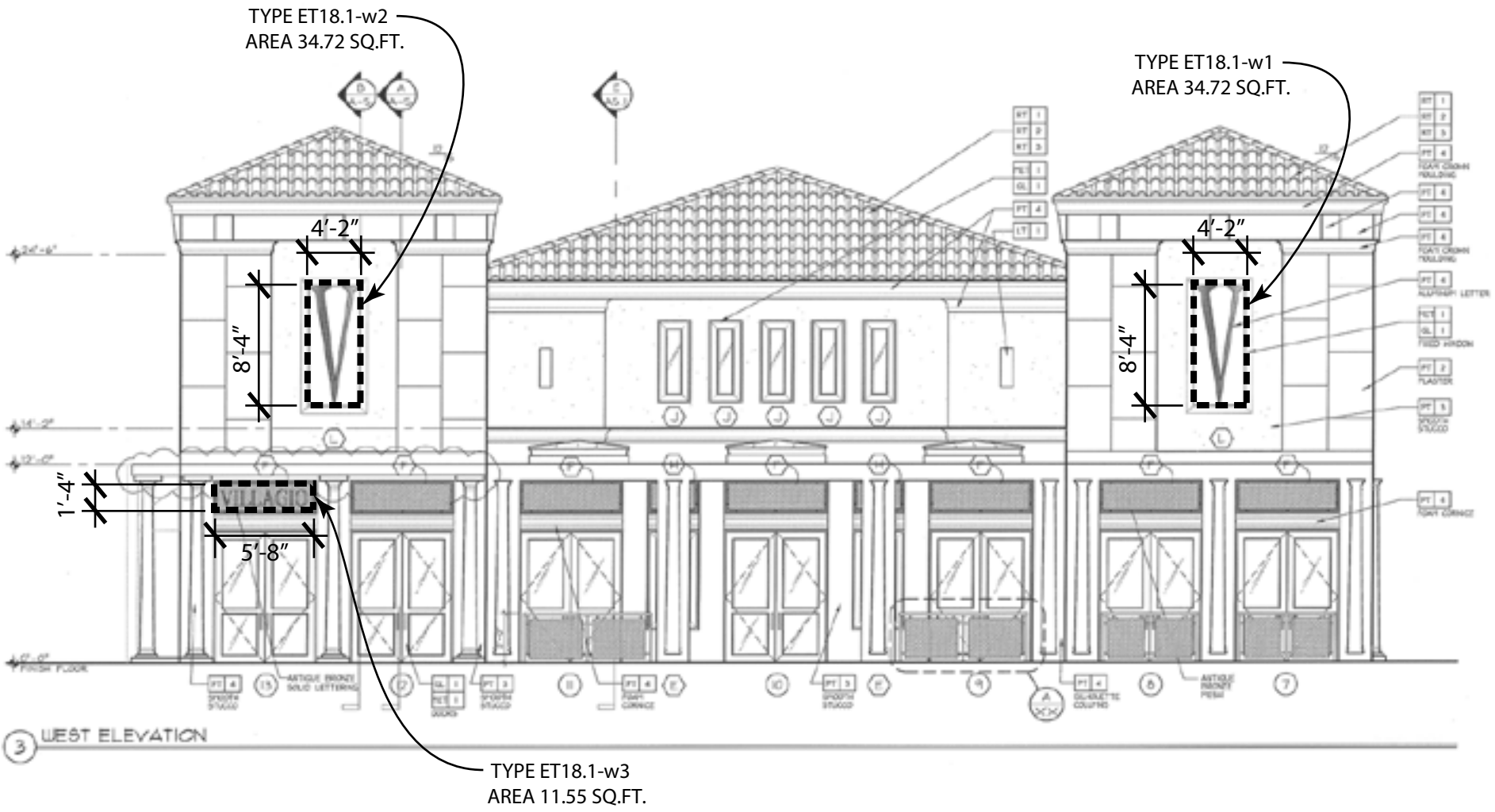


East Elevation

Sign Type ET18

Villagio

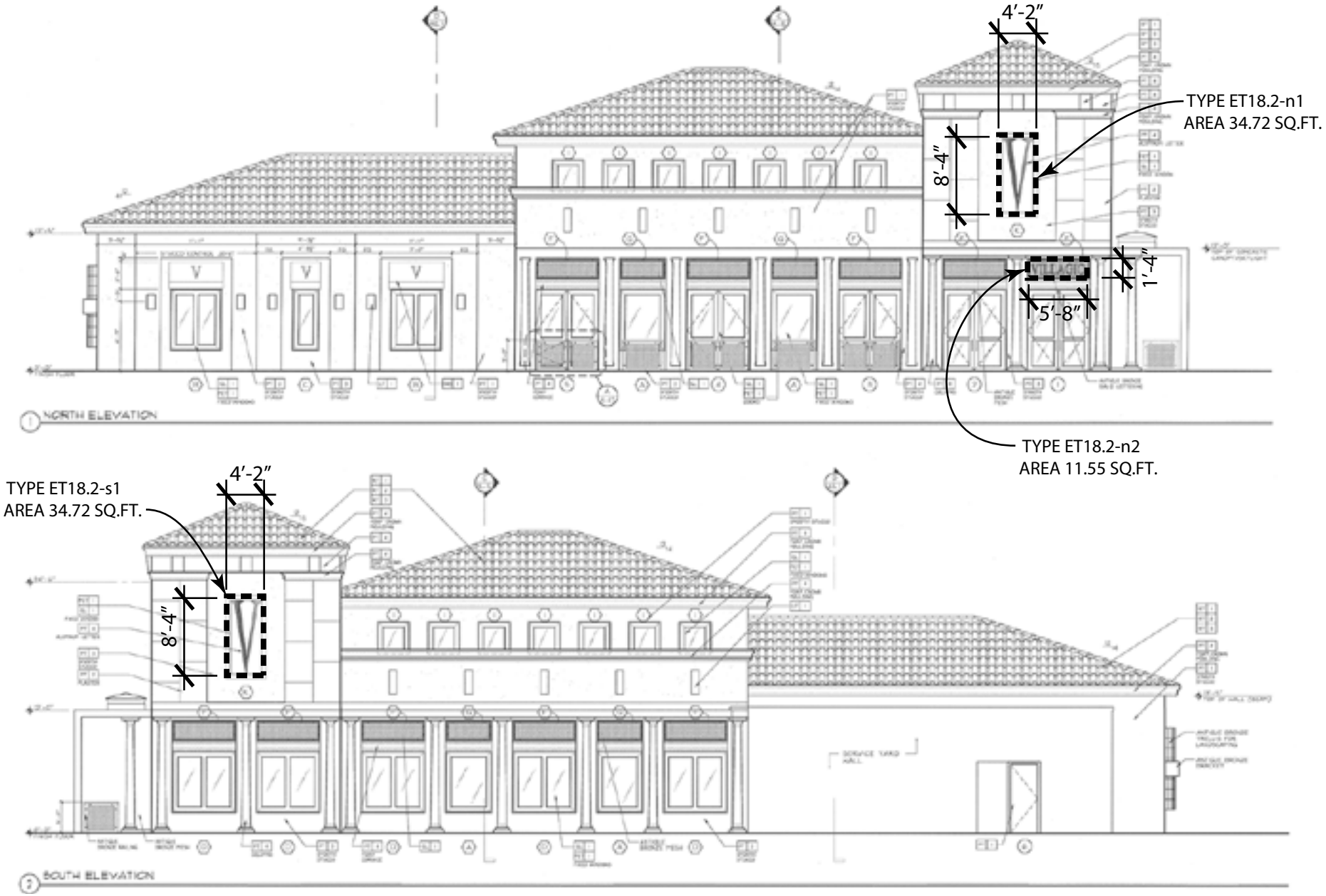
Status: Existing to Remain



Sign Type ET18

Villagio

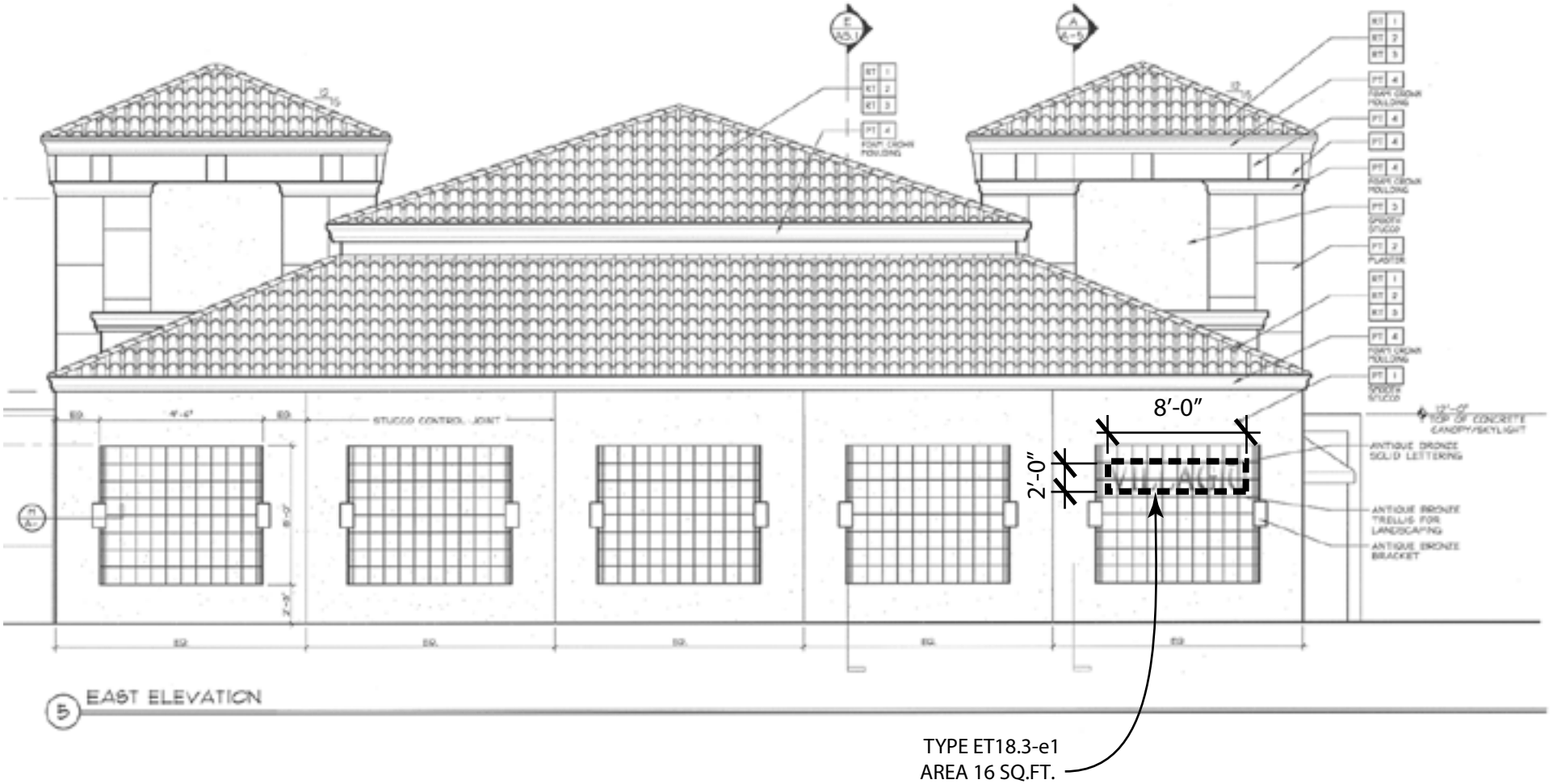
Status: Existing to Remain



Sign Type ET18

Villagio

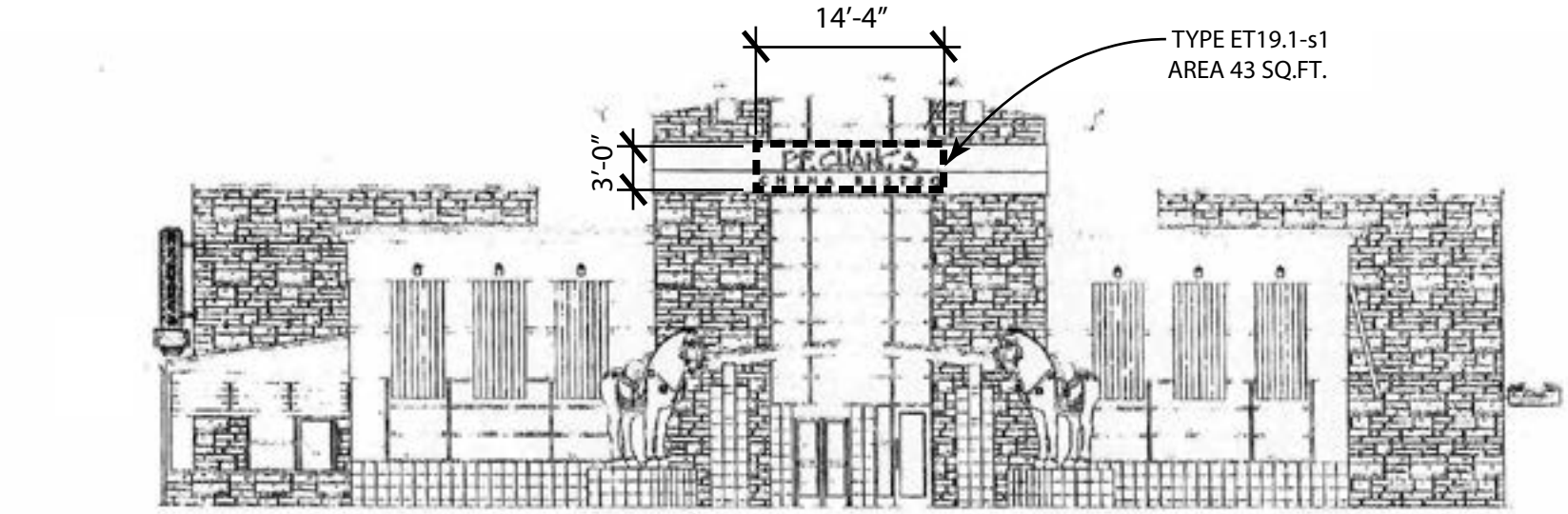
Status: Existing to Remain

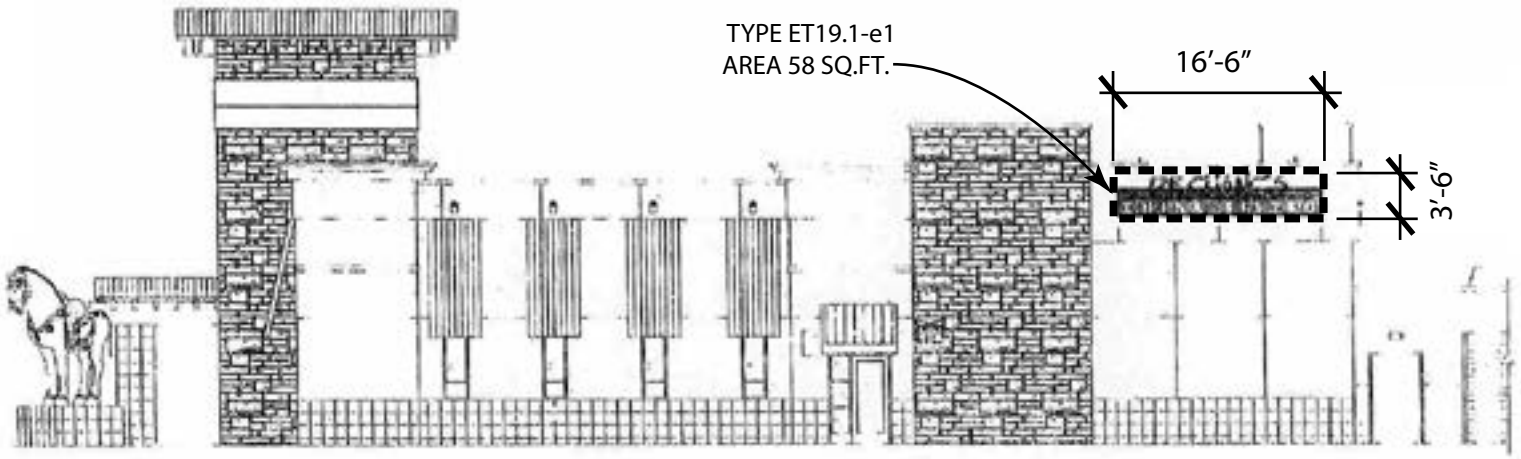


Sign Type ET19

PF Changs

Status: Existing to Remain

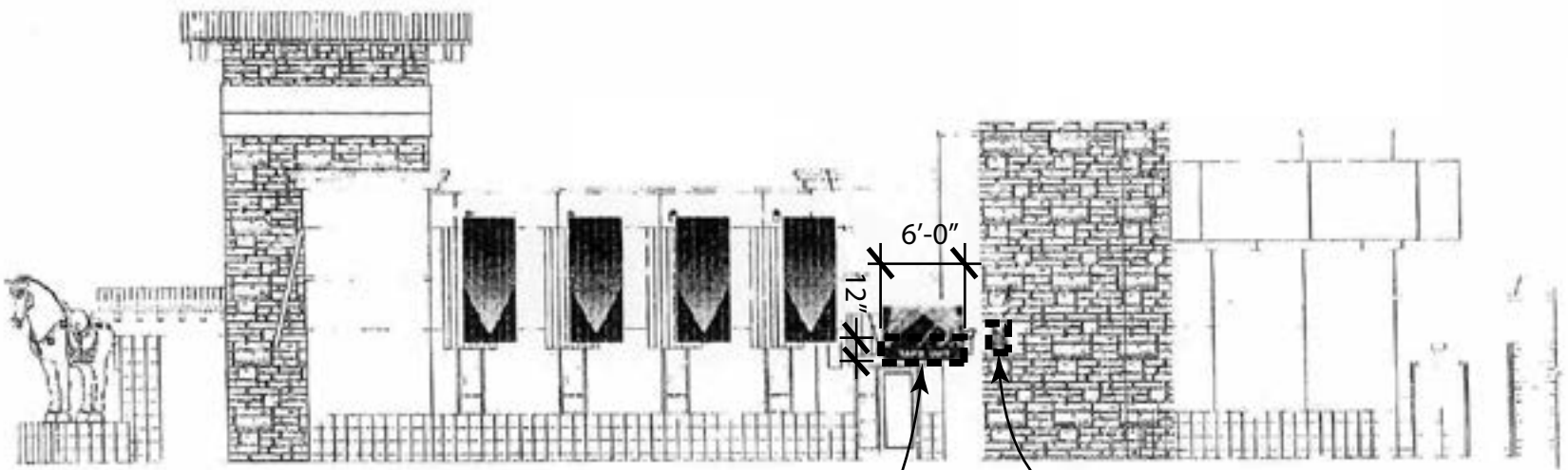




Sign Type ET19

PF Changs

Status: Existing to Remain

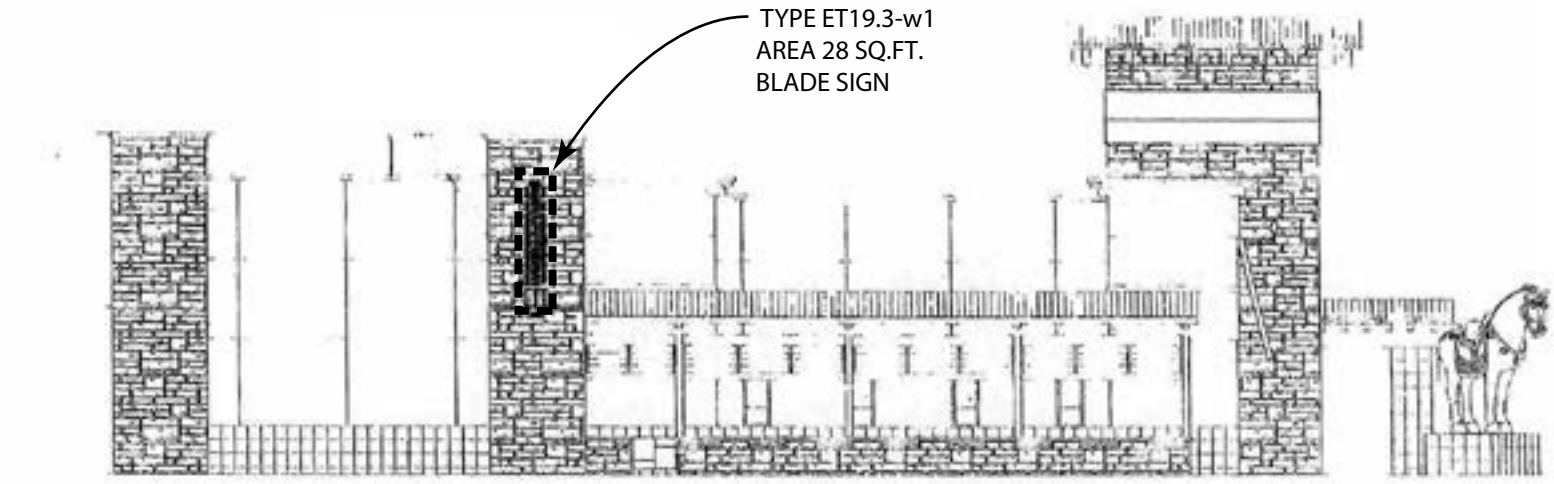


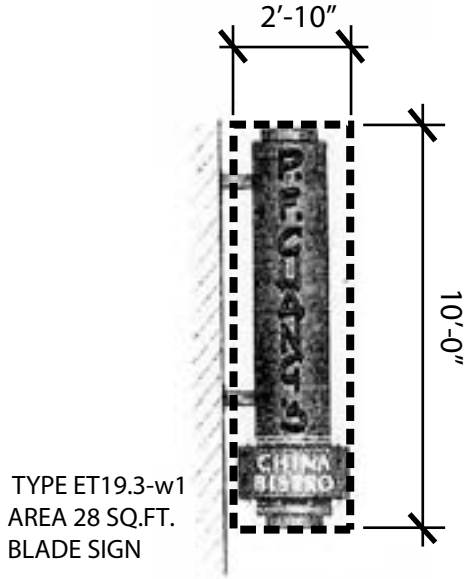
TYPE ET19.2-e3
AREA 16 SQ.FT.
BLADE SIGN

Sign Type ET19

PF Changs

Status: Existing to Remain

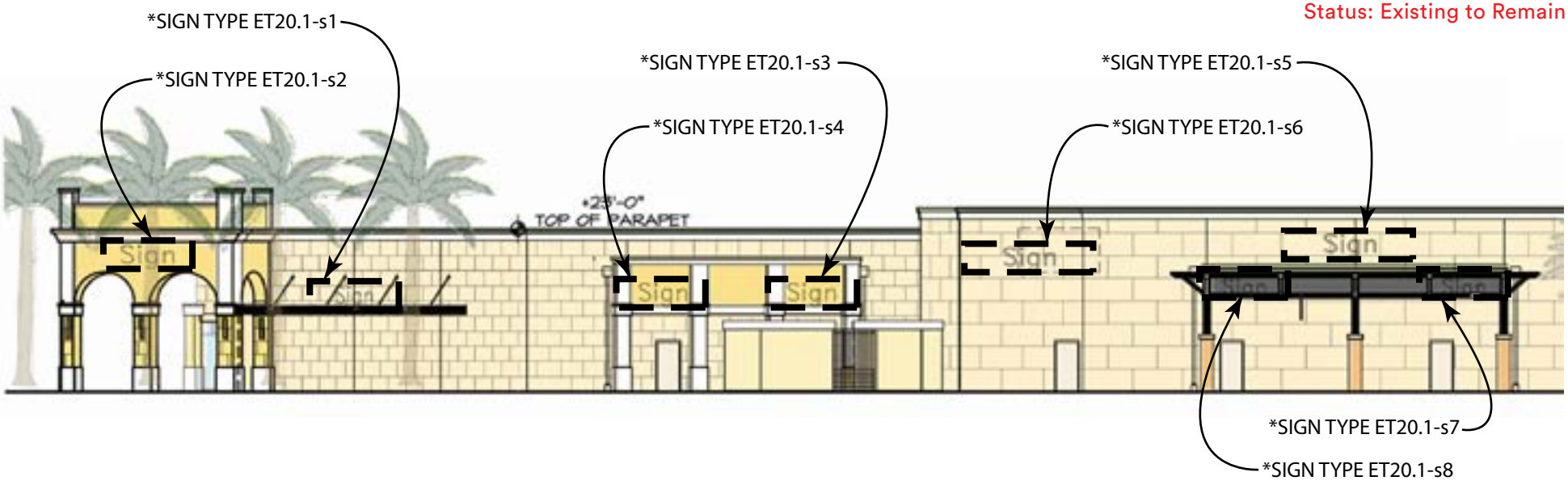


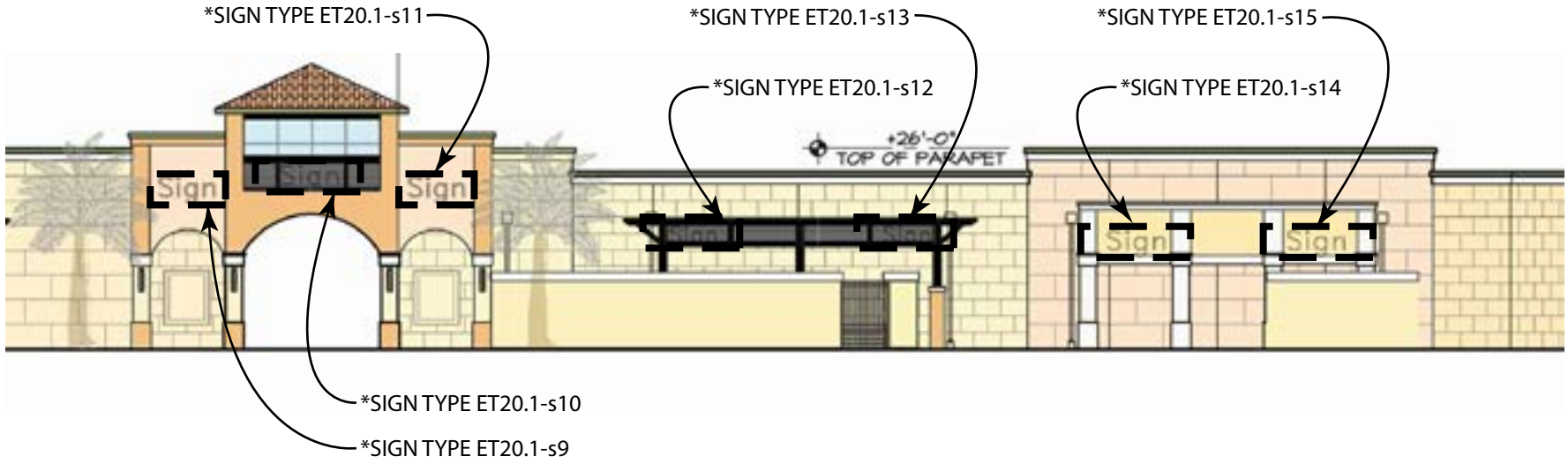


Sign Type ET20

Specialty Tenant Storefront Signs

Status: Existing to Remain



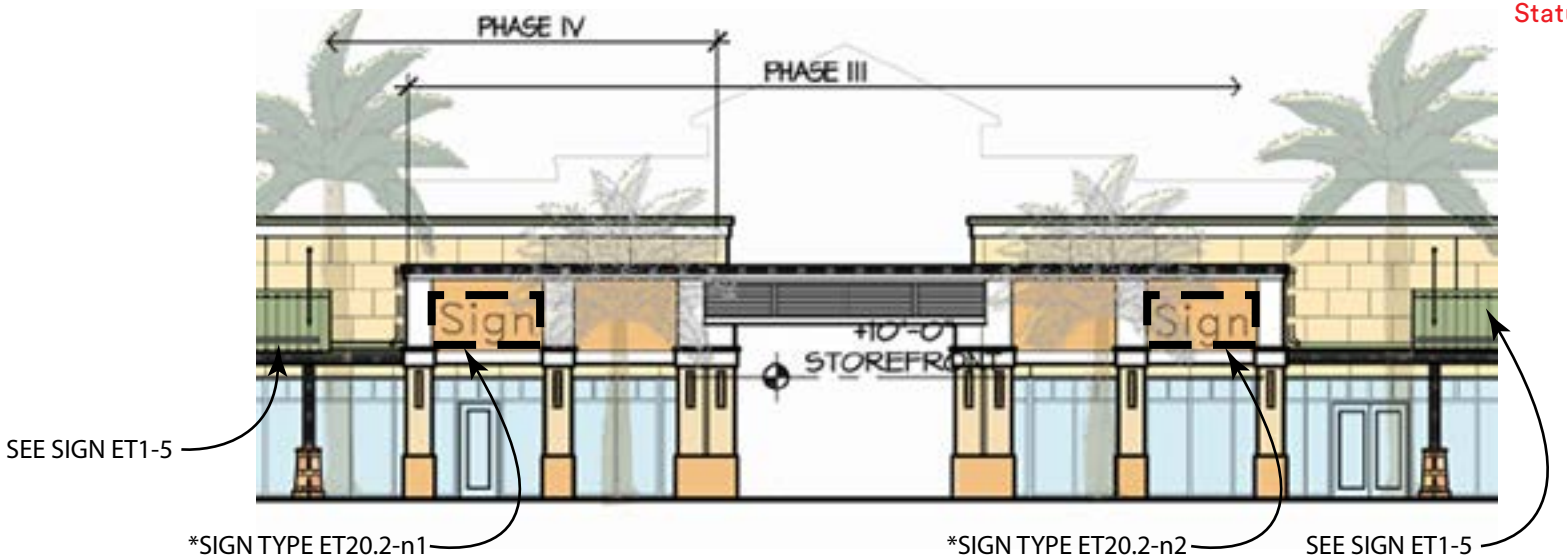


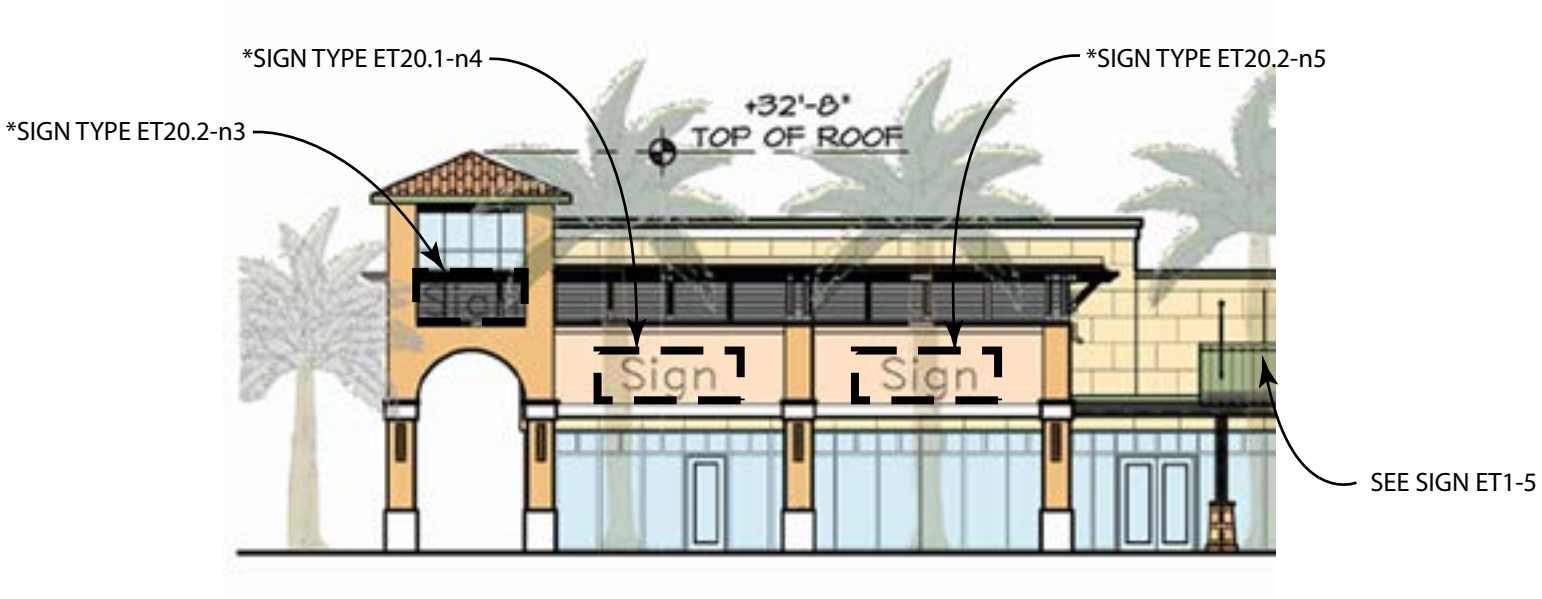
*NOTE: SIGNS SHALL BE MOUNTED IN AREA APPROVED BY LANDLORD WHICH MAY INCLUDE BUT ARE NOT LIMITED TO AREAS OUTLINED ABOVE.
THE TOTAL AREA FOR EACH SIGN SHOWN SHALL NOT EXCEED 100 SF. NO EXPOSED NEON. THE NUMBER OF SIGNS PROPOSED IS AS SHOWN.

Sign Type ET20

Specialty Tenant Storefront Signs

Status: Existing to Remain



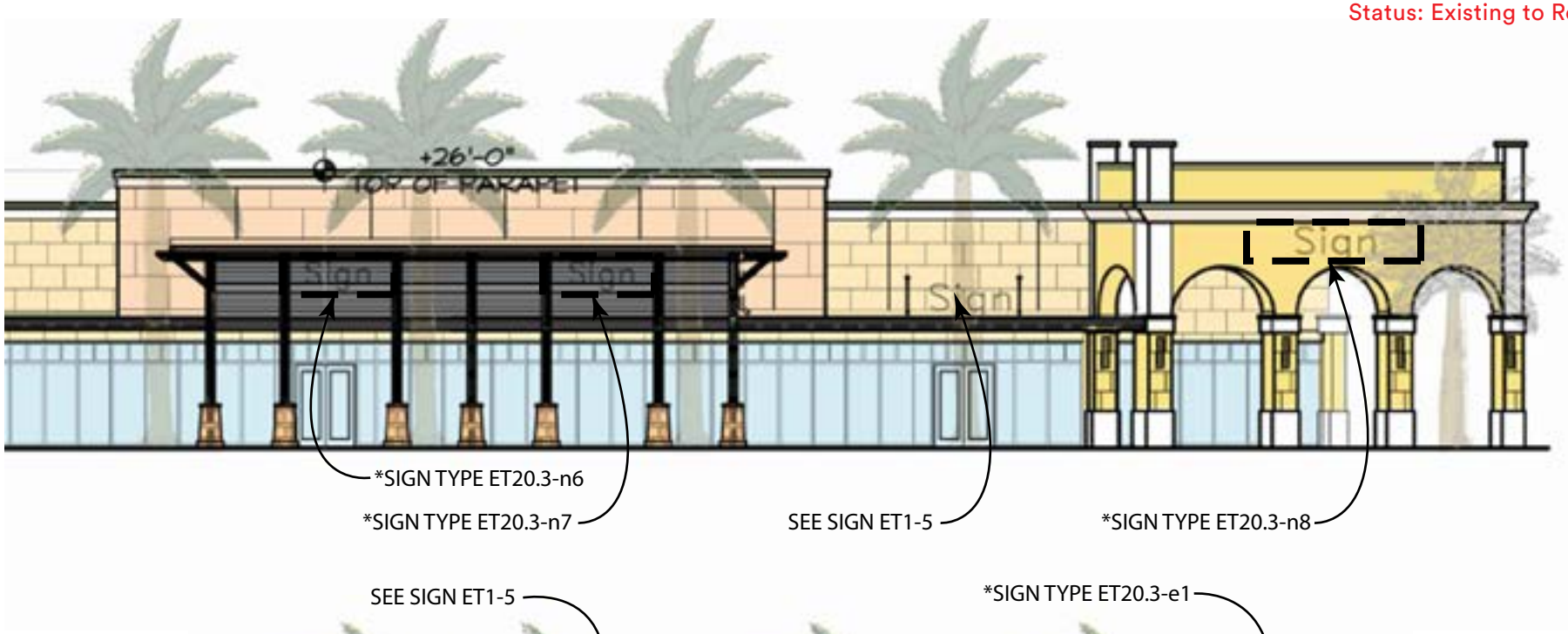


*NOTE: SIGNS SHALL BE MOUNTED IN AREA APPROVED BY LANDLORD WHICH MAY INCLUDE BUT ARE NOT LIMITED TO AREAS OUTLINED ABOVE. THE TOTAL AREA FOR EACH SIGN SHOWN SHALL NOT EXCEED 100 SF. NO EXPOSED NEON. THE NUMBER OF SIGNS PROPOSED IS AS SHOWN.

Sign Type ET20

Specialty Tenant Storefront Signs

Status: Existing to Remain

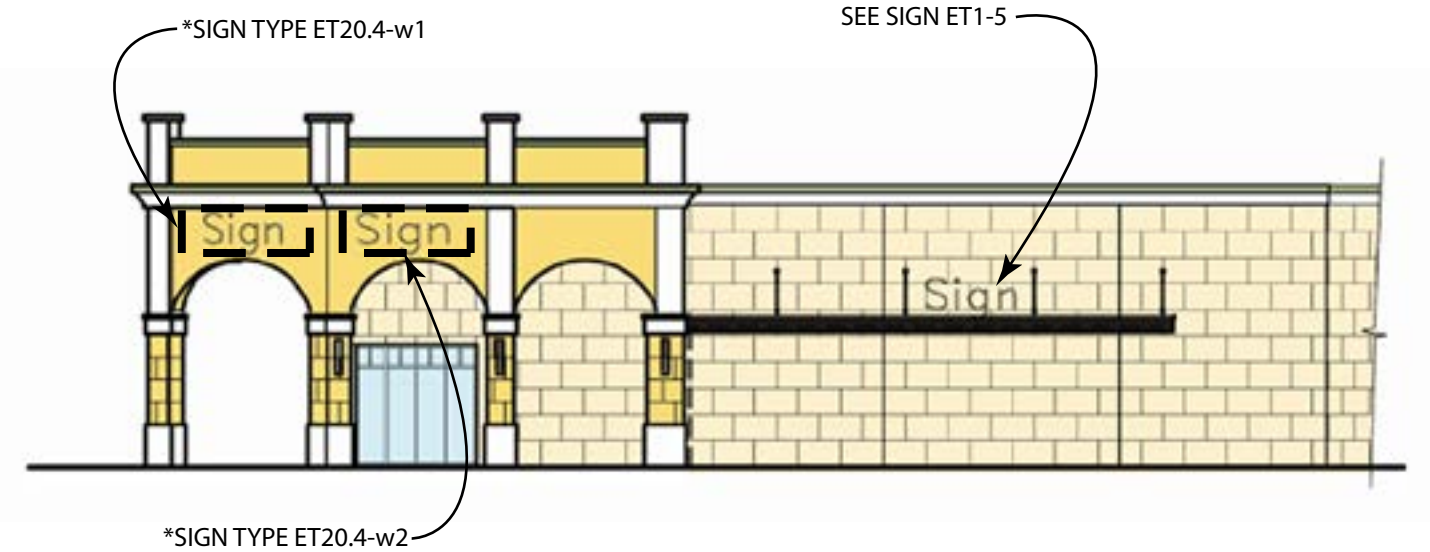


*NOTE: SIGNS SHALL BE MOUNTED IN AREA APPROVED BY LANDLORD WHICH MAY INCLUDE BUT ARE NOT LIMITED TO AREAS OUTLINED ABOVE. THE TOTAL AREA FOR EACH SIGN SHOWN SHALL NOT EXCEED 100 SF. NO EXPOSED NEON. THE NUMBER OF SIGNS PROPOSED IS AS SHOWN.

Sign Type ET20

Specialty Tenant Storefront Signs

Status: Existing to Remain

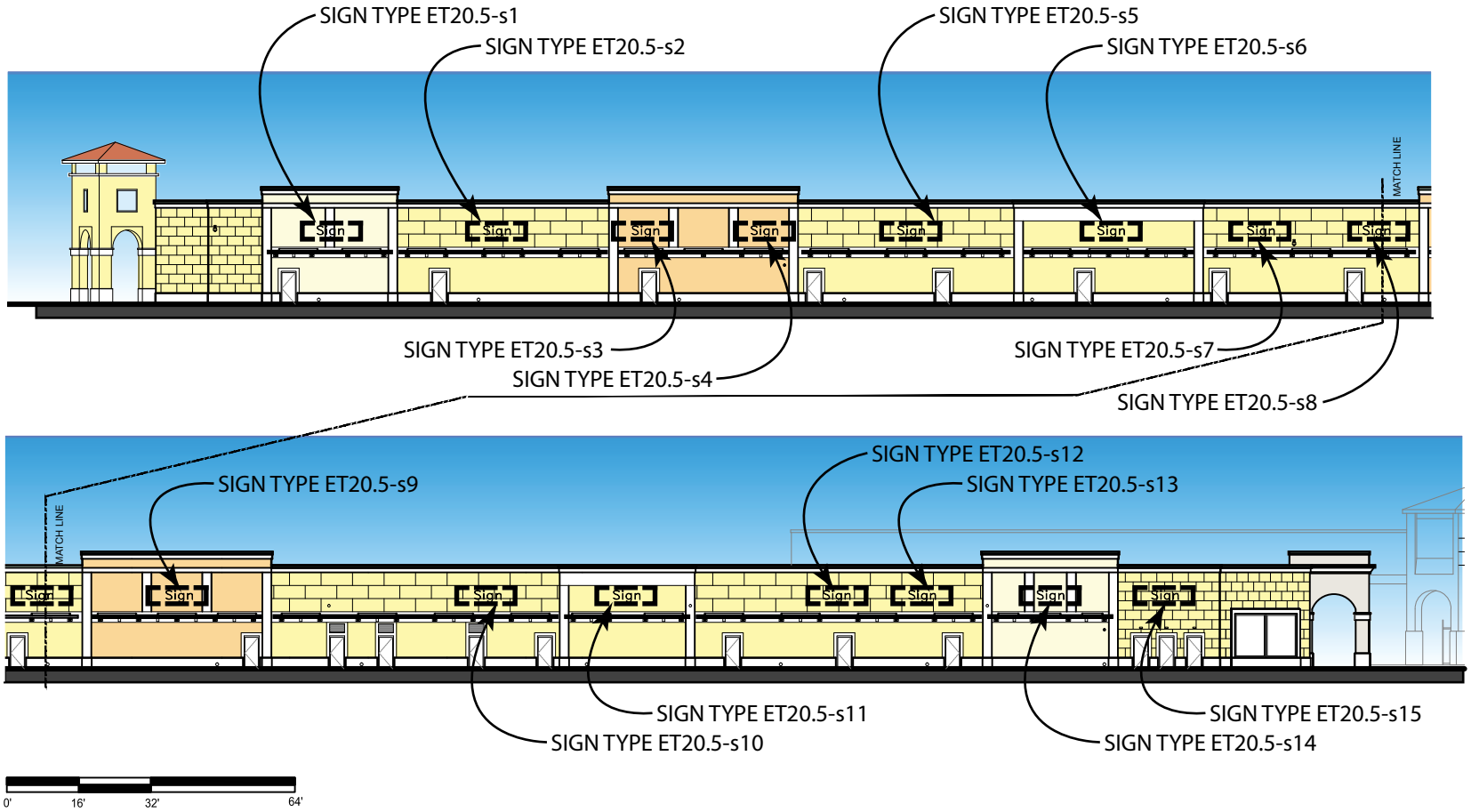


*NOTE: SIGNS SHALL BE MOUNTED IN AREA APPROVED BY LANDLORD WHICH MAY INCLUDE BUT ARE NOT LIMITED TO AREAS OUTLINED ABOVE. THE TOTAL AREA FOR EACH SIGN SHOWN SHALL NOT EXCEED 100 SF. NO EXPOSED NEON. THE NUMBER OF SIGNS PROPOSED IS AS SHOWN.

Sign Type ET20

Specialty Tenant Storefront Signs

Status: Existing to Remain



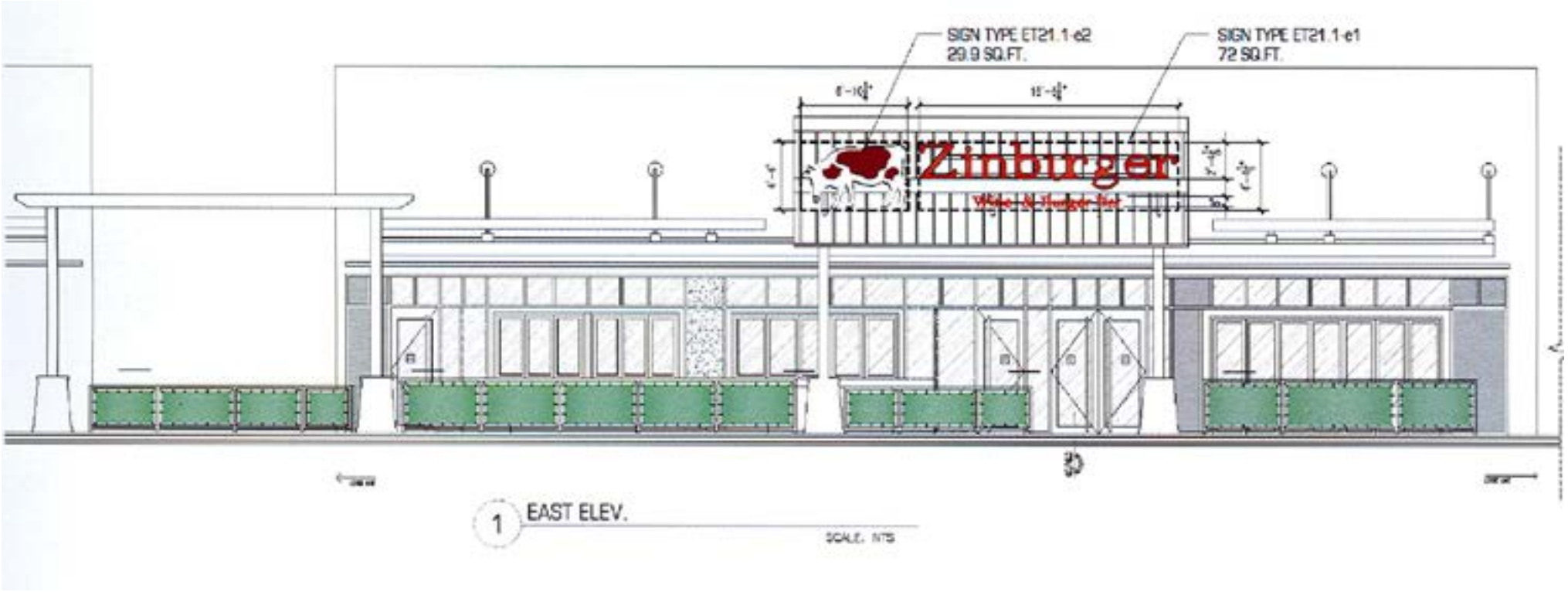
GRAPHIC SCALE

*NOTE: SIGNS SHALL BE MOUNTED IN AREA APPROVED BY LANDLORD WHICH MAY INCLUDE BUT ARE NOT LIMITED TO AREAS OUTLINED ABOVE. THE TOTAL AREA FOR EACH SIGN SHOWN SHALL NOT EXCEED 100 SF. NO EXPOSED NEON. THE NUMBER OF SIGNS PROPOSED IS AS SHOWN.

Sign Type ET21

Zinburger Restaurant

Status: Existing to Remain



Sign Type ET22

Matchbox Signage

Status: Existing to Remain

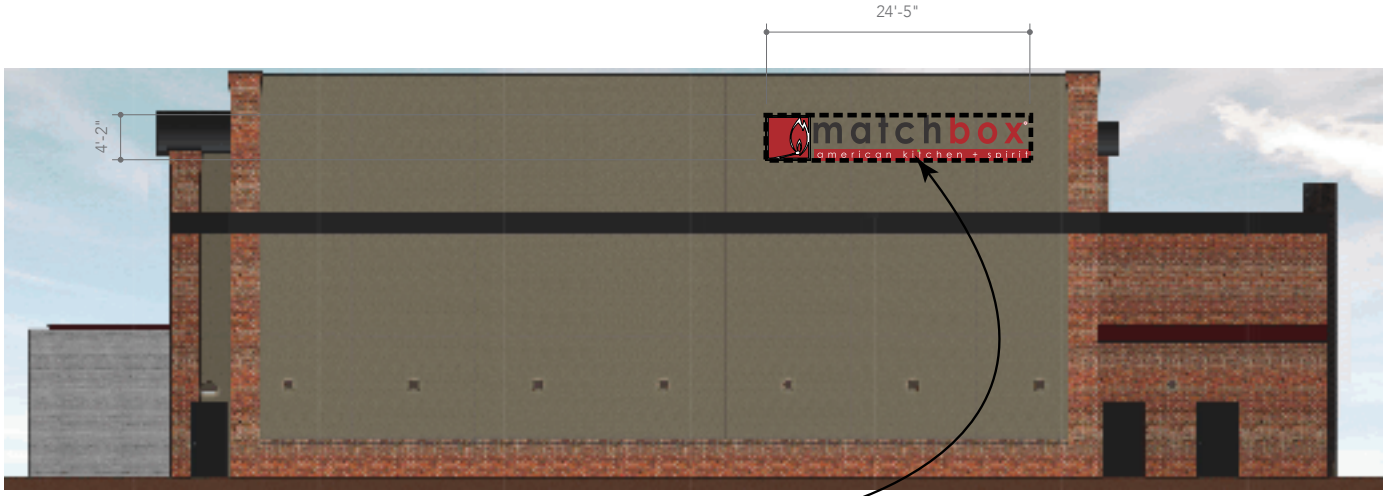
West Elevation

South Elevation

Sign Type ET22

Matchbox Signage

Status: Existing to Remain



East Elevation

SIGN TYPE ET22.6-e1
Area 102 SQ. FT.

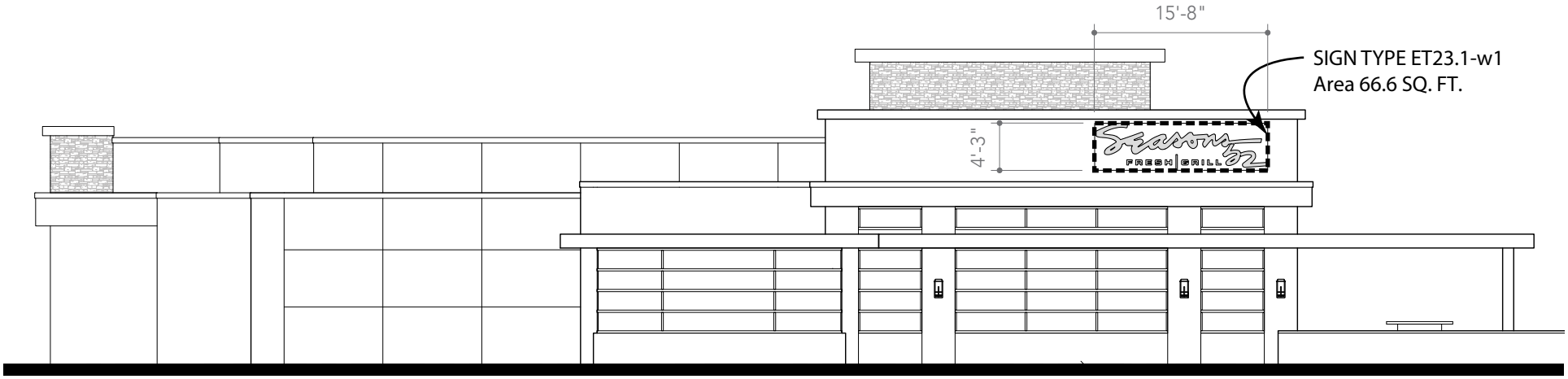
North Elevation

SIGN TYPE ET22.8-n2
Area 96.35 SQ. FT.

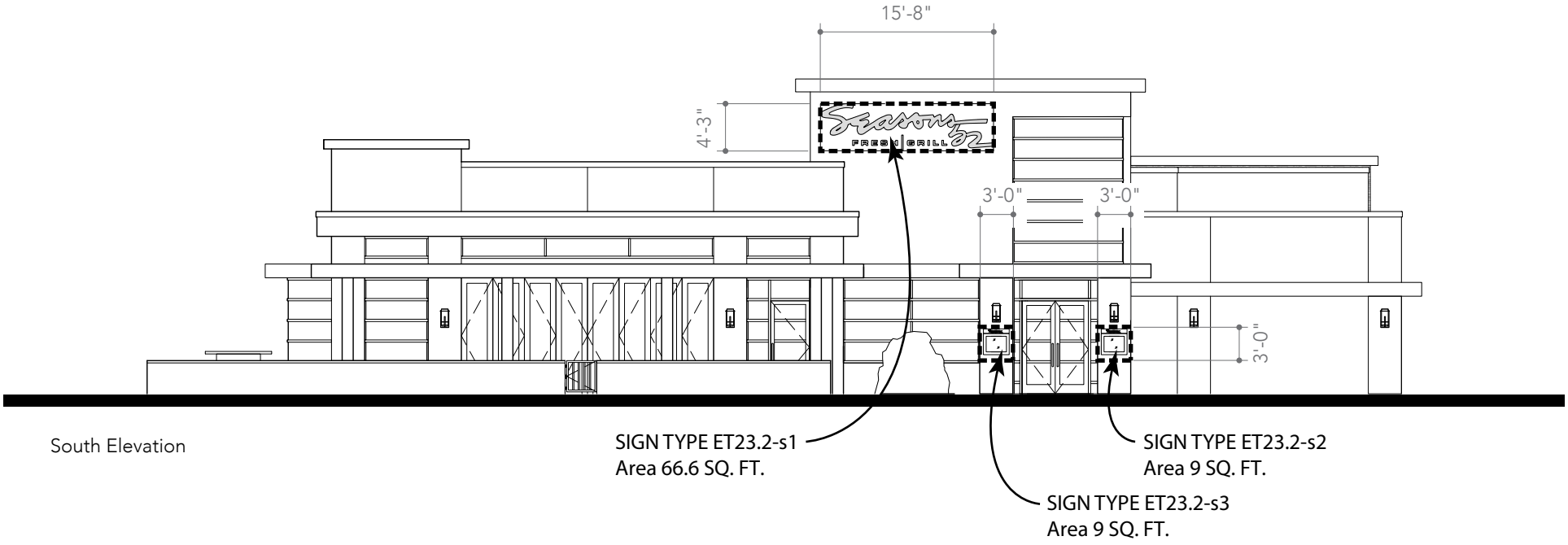
Sign Type ET23

Seasons 52 Signage

Status: Existing to Remain



West Elevation

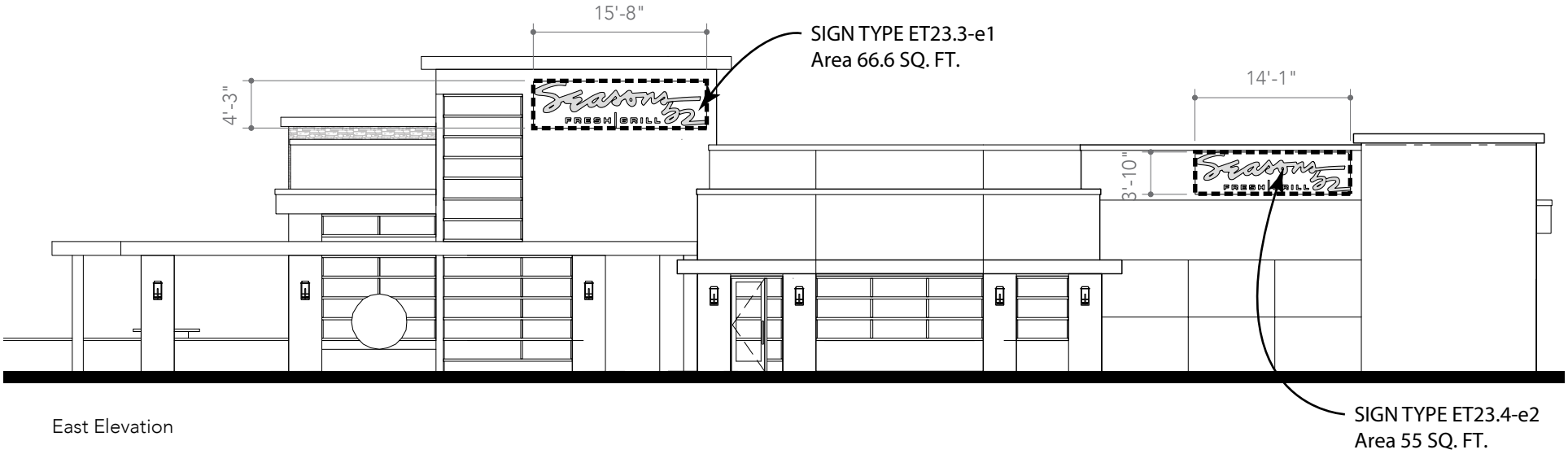


South Elevation

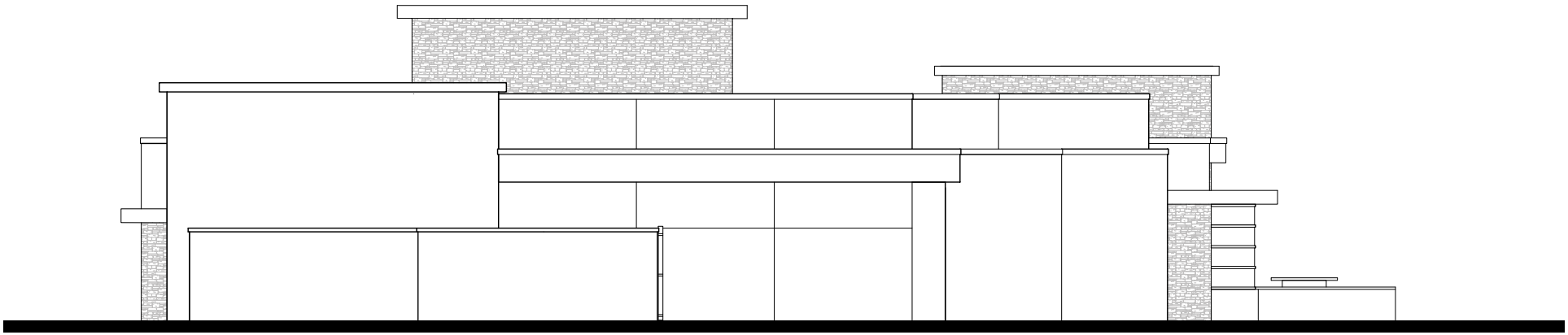
Sign Type ET23

Seasons 52 Signage

Status: Existing to Remain



East Elevation

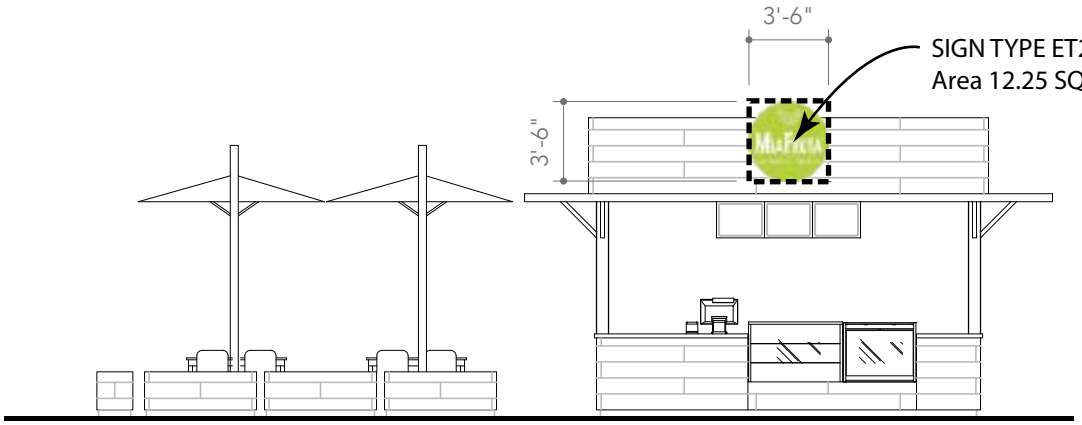


North Elevation

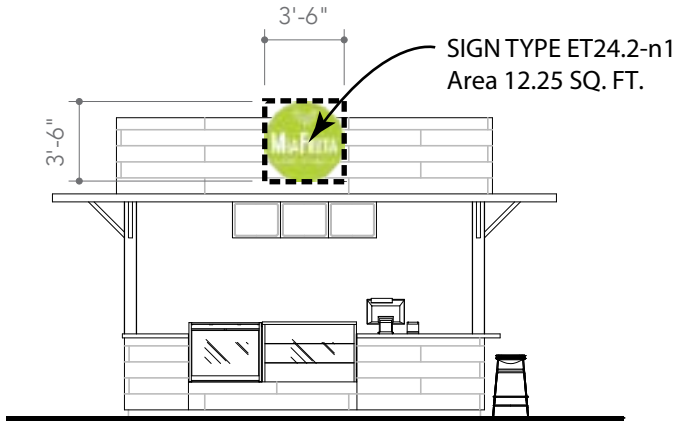
Sign Type ET24

Mia Fruta Signage

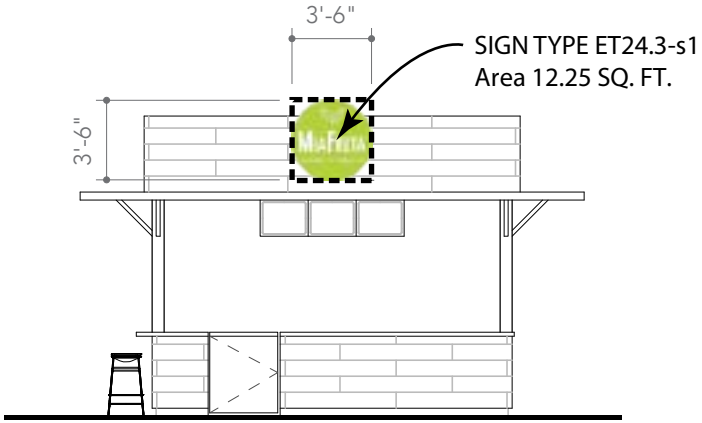
Status: Existing to Remain



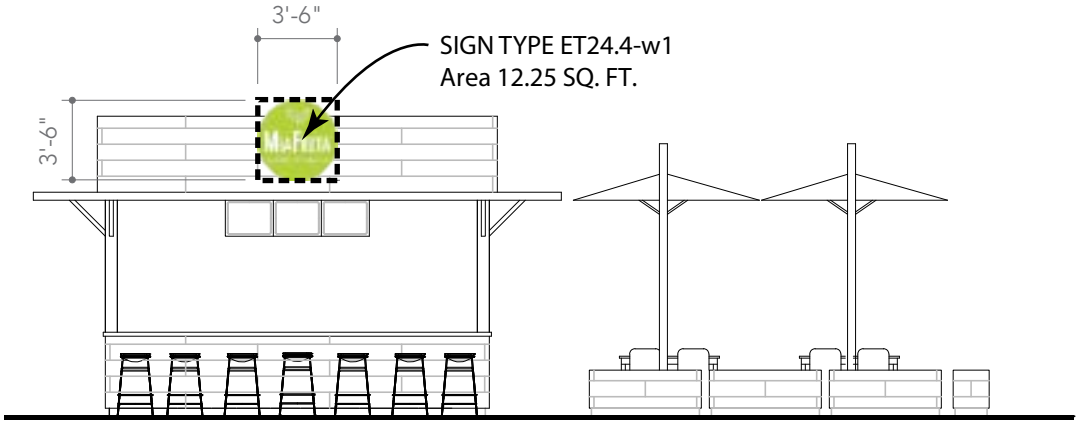
East Elevation



North Elevation



South Elevation

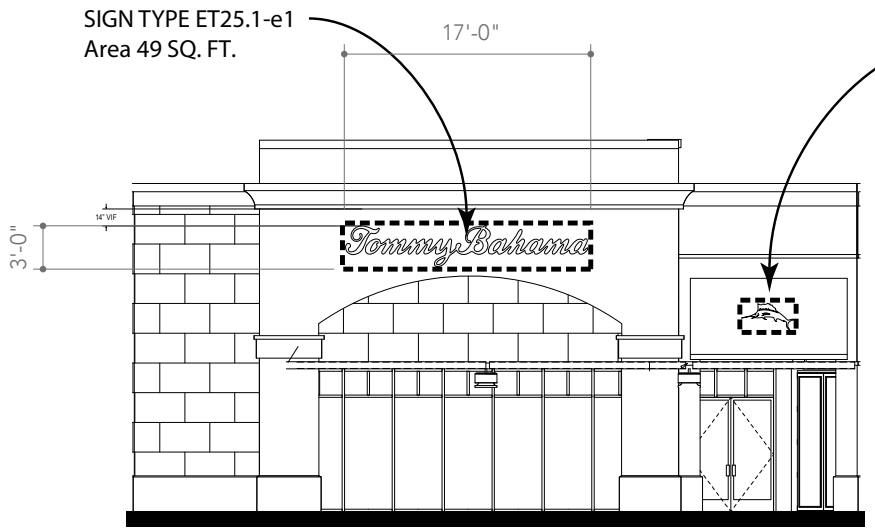


West Elevation

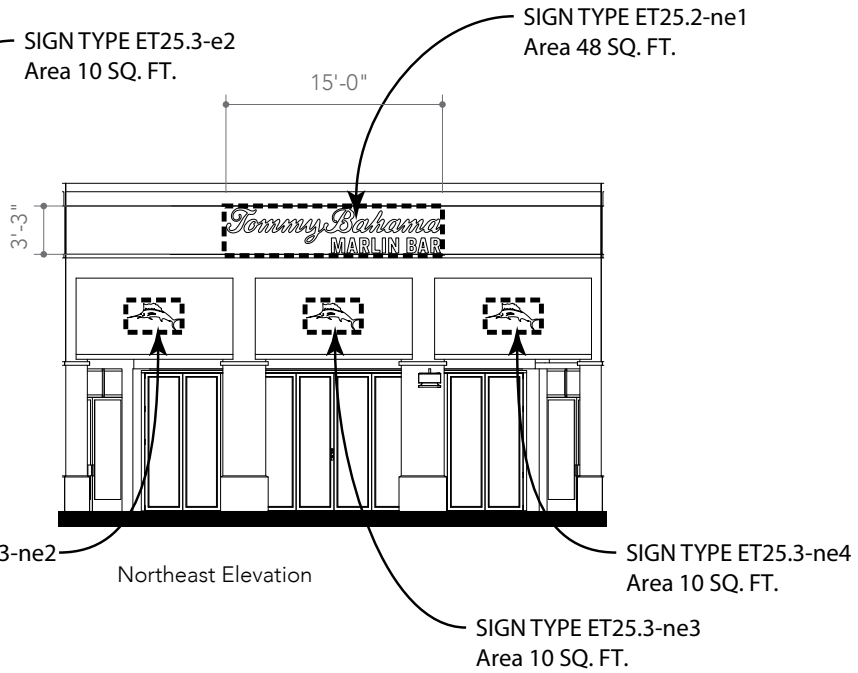
Sign Type ET25

Tommy Bahama Signage

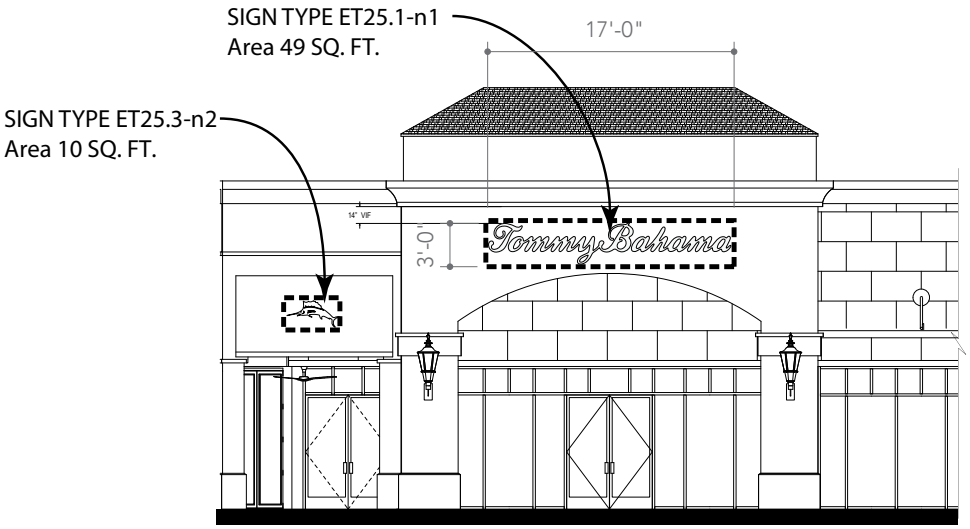
Status: New sign type and locations



East Elevation

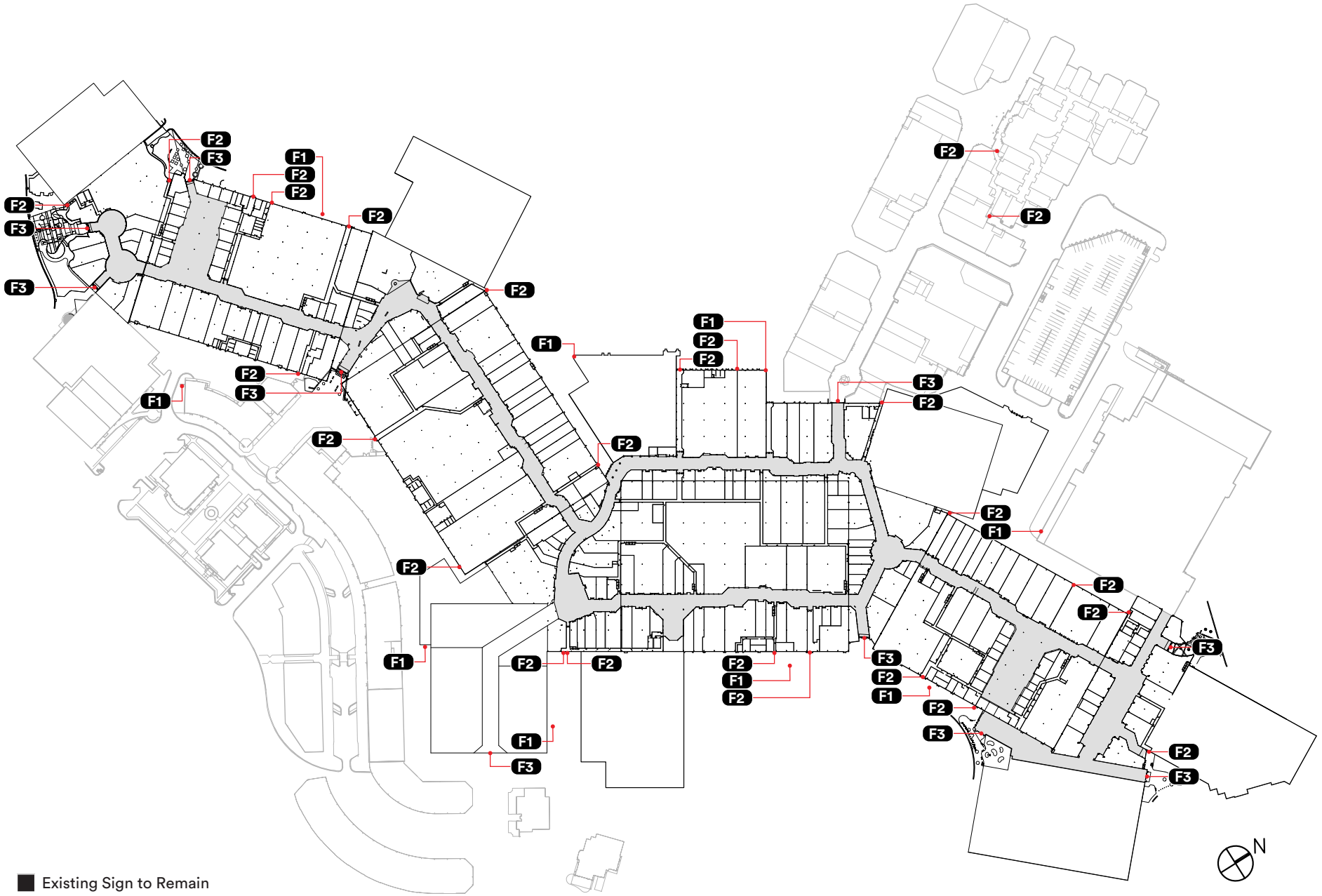


Northeast Elevation



North Elevation

Overall Site Signage Location Plan



Sign Type F1

Service Courts

Status: Existing to Remain

SINGLE SIDED SIGN

Total Area = 4 sq. ft.

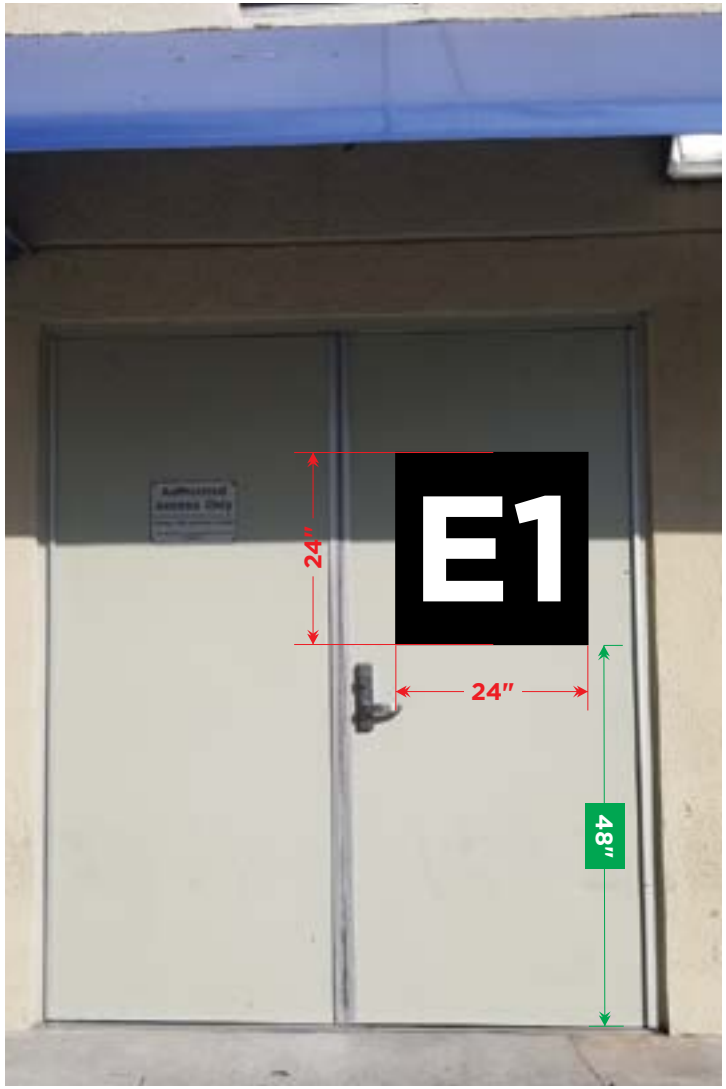
Sign Face Area = 4 sq. ft.

Copy Area = 4 sq. ft.

Sign Type F2

Exit Signs

Status: Existing to Remain



SINGLE SIDED SIGN

Total Area = 4 sq. ft.

Sign Face Area = 4 sq. ft.

Copy Area = 4 sq. ft.

Sign Type F3

Entry Number Decals

Status: Existing to Remain

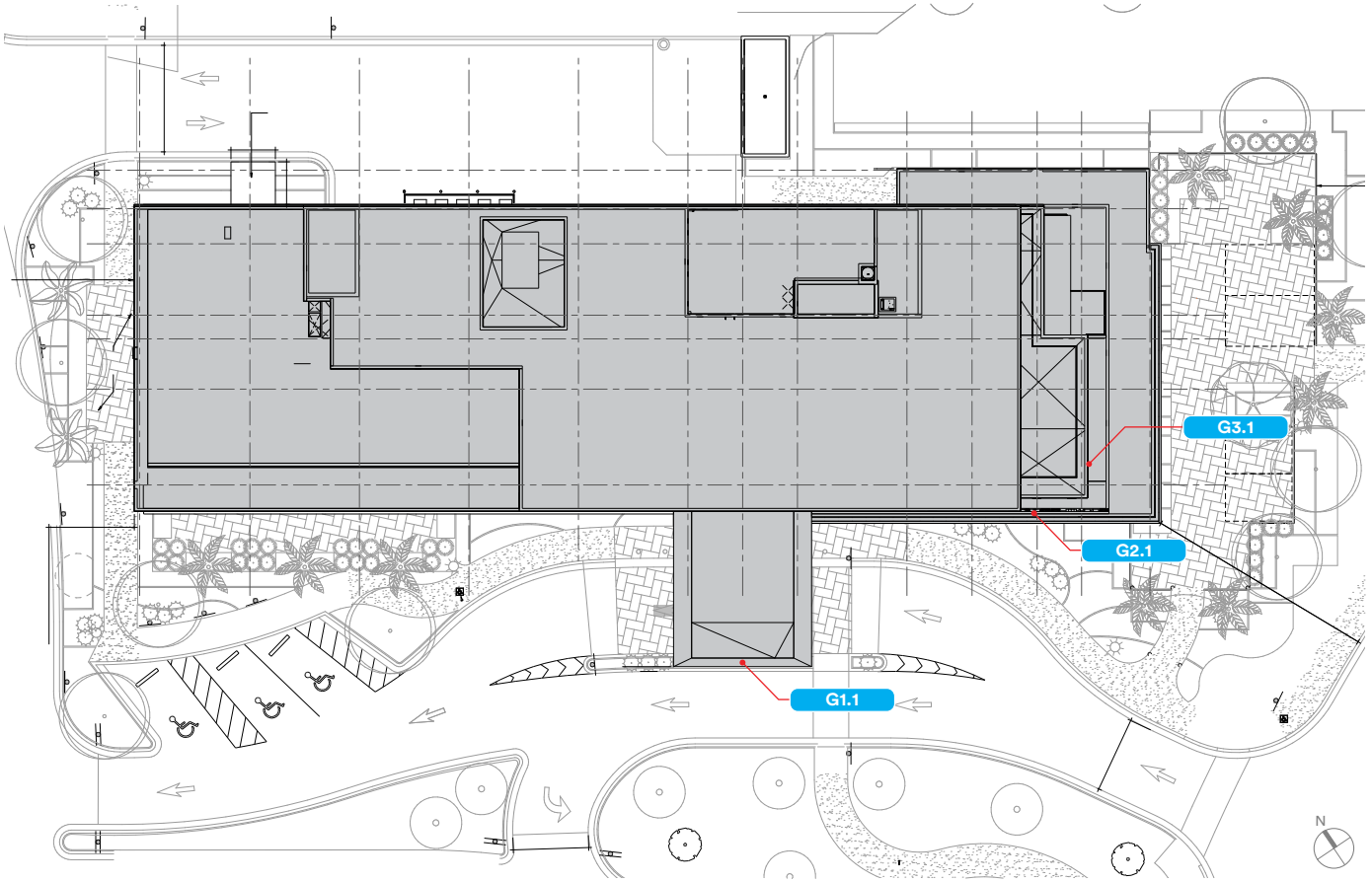
SINGLE SIDED SIGN

Total Area = 2 sq. ft.

Sign Face Area = 2 sq. ft.

Copy Area = 2 sq. ft.

Hotel Signage Location Plan

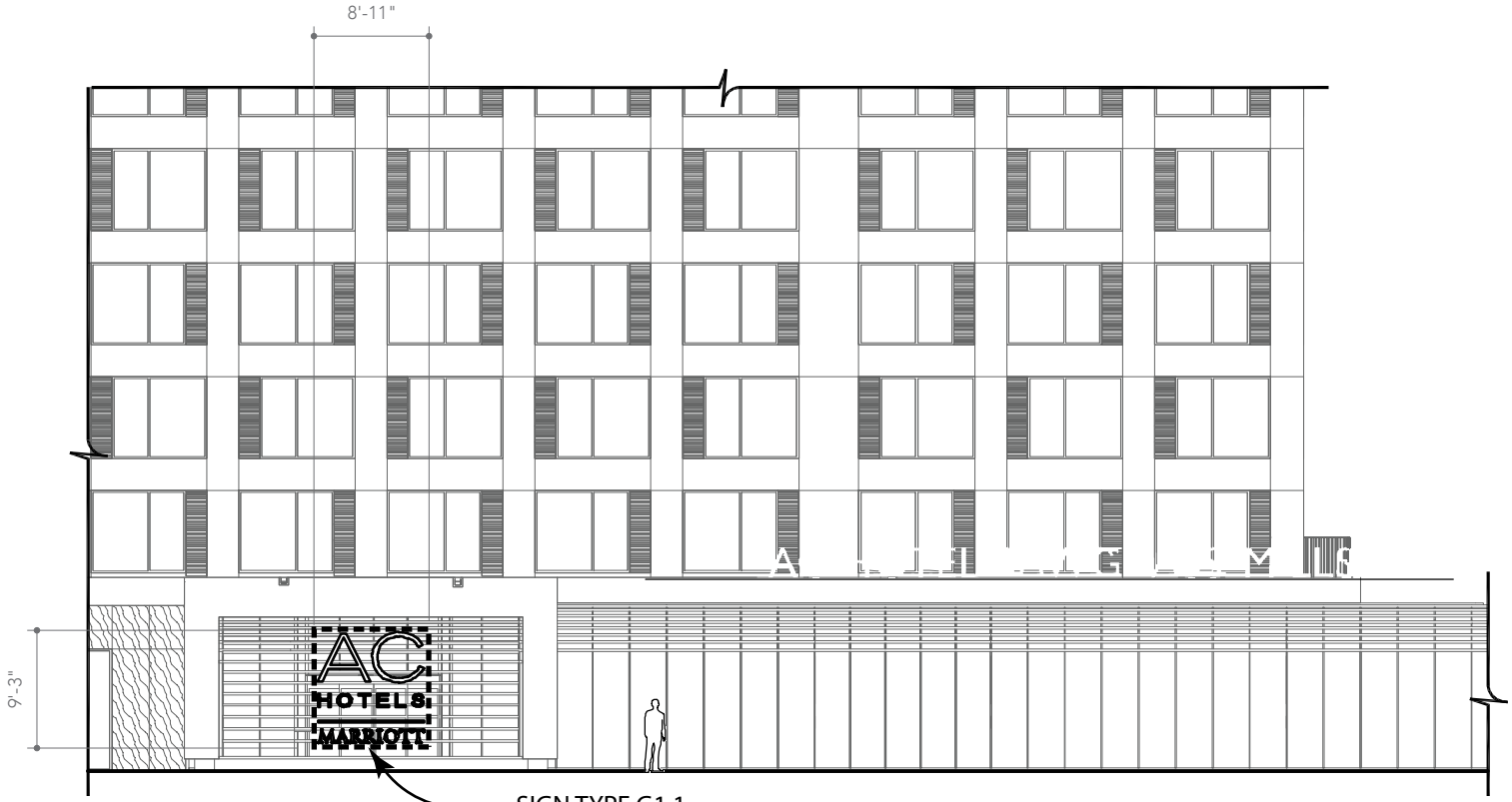


New Sign and Location

Sign Type G1

Hotel Entry Identity

Status: Existing to Remain

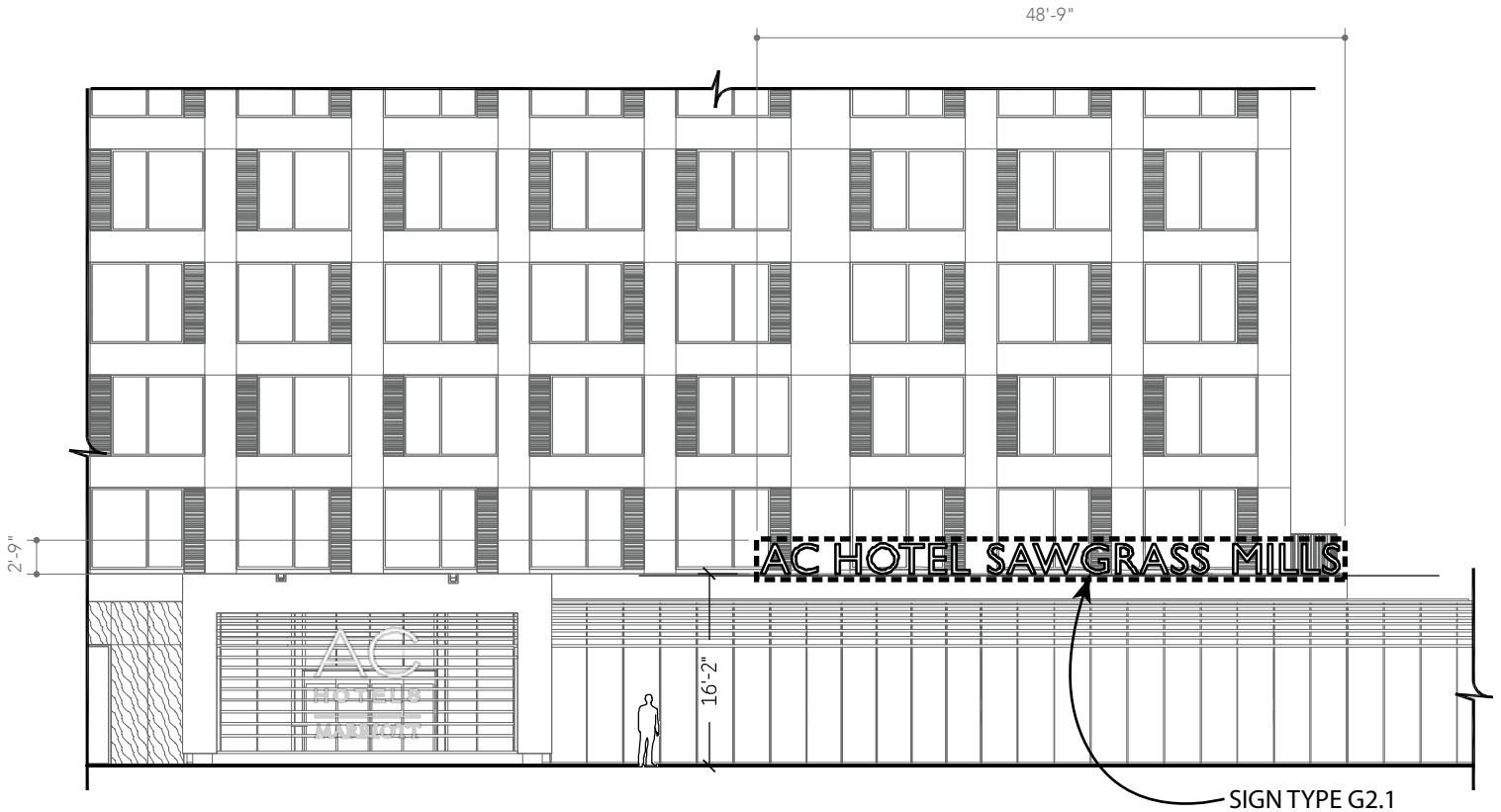


South Elevation

Sign Type G2

Hotel Canopy Identity

Status: Existing to Remain

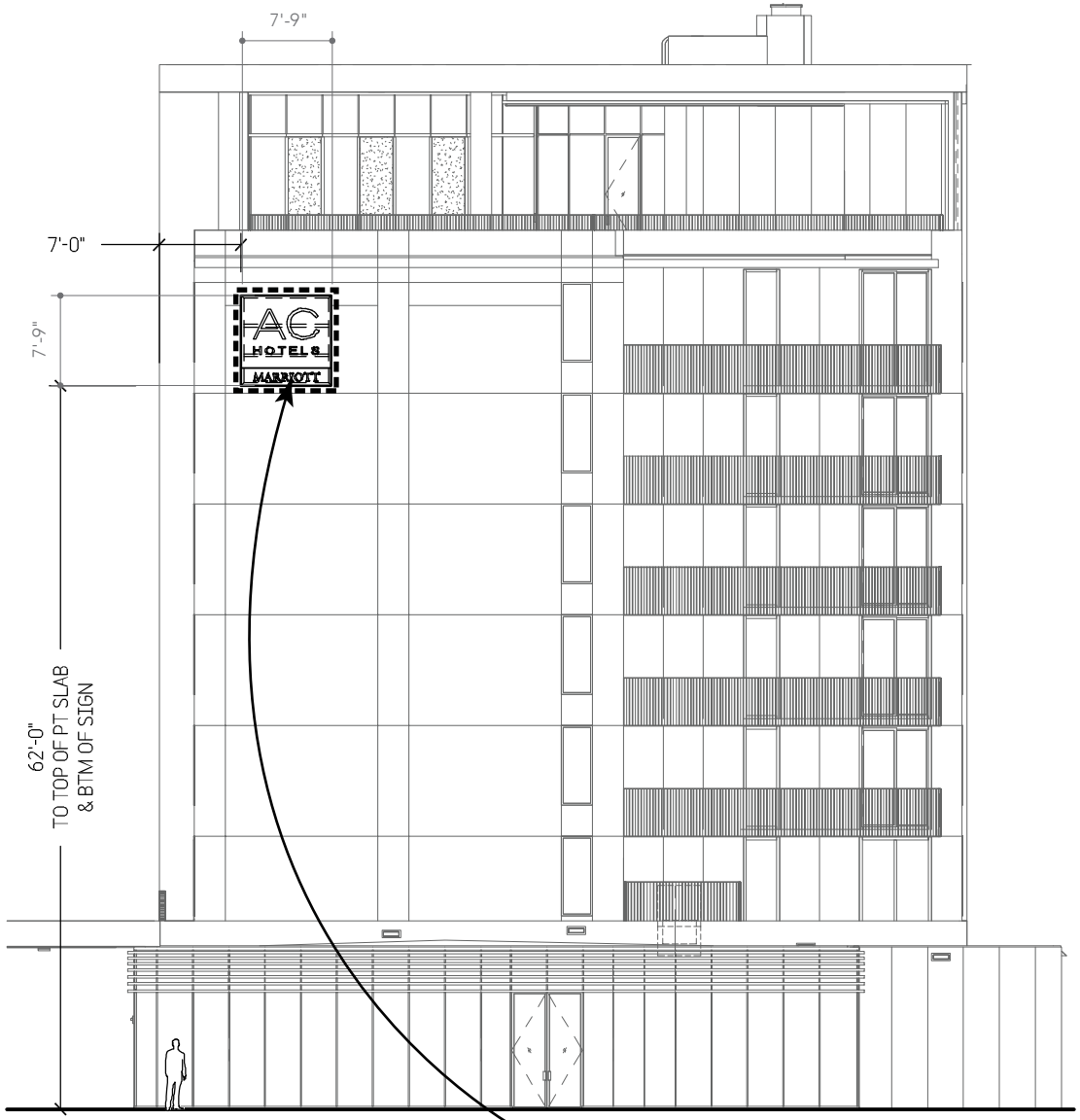


South Elevation

Sign Type G3

Hotel Wall Identity

Status: Existing to Remain



East Elevation

City of Sunrise
Community Development
MAY 13 2025
RECEIVED

SIMON℠

May 12, 2025 via email: sley@sunrisefl.gov

Shannon Ley, P.E.
Community Development Director
City of Sunrise, Community Development Department
1601 NW 136th Avenue, Building A, Suite 100
Sunrise, FL 33323

RE: Previously Submitted Sawgrass Mills Master Uniform Signage Plan (2024) – Proposed November 2024 Amendment
*****NEW TITLE: SAWGRASS MILLS MASTER UNIFORM SIGNAGE PLAN (2025) – PROPOSED MAY 2025 AMENDMENT*****

Ms. Ley:

Enclosed for your review and consideration please find a proposed amendment to the Sign Resolution for Sawgrass Mills, which was previously approved through resolution by the City Commission for the City of Sunrise, Florida ("Sawgrass Mills Master Uniform Signage Plan"). The purpose of this proposed amendment is to update said Master Uniform Signage Plan to add or modify certain tenant signage.

The proposed Master Uniform Signage Plan (now, given the passage of time since the prior submittal and comments, titled Sawgrass Mills Master Uniform Signage Plan (2025) – Proposed May 2025 Amendment) enclosed illustrates (i) existing signage at Sawgrass Mills, The Oasis at Sawgrass Mills, and The Colonnade Outlets at Sawgrass Mills, and (ii) new, revised, or replacement signage for which we are seeking your approval, namely the addition of signage for two (2) new tenants – Tommy Bahama (Sign Type ET25) and Ceviche (Sign Type DT25), and revisions to certain Primary Entry Identity Signage (Sign Type B4).

We respectfully request you recommend to the City Commission approval of (i) the proposed new or replacement signs noted herein, and (ii) the Master Uniform Signage Plan (May 2025), as attached, incorporating therein those signs approved under part (i) of this request. If you have any questions, please do not hesitate to contact me at (317) 795-9113, or email me at jgubler@simon.com.

Very Truly Yours,

\s\ Jocelyn K. Gubler
Vice President, Development

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: Community Development Department

Item Title: Brotherz Liquor at Pine Plaza Shops

Item Number: 13A **Meeting Date:** 8/12/2025

City Reference Number (C#): C25059

Item Description:

Special Exception - Board of Adjustment Meeting June 3, 2025 Passed 7-0

A Resolution of the City of Sunrise, Florida, Granting a Special Exception Use Permit for a Liquor and Alcoholic Beverage Store located at 4529 N. Pine Island Road; providing for penalties for violations of the conditions of approval; providing for the term of the permit; and providing an effective date. City Manager Mark Lubelski. Shannon Ley, Director of Community Development. (Item Pulled on CCM 6/24/2025, Passed 5-0).(Item Pulled on CCM 7/8/2025, Passed 5-0).

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

ATY Resolution - C25059
Exhibit A - Staff Report
Letter of Intent
Site Photographs
Public Notice
Letter to Applicant
Legal Ad
Legal Ad

Background:

This is an application for Special Exception use approval of a proposed liquor and alcoholic beverage store known located at 4505 - 4579 N. Pine Island Road (Unit# 4529) within the Pines Plaza Shoppes, as shown on the location map in the attached Staff Report. The property is zoned B-3, the General Business District, and the underlying land use is Commercial on the City's Future Land Use Map. This Special Exception application requires City Commission approval per Subsection 16-36 of the Land Development Code for a Special Exception.

Staff finds this application meets all applicable Land Development Code requirements for approval of the Special Exception. Therefore, Staff recommends approval subject to the following conditions prior to issuance of a Business Tax Receipt:

1. Obtain a liquor license issued from the State of Florida Department of Business Regulation, Division of Alcoholic Beverages and Tobacco and provide a copy to the Planning Division.
2. Post, in a highly visible area, a sign reading, "WARNING. DRINKING WINE, BEER OR OTHER ALCOHOLIC BEVERAGES DURING PREGNANCY CAN CAUSE BIRTH DEFECTS."

The applicant has voluntarily committed to the following conditions, which will be required as a part of this use's approval, and will be completed prior to issuance of a Business Tax Receipt to improve the health, safety, and welfare:

3. Deploy a multi-camera CCTV system.
4. Installation of height marker decals along the doorframes at the entrance and exit.
5. Install a monitored alarm system.
6. Register under the City of Sunrise "Trespass Program."
7. Require all employees be trained on safety measures regarding underage drinking, substance and alcohol abuse.
8. Maintain the following hours for the liquor store: Monday through Saturday between 10:00 a.m. and 9:00 p.m. and Sundays from 10:00 a.m. to 7:00 p.m.

In addition, the project site property owner has voluntarily committed to:

9. The execution and recordation of a Declaration of Restrictive Covenants regarding prohibited uses within the subject Pines Plaza Shoppes shopping center, proffered by the applicant in a form acceptable to the City of Sunrise. The proffered restricted uses include: Nightclub, Teen Nightclub, Adult Entertainment and Convenience Store. This voluntary

commitment was included with the proposed special exception application.

Staff completed an open building permit and code violation search. There are no open or expired building permits. There are eight (8) active City Code violations.

For more information on this item, including any of the attachments to this item or additional backup information, please contact the Community Development staff member identified below.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Matt Goldstein Phone: 954-746-3291

Department Head Name and Title:
Shannon Ley, P.E., Director of Community Development

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. ____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, GRANTING A SPECIAL EXCEPTION USE PERMIT FOR A LIQUOR AND ALCOHOLIC BEVERAGE STORE LOCATED AT 4529 N. PINE ISLAND ROAD; PROVIDING FOR PENALTIES FOR VIOLATIONS OF THE CONDITIONS OF APPROVAL; PROVIDING FOR THE TERM OF THE PERMIT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 16-36 of the Code of Ordinances of the City of Sunrise, Florida (City Code), Brotherz Liquor Store LLC (Applicant), has applied to the City Commission for approval of a special exception use permit for a liquor and alcoholic beverage store located at 4529 N. Pine Island Road, within the Pines Plaza Shoppes.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. The foregoing Whereas clauses are hereby ratified and incorporated as the legislative intent of this Resolution.

Section 2. Approval of Special Exception Use Permit. Pursuant to Application No. SE-000005-2025 (85:80028), the issuance of a special exception use permit for a liquor and alcoholic beverage store is approved. The Applicant, the property owner, and their successors and assigns shall comply with all staff recommendations and conditions set forth in the Community Development Department's Staff Report to the City Commission, including those listed in the Staff Recommendation to the Board of Adjustment section. A copy of the Staff Report is attached to and made a part of this Resolution as Exhibit A.

Section 3. Violation of Conditions. Pursuant to Section 16-36(h) of the City Code, failure to adhere to the terms and conditions of approval shall be considered a violation of the City Code, and persons found violating the conditions shall be subject to the penalties prescribed by the City Code.

Section 4. Term. In accordance with Section 16-36(e) of the City Code, this special exception use permit shall be effective for a period of eighteen (18) months from

the effective date of this Resolution, during which time an active building permit or a business tax receipt must be issued consistent with this Resolution for this special exception use permit to remain in effect. In accordance with Section 16-36(i), if, for any reason, the approved special exception use ceases or is discontinued for a period of one (1) year or more, the property shall not thereafter be used for that special exception use without the subsequent approval of a new special exception use application.

Section 5. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

STAFF REPORT

BROTHERZ LIQUOR – LIQUOR STORE (SPECIAL EXCEPTION)

Summary

This is an application for Special Exception use approval of a proposed liquor store located within the existing Pines Plaza Shoppes shopping center specifically at 4529 N. Pine Island Road, as shown on the location map. The property is zoned B-3 (General Business District) and the underlying land use is C (Commercial) on the City's Future Land Use Map. The use requires City Commission approval per Subsection 16-79(d) of the Land Development Code (LDC) for a Special Exception.

General Information

The Pines Plaza Shoppes ("Plaza"), formerly "Pine Island Plaza" and "Old Florida Plaza", Site Plan was originally approved by the City of Sunrise City Commission on October 8, 1985, via Resolution No. 82-265. The Plaza has received variances for setbacks, landscaping and parking, as well as several Special Exception use approvals for various tenants over the years. Current tenants within the Plaza include a grocery store, retail uses, public assemblies, medical offices, restaurants and beauty salons.

Along the west side of the property is a lake zoned R/OS (Recreation/Open Space District) and a multi-family residential development zoned RM-10 (Low Medium Multifamily Residential District). North of the property is a multi-family residential development zoned RM-10. To the east of the property are single-family dwelling units and a utilities facility (within the City of Lauderhill). To the south of the property is a gas station/repair shop zoned B-3, lake zoned R/OS, and RM-10 residential across the lake.

The proposed liquor store will be located within an approximate 1,600 square foot unit. Pursuant to Section 16-79 of the Land Development Code, special exception use approval is required for the liquor store.

Project Description

Section 3-1 of the Code of the City of Sunrise (the "City Code") requires a separation distance of 600 feet between a merchant of alcoholic beverages and any existing place of worship, public or private school, and public park. However, if said merchant is located within a shopping center existing prior to May 8, 2012, the place of worship separation requirement is not applicable. The Plaza existed prior to May 8, 2012 and therefore the places of worship separation distance is not applicable. There are no schools or public

parks within 600 feet of the proposed liquor store. Therefore, the proposed liquor store use complies with the distance separation requirements of the City Code.

The proposed liquor store's hours of operation will be Sunday through Thursday 10:00 a.m. to 12:00 a.m. and Friday through Saturday 10:00 a.m. to 2:00 a.m., complying with City Code Section 3-4. The store will also provide signage as required by City Code Section 3-6 regarding the dangers of alcohol consumption. In addition, all employees will be required to complete Restricted Sale Item Training concerning responsible alcohol sales. To assist in ensuring safety, CCTV, burglar alarms, motion detectors and height markers will be installed in the liquor store. In addition, the applicant has voluntarily agreed to support and register with the City of Sunrise's Trespass Program. The property owner has also voluntarily committed to restrict the entire shopping plaza to prohibit Nightclub, Teen Nightclub, Adult Entertainment and Convenience Store uses via a Restrictive Covenant.

Staff Evaluation

The applicant has addressed the criteria established in Section 16-36(d) of the LDC for the granting of a Special Exception use as follows:

IMPACT ON SURROUNDING PROPERTIES: The applicant states the approval of the Special Exception will not negatively affect nearby neighborhoods as the location is within the existing shopping plaza, nor will it interfere with the daily operations or rights of plaza's existing stores. The addition of the liquor store will blend seamlessly within the area's uses. Brotherz Liquor Store LLC is committed to securing a safe environment for the community, including minors and will implement policies to prohibit minors from entering the store. The store will post visible signs at the entrance clearly stating that ID checks are mandatory and customers under the age of twenty-one (21) will not be permitted to enter. Brotherz Liquor Store LLC will ongoingly participant in the City of Sunrise "Trespass Program" as well. Additionally, in line with responsible retail practices, all staff will be trained to recognize and enforce these policies. Training for staff will also include Restricted Sale Item training. This will be completed prior to the issuance of a Business Tax Receipt (BTR).

TRAFFIC: The applicant states the addition of Brotherz Liquor Store LLC will contribute to increased foot traffic and overall business volume for the entire plaza. No changes are required to the parking lot or exterior, as the proposed store is part of the existing footprint within the Plaza. Traffic will not be an issue as the Plaza's existing infrastructure is well equipped to accommodate the traffic flow. Additionally, nearby customers can conveniently walk or bike to the plaza.

COMPREHENSIVE PLAN: The applicant states the proposed liquor store use is consistent with the following portions of the City of Sunrise Comprehensive Plan:

Future Land Use Goal 2: Provide for a varied and diverse mix of commercial opportunities to serve the residents of the City of Sunrise and the South Florida region.

Future Land Use Objective 2.2: Commercial Intensity: Regulate the location, use, type and intensity of commercial acreage.

Future Land Use Policy 2.2.1: The City of Sunrise Land Development Code (LDC) further regulates the intensity of commercial use by the establishment of several commercial zoning districts and providing that some commercial uses be allowed by special exception only

Property Rights Element Policy 1.1.2: The City will consider in its decision-making the right of a property owner to use, maintain, develop, and improve the property owner's property for personal use or for the use of any other person, subject to the stat laws and local ordinances.

The applicant states that each Policy and Goal noted above, as per the City of Sunrise Comprehensive Plan, is relevant with the proposed project. Brotherz Liquor Store LLC will directly contribute to providing a varied commercial location for the shopping needs of the residents in the community and surrounding areas. The project will not affect the intensity of the commercial acreage as the store is part of an already established commercial shopping plaza. Furthermore, the applicant states that approving the Special Exception will provide convenience to the residents and visitors to the area. From the subject property, the closet liquor store is over a mile away. The proposed Special Exception will also be frequented by the same customers shopping within the shopping center.

Brotherz Liquor Store LLC aims to collaborate with the local community to develop creative products that are popular in the area. By partnering with local events, it hopes to establish a strong and lasting connection with the community.

OTHER FACTORS: The applicant states that for added security, a CCTV system with remote monitoring will be installed to watch the interior and exterior of the liquor store. Motion detectors and alarm systems will be in place and tested regularly. A height marker will be mounted near the door to provide easy height identification of any individual entering or exiting the store.

Brotherz Liquor Store LLC will observe all Federal and Forida regulations. The applicant is prepared to meet all requirements for a Special Exception approval and has a goal to create a sense of community with other local businesses and residents. The applicant plans to build a loyal customer base and work towards stimulating new growth in the area and they are excited about the prospect of successfully integrating in the Plaza and the City of Sunrise.

Staff Recommendation to the Board of Adjustment, June 3, 2025

Staff finds this application meets all applicable LDC requirements for the granting of Special Exception use. Therefore, Staff recommends approval subject to the following conditions prior to issuance of Business Tax Receipt:

1. Obtain a liquor license issued from the State of Florida Department of Business Regulation, Division of Alcoholic Beverages and Tobacco and provide a copy to the Planning Division.
2. Post, in a highly visible area, a sign reading, "WARNING. DRINKING WINE, BEER OR OTHER ALCOHOLIC BEVERAGES DURING PREGNANCY CAN CAUSE BIRTH DEFECTS."

The applicant has voluntarily committed to the following conditions, which will be required as a part of this use's approval, and will be completed prior to issuance of Business Tax Receipt to improve the health, safety and welfare:

3. Deploy a multi-camera CCTV system.
4. Installation of height marker decals along the doorframes at the entrance and exit.
5. Install a monitored alarm system.
6. Register under the City of Sunrise "Trespass Program."
7. Require all employees be trained on safety measures regarding underage drinking, substance and alcohol abuse.
8. Maintain the following hours for the liquor store: Sunday through Thursday 10:00 a.m. to 12:00 a.m. and Friday through Saturday 10:00 a.m. to 2:00 a.m.

In addition, the project site property owner has voluntarily committed to:

9. The execution and recordation of a Declaration of Restrictive Covenants regarding prohibited uses within the subject Pines Plaza Shoppes shopping center, proffered by the applicant in a form acceptable to the City of Sunrise. The proffered restricted uses include: Nightclub, Teen Nightclub, Adult Entertainment and Convenience Store. This voluntary commitment was included with the proposed special exception application.

Board of Adjustment Recommendation, June 3, 2025

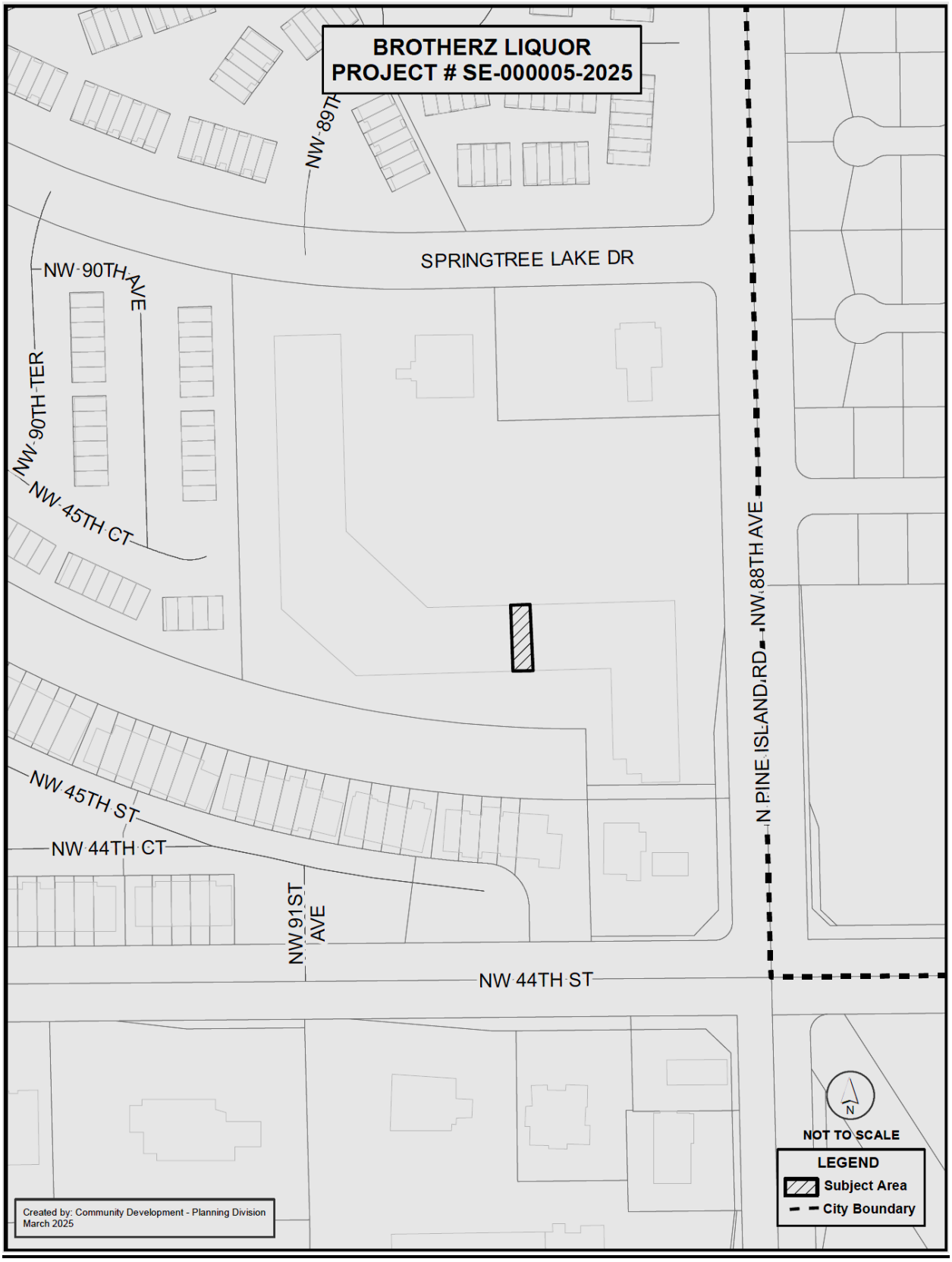
At its meeting on June 3, 2025, the Board approved Staff's recommendation subject to the conditions listed above.

Final Staff Recommendation to the City Commission, June 24, 2025

Staff recommends the approval of this application subject to the conditions listed above.

Planner: Matt Goldstein
File No. SE-000005-2025 (85:80028)

Location Map



Henry Joaceus
2754 W Oakland Park Blvd
Fort Lauderdale, FL33311

Community Development Department-Planning Division
10070 West Oakland Park Boulevard,
Sunrise, FL 33351

City of Sunrise
Community Development Department
MAR 14 2025
RECEIVED

My Brotherz Liquor at Pine's Plaza Shop's
Special Exception
October 4th, 2024

My Brotherz Liquor, LLC ("Petitioner") is a tenant of the Pine's Plaza Shop's at 4529 North Pine Island Road. Which is generally located at the intersection of 44th Street and North Pine Island Road, within the city of Sunrise. The property is located within the Pine's Plaza Shops open-air retail center that currently includes a variety of uses, such as a barber shop, smoke shop, grocery store, chiropractors' office, restaurants, nail salon, among others. This letter is a segment of the application request for special exception approval with the City of Sunrise. The intended purpose of the application is to open a full retail liquor store. To develop the Project as proposed, Petitioner respectfully requests special exception approval to allow a liquor and alcoholic beverage store.

Prior to opening, the Applicant will provide a liquor license from the State of Florida Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco. A copy of the issued license will be provided to the City of Sunrise Planning Division.

As a business entrepreneur with plenty of experience managing various businesses in neighboring South Florida cities, I believe the location that I have chosen in the City of Sunrise will hold high value for both my business and the surrounding plaza.

The addition of Brotherz Liquor Store LLC will provide convenience and value, complementing the ongoing residential construction nearby and the existing landowners with the Sunrise community. The goal is to create a unique and personable shopping experience at Pines Plaza Shops. The presence of a liquor store in the shopping center will offer a wider range of different shopping options in the area. This ensures that local spending remains within the community. Setting up new and diverse stores contributes to maintaining a robust local economy and provides other local businesses with opportunities to grow in the area.

Details about the store operating procedures are included.
Brotherz Liquor Store LLC is a full retail liquor store offering a wide selection of beer, wine, and liquor. The store will operate seven days a week. The proposed operating hours are Sunday through Thursday 10 am to 12 am, and extended hours on the weekends will be, Fridays and Saturdays, from 10 am to 2 am. Inside the store, it will feature shelving and refrigeration for retail. There will be attractive product displays for the customers and vendors souvenirs. Creative bundles and exhibits for special calendar events will boost collaborations with other local businesses. Mainly, no major modifications are needed within the rented store layout.

It is important to note that the Liquor Store has several alcohol sale safety measures in place. Signage around the store will promote responsible and safe drinking. A minimum of two to a maximum of six employees, will be working in the store at a given time. The Liquor Store will

adhere to the City of Sunrise Code Section 3-6, which requires signage warning of the danger of consuming alcoholic beverages during pregnancy. All employees will be proficient in ID verification. Additionally, all customers are required to provide identification for the purchase of any alcohol or tobacco product. When checking out, the cashier is required to visually inspect the customer's identification and confirm the customer is of legal age for the sale. All employees are required to complete necessary training such as the Restricted Sale Item Training. This Training includes the above referenced policy on checking identification and the cashier's responsibility to prevent sales to minors. Brotherz Liquor Store's staff will be fully committed to ensuring that alcohol products are not sold to minors.

Delivery times will vary throughout the week, but this will not disrupt other stores in the plaza. All deliveries will be directed to the rear of the store to avoid traffic disruption in front of the store. The liquor store is committed to maintaining high standards of cleanliness and safety within the building and surrounding community.

Surveillance cameras will be installed both inside and outside of the store. Loitering will be discouraged with the camera monitoring system. Additionally, Brotherz Liquor Store LLC will sign up with the city's No Trespass program to further ensure safety. Maintaining a secure store environment is our top priority.

A liquor store in this location requires special exception approval from the city. According to Section 16-36(d) of the City's Land Development Code, the applicant must meet special criteria:

1. ***Impact on surrounding properties:*** ***An otherwise lawful activity may, because of its location, interfere with the property rights of adjacent landowners by creating an unreasonable disruption to the area by way of increased noise, light, storage and use of dangerous materials, intensity of development and other reasons. It is the intent of this section that each application for approval of a special exception use be evaluated in light of the unique characteristics of the neighborhood in which it is to be located and the positive and negative effects that it will have on that neighborhood and the community in general. Special consideration is to be given to the affect that the propose.***

An approval of the Special Exception will not bring forth any negative effects to nearby neighborhoods as the location is within a shopping plaza. Nor will the store interfere with the other existing stores daily operations or rights. The addition of the liquor store will blend seamlessly within the areas uses. Brotherz Liquor Store LLC is committed to securing a safe environment for our community including minors. Furthermore, we will implement policies to prohibit minors from entering the store such as clear signage. Brotherz Liquour Store LLC will post visible signs at the entrance that clearly specifies that ID checks are mandatory and customers under 21 are not allowed. To uphold this commitment, Brotherz Liquor Store LLC will ongoingly participate in the City of Sunrise "Trespass Program". This will be completed prior to the issuance of a Business Tax receipt. Additionally, in the line with responsible retail practices, we will ensure all staff are trained to recognized to enforce these policies. Training will include the Restricted Sale Item Training.

2. ***Traffic:*** ***Consideration will be given to the volume and type of vehicular traffic associated with such use, particularly its impact on residential streets.***

The new addition of Brotherz Liquor Store LLC will contribute to increased foot traffic and overall business volume for the entire plaza. However, the store will minimize the disruption to the daily operations of any of the existing stores. No changes are required to the parking lot or exterior, as it is part of the existing footprint within the plaza. Traffic will not be an issue, as the plaza's existing infrastructure is well equipped to accommodate the traffic flow. Additionally, nearby customers can conveniently walk or bike to the plaza.

3. <u>Comprehensive plan:</u> Conformity to goals, objectives and policies of the Sunrise Comprehensive Plan.

Land Use Element

- Goal 2: Provide for a varied and diverse mix of commercial opportunities to serve the residents of the City of Sunrise and the South Florida Region.
- Objective 2.2: Commercial Intensity: Regulate the location, use, type and intensity of commercial acreage.
- Policy 2.2.1: The City of Sunrise Land Code (LDC) further regulates the intensity of commercial use by the establishment of several commercial zoning districts and providing that some commercial uses be allowed by special exemption only.

Property Rights Element

- Policy 1.1.2: The City will consider in its decision making the right of a property owner to use, maintain, develop and improve the property owner's property for personal use or for the use of any other person, subject to state law and local ordinances.

Each Policy and Goal noted above, as referenced from the City of Sunrise Comprehensive Plan, is relevant with the proposed project. Brotherz liquor store will directly contribute to providing a varied commercial location for the shopping needs of the residents in the community and surrounding areas. The project will not affect the intensity of the commercial acreage as the store is proposed to be a part of an already established commercial shopping plaza. Approving the Special Exception will provide a convenience to the residents and visitors to the area. From the Property, the closest liquor store is over a mile away. The proposed special exception will be frequented by the same customers shopping within the shopping center.

Brotherz Liquor Store aims to collaborate with the local community to develop creative products that are popular in the area. By partnering with local events, we hope to establish strong and lasting connections with the community.

4. <u>Other factors:</u> Any additional factors or considerations which may be reasonably calculated to materially affect public health, safety and welfare; these must be explicitly stated in the motion to approve or deny.

For added security, a CCTV system with remote monitoring will be installed to watch the interior and exterior of the liquor store. Motion detectors and alarm systems will be in place and tested regularly. A height marker will be mounted near the door to provide easy height identification of any individual entering or exiting the store.

Brotherz Liquor Store LLC will observe all Federal and Florida regulations. We are prepared to meet all requirement s for special exception approval. As mentioned in the letter, our goal is to create a sense of community with other local businesses and residents. Together we can build a loyal customer base and work towards stimulating new growth in the area. I am excited about the prospect of successfully integrating into the Pines Plaza Shops and the City of Sunrise.

5. <u>B-6 District intensity and density:</u> As set forth in subsection 16-79(f), certain intensities and densities for B-6 uses shall be determined pursuant to the special exception process. In determining conformance with the intent of subsection 16-79(f) entitled "Use, intensity, site design and procedural regulations for the B-6 District," consideration shall be given to the language contained in that section. These intensity and density regulations are not intended to limit any rights which may exist under existing development orders.

The Property is located within the B-3, General Business, zoning district. Therefore, this criterion is inapplicable.

Best Regards

Henry Joaceus

SPRINGTREE LAKE DRIVE

BROTHERZ LIQUORS LLC

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X(N) = FACING NORTH
X(E) = FACING EAST
X(S) = FACING SOUTH
X(W) = FACING WEST
0 = BROTHERZ LIQUORS LLC
Store # 4529

PINE ISLAND SHOPPING PLAZA

PINE ISLAND ROAD
(N.W. 88th AVENUE)

NOTICE OF PUBLIC HEARING

The City has received an application for approval of a **Special Exception** for a retail use that is near your home or business. You are receiving this notice because you own property within 500 feet of this location. The proposed project is located at 4529 N Pine Island Road, Sunrise, Florida, as shown on the attached map. City staff has determined that this application meets all applicable code requirements. **Therefore, it will be placed on the quasi-judicial consent agenda for City Commission action at its meeting on TUESDAY, June 24, 2025 commencing at 5:00 P.M. This meeting will occur in the Sunrise City Hall Commission Chambers located at 10770 West Oakland Park Boulevard, 1st Floor, Sunrise, FL 33351.** This item may be recessed or tabled from this meeting to another meeting.

This application is on file in the Community Development Department of the City of Sunrise, located at 10770 W. Oakland Park Boulevard, 2nd Floor, Sunrise, FL, and may be viewed by any interested person Monday through Friday (excluding City holidays) between 9:00 a.m. and 4:30 p.m. or requested via AskZoning@sunrisefl.gov.

The City Commission will be meeting in-person; however, the public may attend and participate in the meeting in-person or via telephone by using Vast Conference Calling as early as fifteen (15) minutes before the start time utilizing the details below:

a. Dial in number: (954) 395-2401
b. Access Code: 368262

Attendees can press 5* on their phone keypad to comment during public hearings or during the open discussion. Attendees will be called upon to speak, one at a time, by the meeting organizer. For technical difficulties, please call (954) 578-4792.

You may be an "Affected Party," which is someone who will suffer an adverse effect to a legally recognizable interest if the City's Comprehensive Plan requirements and Land Development Regulations are not properly applied, as set forth in Section 16-277 of the City's Code of Ordinances. **If you want to attend the quasi-judicial consent proceeding as an Affected Party, you must file a written notice of appearance with the Community Development Department by 4:30 p.m. on the last business day before the hearing.** The notice of appearance shall state with particularity the Comprehensive Plan requirement or Land Development Regulation the person asserting affected party status contends is not being properly applied and the nature of the affected party's legally recognizable interest that may be affected by the City's approval of the land development application. Forms are available online at www.sunrisefl.gov in the Community Development Document Library.

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. See section 286.0105, Florida Statutes.

The City does not tolerate discrimination in any of its programs, services or activities; and will not exclude participation in, deny the benefits of, or subject to discrimination anyone on the grounds of real or perceived race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status.

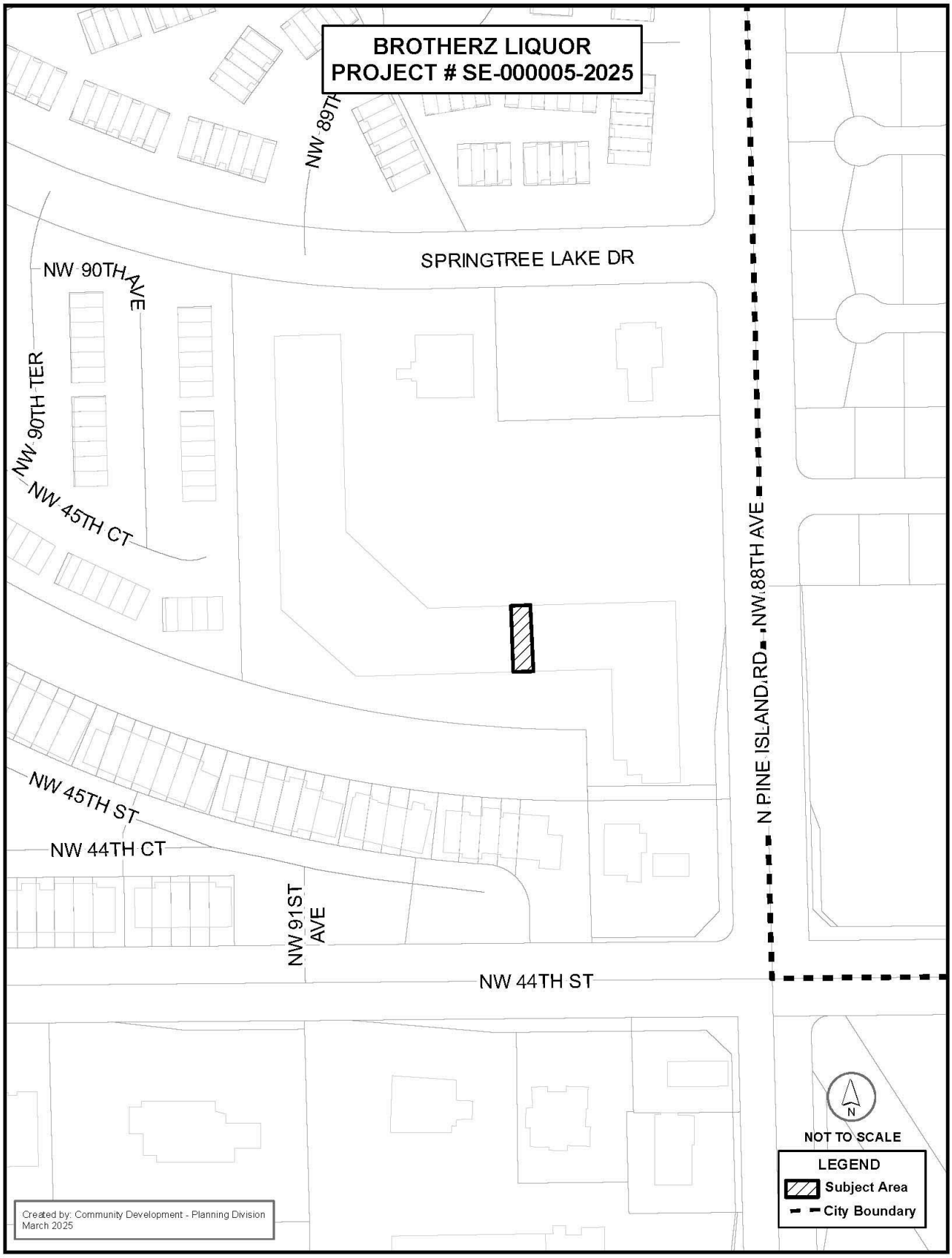
In compliance with the ADA and Fla. Stat. § 286.26, any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the City's ADA Coordinator at least 48 hours in advance of the scheduled meeting. Requests can be directed via e-mail to hr@sunrisefl.gov or via telephone to (954) 838-4522; Florida Relay: 711; Florida Relay (TIY/VCO): 1-800-955-8771; Florida Relay (Voice): 1-800-955-8770. Every reasonable effort will be made to allow for meeting participation.

If you have any questions about this notice, then please contact City staff in the Planning Division at (954) 746-3281 or e-mail AskZoning@sunrisefl.gov.

Notification Date: June 9, 2025

COMMUNITY DEVELOPMENT DEPARTMENT
10770 W. Oakland Park Boulevard, 2nd Floor – Sunrise, Florida 33351
(954) 746-3281 AskZoning@sunrisefl.gov

Location Map



Lourdes M. Lawrence
Administrative Aide to
Mayor and Commissioners

CITY OF SUNRISE

Phone: (954) 746-3250
Fax: (954) 746-3243

June 18th, 2025

Henry Joaceus
Brotherz Liquor Store, LLC
4529 North Pine Island Road
Sunrise, FL 33351

Dear Applicant:

Your application **Brotherz Liquor at Pine Plaza Shops (Special Exception) (C25059)** has been placed on the quasi-judicial consent agenda for approval on Tuesday, June 24, 2025 at 5:00 p.m. at the City Commission meeting to be held in the commission chambers at City Hall located at 10770 West Oakland Park Blvd., Sunrise, Florida.

The City of Sunrise's City Commission Meeting will be hosted in both an in-person format and a virtual format. Telephone call in number: 954-395-2401 Access Code: 368262 Attendees can press 5* on their phone keypad to make a comment during public hearings or during open discussion. Attendees will be called upon to speak, one at a time, by the meeting organizer. For technical difficulties please call 954-578-4792.

This item may be removed from the quasi-judicial consent agenda by a commissioner of the City Commission, the staff, the applicant, or an affected party.

Any item removed from the quasi-judicial consent agenda shall be tabled to the next regularly scheduled commission meeting and will be placed on the quasi-judicial hearings. It will be your responsibility to follow up on the tabled date.

If you have any questions, please contact the Community Development Department at 954-746-3281.

Sincerely,

Lourdes Lawrence

Lourdes Lawrence
Administrative Aide

cc: Shannon Ley, P.E., Director of Community Development
Laura Perez, Administrative Assistant, Community Development
Shlomo Kamhazi, Pines Plaza Shops Investors, LLC

SUN-SENTINEL

Sold To:
City Of Sunrise City Commission office - CU00113661
10770 West Oakland Park Blvd. 4th Floor, 4th Floor
Sunrise,FL 33351-6899

Bill To:
City Of Sunrise City Commission office - CU00113661
10770 West Oakland Park Blvd. 4th Floor, 4th Floor
Sunrise,FL 33351-6899

Published Daily
Fort Lauderdale, Broward County, Florida
Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida

State Of Florida
County Of Orange

Before the undersigned authority personally appeared
Rose Williams, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL, a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of 11720-Notice of Public Meeting ,
Was published in said newspaper by print in the issues of, and by publication on the newspaper's website, if authorized on Jun 14, 2025
SSC_Notice of Public Meeting
Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.

Rose Williams

Signature of Affiant

Sworn to and subscribed before me this: June 15, 2025.

LeAnne Rollins

Signature of Notary Public

Name of Notary, Typed, Printed, or Stamped
Personally Known (X) or Produced Identification ( )

Affidavit Delivery Method: E-Mail
Affidavit Email Address: LLawrence@sunrisefl.gov
7826901

NOTICE OF PUBLIC HEARING

The following item(s) will be presented to the City Commission, City of Sunrise, Florida on:

June 24, 2025, at 5:00 p.m. in Sunrise City Hall, Commission Chambers located at 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351.

This item will be on file in the Office of the City Clerk located at 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351 and may be reviewed Monday through Friday, 9:00 a.m. to 5:00 p.m.

The City of Sunrise City Commission Meeting on June 24, 2025 at 5:00pm will be hosted in both an in-person format (Sunrise City Hall, 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351) and a virtual format. The public is encouraged to attend and participate by telephone.
Telephone call in number: 954-395-2401
Access Code: 368262

Attendees can press 5* on their phone keypad to make a comment during public hearings or during open discussion. Attendees will be called upon to speak, one at a time, by the meeting organizer. For technical difficulties please call 954-578-4792. Contact the City Manager's Office for additional information via mail to City Manager's Office, 10770 West Oakland Park Boulevard, Sunrise, FL 33351, via email to CityManager@sunrisefl.gov or via phone 954-746-3430.

C25113
AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, ADOPTING AN AMENDMENT TO THE UNIFORM SIGNAGE PLAN FOR THE SAWGRASS GATEWAY CENTER; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

C25129
AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING CHAPTER 11 "RETIREMENT AND PENSIONS" ARTICLE II "CITY OF SUNRISE RETIREMENT PLANS" DIVISION 2 "BOARDS" BY AMENDING SECTION 11-11 "SELECTION; COMPOSITION" TO CHANGE THE TERM OF OFFICE FOR PENSION BOARD MEMBERS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CITY CODE; AND PROVIDING AN EFFECTIVE DATE.

C25130
AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING CHAPTER 11 "RETIREMENT AND PENSIONS," ARTICLE II "CITY OF SUNRISE RETIREMENT PLANS," DIVISION 2 "BOARDS," BY AMENDING SECTION 11-15 "INVESTMENT AUTHORITY" TO AUTHORIZE CERTAIN INVESTMENT OPTIONS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVID-

ING FOR INCLUSION IN THE CITY CODE; AND PROVIDING AN EFFECTIVE DATE.

C25059
A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA APPROVING A SPECIAL EXCEPTION FOR BROTHERZ LIQUOR AT PINE PLAZA SHOPS LOCATED AT 4529 NORTH PINE ISLAND ROAD, SUNRISE, FLORIDA

C25133
A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA APPROVING A PLAT FOR DAUER MUSEUM LOCATED AT 10801 NW 50TH STREET, SUNRISE, FLORIDA

The public may attend and participate in the above meeting by telephone by using Vast Conference Calling as early as fifteen (15) minutes before the start time utilizing the details below:

Call in number: 954-395-2401
Access Code: 368262
Attendees can press 5* on their phone keypad to sign up to make a comment during public hearings or during open discussion. Attendees will be called upon to speak, one at a time, by the meeting organizer. For technical difficulties please call 954-578-4792

The meeting documents are available on our Commission Agendas webpage at https://www.sunrisefl.gov/departments-services/city-commission/commission-agendas

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based F.S.S. 286.0105.

The City does not tolerate discrimination in any of its programs, services or activities, and will not exclude participation in, deny the benefits of, or subject to discrimination anyone on the grounds of real or perceived race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status.

In compliance with the ADA and F.S.S. 286.26, any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the City's ADA Coordinator at least 2 hours in advance of the scheduled emergency meeting, or as soon as you receive this notice. Requests can be directed via e-mail to hr@sunrisefl.gov or via telephone to (954) 838-4522; Florida Relay: 711; Florida Relay (TIY/VCO): 1-800-955-8771; Florida Relay (Voice): 1-800-955-8770. Every reasonable effort will be made to allow for meeting participation.

SUN-SENTINEL

Any person can submit written comments or evidence or other physical evidence which he or she intends to offer into evidence during the City Commission Meeting via email CityManager@sunrisefl.gov , or to the City Manager's Office, 10770 West Oakland Park Boulevard, Sunrise, FL 33351.The City of Sunrise will be conducting the June 24, 2025 City Commission Meeting via Vast Conference Calling
call in number: 954-395-2401
Access Code: 368262.
7826901 6/14/2025

Order # - 7826901

SUN-SENTINEL

Sold To:
City Of Sunrise City Commission office - CU00113661
10770 West Oakland Park Blvd. 4th Floor, 4th Floor
Sunrise,FL 33351-6899

Bill To:
City Of Sunrise City Commission office - CU00113661
10770 West Oakland Park Blvd. 4th Floor, 4th Floor
Sunrise,FL 33351-6899

Published Daily
Fort Lauderdale, Broward County, Florida
Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida

State Of Florida
County Of Orange

Before the undersigned authority personally appeared
Rose Williams, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL, a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of 11720-Notice of Public Meeting ,
Was published in said newspaper by print in the issues of, and by publication on the newspaper's website, if authorized on Aug 02, 2025
SSC_Notice of Public Meeting
Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.

Rose Williams

Signature of Affiant

Sworn to and subscribed before me this: August 04, 2025.

LeAnne Rollins

Signature of Notary Public

Name of Notary, Typed, Printed, or Stamped
Personally Known (X) or Produced Identification ( )

Affidavit Delivery Method: E-Mail
Affidavit Email Address: LLawrence@sunrisefl.gov
7841883

NOTICE OF PUBLIC HEARING

The following item(s) will be presented to the City Commission, City of Sunrise, Florida on:

August 12, 2025, at 5:00 p.m. in Sunrise City Hall, Commission Chambers located at 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351.

This item will be on file in the Office of the City Clerk located at 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351 and may be reviewed Monday through Friday, 9:00 a.m. to 5:00 p.m.

The City of Sunrise City Commission Meeting on August 12, 2025 at 5:00pm will be hosted in both an in-person format (Sunrise City Hall, 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351) and a virtual format. The public is encouraged to attend and participate by telephone. Telephone call in number: 954-395-2401 Access Code: 368262 Attendees can press 5* on their phone keypad to make a comment during public hearings or during open discussion. Attendees will be called upon to speak, one at a time, by the meeting organizer. For technical difficulties please call 954-578-4792. Contact the City Manager's Office for additional information via mail to City Manager's Office, 10770 West Oakland Park Boulevard, Sunrise, FL 33351, via email to CityManager@sunrisefl.gov or via phone 954-746-3430.

C25059
A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA APPROVING A SPECIAL EXCEPTION FOR BROTHERZ LIQUOR AT PINE PLAZA SHOPS LOCATED AT 4529 NORTH PINE ISLAND ROAD, SUNRISE, FLORIDA

The public may attend and participate in the above meeting by telephone by using Vast Conference Calling as early as fifteen (15) minutes before the start time utilizing the details below:

Call in number: 954-395-2401
Access Code: 368262
Attendees can press 5* on their phone keypad to sign up to make a comment during public hearings or during open discussion.
Attendees will be called upon to speak, one at a time, by the meeting organizer.

For technical difficulties please call 954-578-4792

The meeting documents are available on our Commission Agendas webpage at https://www.sunrisefl.gov/departments-services/city-commission/commission-agendas

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter consid-

ered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based F.S.S. 286.0105.

The City does not tolerate discrimination in any of its programs, services or activities, and will not exclude participation in, deny the benefits of, or subject to discrimination anyone on the grounds of real or perceived race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status.

In compliance with the ADA and F.S.S. 286.26, any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the City's ADA Coordinator at least 2 hours in advance of the scheduled emergency meeting, or as soon as you receive this notice. Requests can be directed via e-mail to hr@sunrisefl.gov or via telephone to (954) 838-4522; Florida Relay: 711; Florida Relay (TIY/VCO): 1-800-955-8771; Florida Relay (Voice): 1-800-955-8770. Every reasonable effort will be made to allow for meeting participation.

Any person can submit written comments or evidence or other physical evidence which he or she intends to offer into evidence during the City Commission Meeting via email CityManager@sunrisefl.gov , or to the City Manager's Office, 10770 West Oakland Park Boulevard, Sunrise, FL 33351.The City of Sunrise will be conducting the August 12, 2025 City Commission Meeting via Vast Conference Calling call in number: 954-395-2401 Access Code: 368262.
8/2/25 7841883

Order # - 7841883

AGENDA ITEM REQUEST

Originating Department: City Manager

Item Title: Agreement

Item Number: 16A **Meeting Date:** 8/12/2025

City Reference Number (C#): C25192

Item Description:

A Resolution of the City of Sunrise, Florida, approving “Donation Agreement between the City of Sunrise and FBI Agents Association for the acceptance of a monetary donation for the design and construction of a splash pad within Oscar Wind Park"; and providing an effective date. City Manager Mark Lubelski.

Funding:
Donation to City

Amount:
N/A

ATTACHMENTS:

ATY Resolution - C25192
Donation Agreement

Background:
The Federal Bureau of Investigation Agents Association (FBIAA) is a non-profit organization that is dedicated to the service of active and retired FBI Special Agents. Their mission is to advance and safeguard the careers, economic interests, conditions of employment, and welfare of the thousands of FBI Special Agents who have served our great nation. FBIAA's efforts include charitable funds such that the FBIAA can make a difference in the lives of Agents and their families.

On February 2nd, 2021, FBI Miami Field Office's Violent Crimes Against Children squad was executing a search warrant in Sunrise for a subject who was exploiting the most innocent – children. Tragically, the FBI and the South Florida community lost the lives of two tremendous Special Agents Alfin and Schwartzenberger.

In remembrance of Special Agents Daniel Alfin and Laura Schwartzenberger, the FBIAA would like to offer a seven hundred thousand dollar, $700,000, donation to the City of Sunrise, specifically related to the design and construction of a splash pad located within Oscar Wind Park. The FBIAA would like to dedicate the splashpad to Special Agents Daniel Alfin and Laura Schwartzenberger by incorporating a memorial plaque into the design.

Staff recommends approval of the attached Donation Agreement in support of the proposed splash pad located within Oscar Wind Park, in the City of Sunrise, Florida.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Mark S. Lubelski Phone: 954-746-3430

Department Head Name and Title:
Mark S. Lubelski, City Manager

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "DONATION AGREEMENT" BETWEEN THE CITY OF SUNRISE AND THE FBI AGENTS ASSOCIATION FOR THE ACCEPTANCE OF A MONETARY DONATION FOR THE DESIGN AND CONSTRUCTION OF A SPLASH PAD WITHIN OSCAR WIND PARK"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 2, 2021, the FBI Miami Field Office's Violent Crimes Against Children squad executed a search warrant in Sunrise for a subject who was exploiting children. Special Agents Daniel Alfin and Laura Schwartzenberger tragically lost their lives while executing that warrant; and

WHEREAS, the FBI Agents Association (FBIAA) has submitted a monetary donation proposal to the City Commission to assist with the design and construction of a splash pad located within Oscar Wind Park, in the City of Sunrise, Florida; and

WHEREAS, the splash pad will be dedicated to, and in remembrance of, Special Agents Alfin and Schwartzenberger by incorporating a memorial plaque into the design; and

WHEREAS, the FBIAA desires for the splash pad to appeal to City residents and visitors, and particularly children, who Special Agents Alfin and Schwartzenberger dedicated their lives to protecting; and

WHEREAS, the splash pad will be enjoyed by the public for many years to come, while recognizing the incredible dedication and sacrifice of Special Agents Alfin and Schwartzenberger.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. A "Donation Agreement" (Agreement) between the City of Sunrise and the FBI Agents Association for the acceptance of a monetary donation for the design and construction of a splash pad within Oscar Wind Park is hereby approved. A copy of the Agreement is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. The Mayor is hereby authorized to execute the Agreement.

Section 3. City staff are hereby authorized to perform all acts required for the full performance of the Agreement and to effectuate the aims of this Resolution. Any material amendment to the Agreement requires approval of the City Commission.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

DONATION AGREEMENT

THIS AGREEMENT is made this _____ day of _____ 2025 ("Effective Date") by and between the CITY OF SUNRISE, a Florida municipal corporation, (hereinafter referred to as the "CITY"), and the FBI Agents Association, a 501(c)(6) non-profit corporation (hereinafter referred to as the "FBIAA").

WHEREAS, the FBIAA has submitted a monetary donation proposal to the City Commission to assist with the design and construction of a splash pad located within Oscar Wind Park, in the City of Sunrise, Florida; and

WHEREAS, the splash pad will be dedicated to, and in remembrance of, Special Agents Daniel Alfin and Laura Schwartzenberger, by incorporating a memorial plaque into the design; and

WEREAS, on February 2, 2021, the FBI Miami Field Office's Violent Crimes Against Children squad was executing a search warrant in Sunrise for a subject who was exploiting children. Special Agents Alfin and Schwartzenberger tragically lost their lives while executing that warrant; and

WHEREAS, the FBIAA desires for the splash pad to appeal to City residents and visitors, and particularly children, who Special Agents Alfin and Schwartzenberger dedicated their lives to protecting; and

WHEREAS, the splash pad will be enjoyed by the public for many years to come, while recognizing the incredible dedication and sacrifice of Special Agents Alfin and Schwartzenberger.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the adequacy of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. Term. The term of this Agreement shall commence on the date the Agreement is signed by both parties and shall terminate upon final completion of the splash pad project unless terminated earlier pursuant to Paragraph 11 of this Agreement.

2. Donation of Funds. The FBIAA shall provide monetary funds to the CITY in the total amount of seven hundred thousand dollars ($700,000) to assist with the design and construction of a splash pad within Oscar Wind Park, in the City of Sunrise, Florida (the "Splash Pad"). The timeline for the funding shall be as follows:

25% ($175,000) within thirty (30) days after this Agreement is executed;

75% ($525,000) within thirty (30) days after successful completion of the Splash Pad project.

3. Dedication of Splash Pad. The FBIAA and the CITY shall work together to dedicate the Splash Pad in honor of Special Agents Daniel Alfin and Laura Schwartzenberger, and such dedication shall include a physical recognition in the form of a plaque. The final design and content of such dedication, including the plaque, is subject to the approval of the CITY. The dedication of the Splash Pad will remain in effect for the useful life of the Splash Pad.

4. Ownership and Rights. The CITY shall own the Splash Pad. FBIAA agrees that the City as owner of the park and Splash Pad may, without the consent or permission of the FBIAA, make alterations or modifications to the Splash Pad, up to and including removal of the Splash Pad. The CITY shall provide reasonable notice to FBIAA of any material change to the Splash Pad. As a non-owner of the Splash Pad, FBIAA assumes no responsibility, liability or risk related to the design, construction, modification, maintenance or removal of the Splash Pad.

5. Repairs and Restoration. The CITY reserves the right to determine when and if repairs and restorations to the Splash Pad will be made after final acceptance. Repairs and restorations to the Splash Pad will be the responsibility and at the expense of the CITY.

6. Amendments. This Agreement may be amended only by a written instrument executed by both parties. If such amendments result in a change in the funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the CITY and FBIAA.

7. Assignment/Subcontract. The FBIAA shall not assign or subcontract its obligations under this Agreement to others, except in writing and with the prior written approval of the CITY. This paragraph shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this Agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any additional obligation upon the City Council.

8. Independent Party. Nothing contained in this Agreement is intended to, nor shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. At all times and for all purposes hereunder, the FBIAA is an independent party and not an employee of the CITY. No statement contained in this agreement shall be construed as to find the FBIAA or any of its employees, contractors, servants, or agents to the employees of the CITY, and they shall be entitled to none of the rights, privileges, or benefits of employees of the CITY.

9. Non-Waiver of Immunity. Notwithstanding the provisions of

Section 768.28, Florida Statutes, the participation of the CITY and FBIAA in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any Agreement entered into by the CITY be required to contain any provision for waiver.

10. Compliance With Laws. In carrying out its obligations under this agreement, the parties shall abide by all laws of the Federal and State government, statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of this Agreement, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this agreement and shall entitle the non-breaching party to terminate this Agreement immediately upon delivery of written notice of termination to the breaching party.

11. Termination.

11.1 Termination for Convenience. This Agreement may be terminated by either party without cause upon thirty (30) days' written notice to the other party.

11.2 Termination for Cause. This Agreement may be terminated by either party upon five (5) calendar days' written notice to the other party, should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that the Agreement is terminated by the CITY for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 11.1.

11.3 Funding Reimbursement upon Termination. In the event either party terminates this Agreement, the CITY agrees to return any unspent funds to FBIAA within fifteen (15) days of notice of termination.

12. Public Records. FBIAA shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that FBIAA and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, FBIAA shall: (a) keep and maintain public records required by the CITY to perform the services provided hereunder; (b) upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by

law for the duration of the term of this Agreement and following completion of this Agreement if FBIAA does not transfer the records to the CITY; and (d) upon completion of the Agreement, transfer, at no cost, to the CITY all public records in the possession of FBIAA or keep and maintain public records required by the CITY to perform the service. If FBIAA transfers all public records to the CITY upon completion of the Agreement, FBIAA shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FBIAA keeps and maintains public records upon completion of the Agreement, FBIAA shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the CITY. If FBIAA fails to comply with the requirements in this Section, the CITY may enforce these provisions in accordance with the terms of this Agreement. If FBIAA fails to provide the public records to the CITY within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF FBIAA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FBIAA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, FBIAA SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954/746-3333), E-MAIL (CITYCLERK@SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).

13. Notices. All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by overnight mail or by certified mail, return receipt requested, to the following persons and addresses:

For the CITY:

City Manager
City of Sunrise
10770 W. Oakland Park Boulevard
Sunrise, Florida 33351

With a copy to:

City Attorney
City of Sunrise
10770 W. Oakland Park Boulevard
Sunrise, Florida 33351

For the FBIAA:

Executive Director
FBI Agents Association
P.O. Box 320215
Alexandria, Virginia 22320

14. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. It may not be modified, amended, or terminated except as provided herein.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

16. Uncontrollable Circumstance/Force Majeure. Any delay or failure of either party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such party's control, without such party's fault or negligence, and that by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable, including but not limited to: (a) acts of God; (b) flood, fire, earthquake, explosion, tropical storm, hurricane or other declared emergency in the geographic area of the Splash Pad project; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest in the geographic area of the Splash Pad project; (d) government order or law in the geographic area of the Splash Pad project; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; or (f) action by any governmental authority prohibiting work in the geographic area of the Splash Pad project.

17. Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement not having been held invalid by a court of competent jurisdiction shall remain in full force and effect.

18. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the CITY and FBIAA have executed this Agreement as follows:

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan

____ day of _____, 2025.

AUTHENTICATION:

_____
Felicia M. Bravo, City Clerk

(SEAL)

Approved as to form and legal sufficiency for the City of Sunrise:

By: _____
Thomas P. Moss
City Attorney

FBI AGENTS ASSOCIATION

By: _____
Martin Licciardo
Executive Director, FBIAA

____ day of _____, 2025.

STATE OF _____:
COUNTY OF _____:

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2025, by _____ as _____ of FBI Agents Association, a _____ non-profit corporation.

(SEAL)

_____
Notary Public, State of _____
(Signature of Notary Public)

_____
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ___ or Produced Identification ___
Type of Identification Produced: _____

AGENDA ITEM REQUEST

Originating Department: City Manager

Item Title: City Manager Annual Review

Item Number: 17A **Meeting Date:** 8/12/2025

City Reference Number (C#):

Item Description:

Commission discussion and/or action regarding the annual review and evaluation of the City Manager. City Manager Mark Lubelski.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

2024-2025 City Accomplishments

Background:
This agenda item is for the Annual Review of the City Manager. Please find attached to this agenda item a memorandum summarizing highlights of my accomplishments for the last year.

Mark S. Lubelski, City Manager
Anniversary Date: July 11th

Excerpt from Employment Contract: Section 5.2 Merit Increases. The City Commission shall meet to review and evaluate the performance of the Employee annually in August, beginning after the Employee has completed one year as City Manager. In any given year in which the Employee receives a favorable annual review, the Employee may be eligible to receive an annual merit increase of either one or two pay steps retroactive to the first full pay period following his anniversary date. In the event a performance evaluation of the Employee is not completed within sixty (60) days of the Employee's anniversary date, the Employee shall receive a merit increase of two and one-half percent (2 ½%) retroactive to the first full pay period following his anniversary date. In the event the pay ranges for General Executive/Management employees are adjusted to add a top step and drop the bottom step, Employee shall be entitled to receive an increase based upon the same timing and percentage value of the step that was added for General Executive/Management employees.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Mark Lubelski Phone: 954-746-3430

Department Head Name and Title:
Mark Lubelski, City Manager

City Manager:
Authorized for agenda placement

CITY OF SUNRISE FLORIDA

Memorandum

To: Mayor and City Commissioners

From: Mark S. Lubelski, P.E., City Manager MSL

Date: August 4, 2025

Re: 2024/2025 Accomplishments

I would like to thank each of you for your leadership and support over the last five years during my time serving as City Manager. It has truly been a pleasure and an honor to lead this organization. I have prepared this memorandum of accomplishments for the last year; however, these accomplishments are really a testament to the dedication and hard work of our esteemed employees across every department and at every level of our organization.

Community Programs/Enhancements:

- **Residential Fence Repair Incentive Program** - Continued this program to incentivize Sunrise residents to improve their fence through repairs or a replacement. Since the program was launched in September of 2023, the City has received 111 applications and has disbursed approximately $46,000.
- **Blue Tarp Roof Repair/Replacement Program** - Completed this ARPA funded program by assisting sixteen (16) Sunrise residents with roof repairs or a new roof.
- **Residential Rehabilitation Assistance** - Provided assistance to 17 income-eligible households to provide health and safety improvements throughout their homes, including but not limited to impact windows & doors, HVAC, electrical, plumbing, and other interior improvements, representing approximately $950,000 in State and Federal grant funding.
- **HOME Investment Partnership Program** - Through the HOME Program, the City provided home purchase assistance to four (4) income-eligible households, representing $160,000 in Federal funding.
- **Community Development Block Grant (CDBG) Program** - Through the CDBG Program, the City provided approximately 1,100 Sunrise seniors with free transportation to and from medical facilities and governmental centers.

- **Youth Athletics Incentive Program** - Continued this community program and provided 718 gift cards, a total value of $35,900, to eligible youth athletic program participants.
- **Electronic Plan Review for Permits** - Refined the new e-Plan Review process to incorporate concurrent reviews for all disciplines, thus reducing electronic building permit application review time by 50%.
- **Stunning Sunrise Awards Program** - Recognized recipients of the Stunning Sunrise Awards Program for their hard work and community enhancement, which contributes to community pride and the aesthetic appearance of our community.
- **BrowardUP - Partnership with Broward College** - Entered into an agreement with Broward College and the Broward College Entrepreneurship Experience (BCEx) successfully held their first classes in the Village Civic Center. These free college classes and workshops focus on workforce training, entrepreneurship, financial wellness, small business training, and more.
- **Food Distribution Events** - Held quarterly free food distribution events in partnership with Torre Fuerte Church and Farm Share to provide fresh and canned food items to 500 Sunrise families in need.
- **Memorial Brick Program** - Launched a Memorial Brick Program at the new Veterans Park to honor the service of U.S. Military personnel. Since the program's inception, 54 engraved brick pavers have been installed at Veterans Park.
- **Tree Giveaway Program** - Through various Tree Giveaway events and other community special events, the City gave away 1,173 trees during the year.
- **Lien Amnesty Program** - Created the Lien Amnesty Program to provide for an expedited process to gain compliance with outstanding Code violations, facilitate property closings, and further serve as a public benefit by increasing property values throughout the City. Lien payments in the amount of $96,496 were received.
- **Boys and Girls Club Gary Wendt Teen Center** - The Sunrise Teen Center has 255 active memberships and teens participated at the Teen Center for 9,573 hours last year. They also spent 3,596 hours in the YES Program to promote academic success and excellence in standardized testing. Overall, the Teen Center provided 5,921 snacks and meals to Program participants.
- **Civic Center Grand Ballroom/"Signature Sunrise"** - Renovations to the Civic Center Grand Ballroom, now re-branded as "Signature Sunrise", are well underway, which includes improvements to lighting, flooring, paint, furnishings, and equipment.
- **Summer Camp Enhancements** - Made enhancements to the Summer Camp Program to increase camp opportunities for Sunrise residents, including streamlining the camp registration process.
- **Adopt-A-Street Program** - This past year, **12** active Adopt-A-Street groups held **22** cleanups with **515** volunteer hours to remove **1,027** pounds of trash from our local roadways.
- **Accessibility, Inclusion, and Mobility (AIM) Advisory Board** - On October 8, 2024, the Mayor and Commissioners approved the creation of the AIM Advisory

Board to identify and recommend measures that the City can review and implement to improve the participation of disabled and mobility-challenged persons and families in City facilities, programs and events. The Board includes 11 board members and is overseen by the City Manager's Office.

- **Caribbean American Heritage Festival** - On June 14, 2025, the City hosted the inaugural Caribbean American Heritage Festival at City Park. It included live music and a meet and greet with Inner Circle and Catabella bands. An estimated of 2,000 patrons attended the event.
- **Panthers Celebration Drone Show** - On June 25, 2025, the City hosted a pop-up drone show over the City Hall Campus, celebrating the Florida Panthers Stanley Cup Championship. The show was attended in-person and viewed online by more than 17,000 proud Panther fans.
- **Sunrise Teen Leadership Summit** - The City hosted its first Teen Summit during Spring Break, empowering 68 teens to engage with government officials, connect with leaders and peers, voice key issues, build career skills, explore opportunities, and learn about sustainability initiatives.
- **First-Time Eviction Prevention Program** - Partnered with Legal Aid Service of Broward County to provide rental assistance for first-time evictions for Sunrise residents with school age children or younger children.
- **Sunrise Small Business Academy (SSBA)** - In Fall 2024, Cohort 6 graduated 14 participants from the SSBA. Since 2022, the program has supported 100+ small businesses with essential skills in finance, marketing, HR, and City resources to successfully launch and grow.
- **Sunrise Leadership Academy (SLA)** - On December 8, 2024, 23 Sunrise high school seniors graduated from SLA. Since 2009, 290 program alumni have served on boards, led youth camps, and earned full-time public sector jobs.
- **Resident Leadership Academy (RLA)** - In Spring 2025, RLA Cohort 10 successfully graduated 12 ambassadors. Since 2019, the program has offered Sunrise 200+ alumni (residents/nonprofits/businesses) an insider's view of City operations through City Commission discussions, departmental presentations, facility tours, guest speakers, and volunteer opportunities.
- **Recycling Program** - Staff negotiated a new Recycling Collection Agreement with Republic Services and with Reuter Recycling Facility to transition the City to a traditional Recycling Program. As part of this new Program, a "Recycle Right" campaign was created, including social media posts, a tutorial video, and new stickers printed and distributed to residents via the City's Welcome Home Packets.

Employee Initiatives:

- **Union Contracts** - All five (5) Collective Bargaining Agreements are up to date with the two (2) soonest contracts scheduled to expire on September 30, 2026.
- **Ratified Collective Bargaining Agreement** - Successfully negotiated and ratified the Police Benevolent Association (PBA) Lieutenants Collective Bargaining

Agreement and implemented salary range and step increases relevant to Police Lieutenants and Executive Management.

- **Health Insurance Rates** - Held the line on health insurance rates for employees in the FY 2025 Budget with no increases in premiums for seven consecutive years.
- **Wellness Support for Employees** - Provided activities for Mental Health Awareness Month with a series of programs and events designed to support employees' mental health, work-life balance, stress management, and financial wellness. Events included free massages, sound meditation and relaxation sessions, and lunch and learn workshops. In addition, two new contracts were implemented for specialized health and wellness support services for public safety employees.
- **Succession Planning** - In recognition of the importance of succession planning and embracing talent within the organization, as of June 2025 approximately 43% of our total vacancies were filled by the promotion of internal candidates.
- **Employee Appreciation** - Hosted the annual **"Best of the Best Breakfast"** at the Bridges at Springtree Golf Club to honor employees who were awarded the Outstanding Performance Award, Quarterly Management Award, or Employee of the Year Award.
- **Employee Service Awards Program** - Hosted the **RISE Ceremonies** (Recognizing Incredible Sunrise Employees) to recognize and reward employees that achieved City service milestones of 5, 10, 15, 20, and 25 years of service.
- **Family Friendly Employee Appreciation** - Organized **Take Your Child to Work Day**, where employees' children (ages 8-13) explored the Sunrise Municipal Campus through guided tours, interactive activities, and demonstrations. This engaging event provided a firsthand look into the workplace, fostering an appreciation for their parents' roles and the impact of their work on the community. We also hosted a **Family Movie Night** in the Civic Center Theatre with employee hosted entertainment, a family-friendly movie, and snacks handed out by members of the City Manager's Office.
- **Employee Appreciation** - The City Manager's Office Leadership Team visited employees throughout the City to provide treats via the Woo-Hoo Wagon and thank them for their hard work and dedication. We also held an Ice Cream Social in the Sunrise Café to encourage camaraderie and enhance employee morale.
- **Recruiting Software** - Expanded NEOGOV's Insight software for recruiting and applicant tracking to digitize and modernize our paper-based position requisitions, new hire/promotion personnel action forms (PAFs), and offer letters. The expansion of the existing software centralizes access to new hire processing data, standardizes approval workflows and accelerates time-to-hire.
- **Onboarding Software** - Implemented NEOGOV's Onboard software to digitize the onboarding process for new employees. This software allows new hires to complete forms online, standardizes and centralizes onboarding processes, and helps introduce new employees to the organizational culture through a dedicated onboarding portal.

- **Performance Evaluation Software** - Implemented NEOGOV's Perform software to digitize and modernize the City's performance evaluation system. The new software provides tracking of all performance evaluations, streamlines automated approvals and reminder notifications, and centralizes performance feedback in one place. The software was configured based on feedback received from multiple focus group meetings with employees from all bargaining units, at all levels of the organization, to identify priorities for the new performance evaluation system.
- **Learning Management Software** - Implemented NEOGOV's Learn software which promotes employee training with an easy-to-use system for Human Resources, department managers, and employees. The software offers a catalogue of over 1,400 courses to support employee compliance training, leadership and management development, and prepares new hires by adding training to onboarding checklists.
- **Three Pillars Training** - Continued training of all City employees on the Sunrise Three Pillars (Customer Service, Collaboration, and Transparency) core values training for all non-sworn employees, achieving a total of 669 employees trained through June 2025.
- **Toastmasters Rising Star Society** - Expanded this employee development program with two new cohorts through Toastmasters International, which helps employees develop public speaking skills and confidence in their careers.
- **Personnel Files Digitization** - Expanded use of Tyler Content Manager (TCM) to digitize all active personnel files. Scanned documents are being organized and assigned to specific categories within the system for ease of use and retrieval.

Grants Received:

- Awarded grant funding through the Florida Department of Management Services to strengthen the City's cybersecurity risk management program, including implementing technology upgrades - **$286,960**.
- Awarded a Broward County Youth Climate Action Micro-Grant Program to provide funding for a Wildflower Meadow at Hiatus Trailhead Park - **$5,000**.
- Awarded 2021 and 2022 Edward Byrne Justice Assistance Grant (JAG) for overtime costs associated with law enforcement activities for community-oriented policing operations - **$29,349.08**.
- Awarded Bureau of Justice Assistance Patrick Leahy Bulletproof Vests Partnership (BVP) for the purchase of bullet proof vests for law enforcement - **$30,814.30**.
- Awarded grant funding through Broward County Integrated Water Resources Plan for the installation of reclaimed water irrigation system at the Sawgrass Utility Complex and Administration Facility - **$120,000**.
- Awarded grant funding through Florida Department of Transportation-Subgrant for Highway Traffic Safety Funds to reimburse overtime for data-driven high visibility enforcement and educational programs, focusing on interstate speed prevention operations - **$50,000**.

- Awarded grant funding through the Florida Department of Law Enforcement for replacement of noncompliant drones - **$152,504.**
- Awarded grant funding through the Florida Department of Environmental Protection to write the City's Vulnerability Assessment - **$150,000.**
- Awarded grant funding through the Florida Department of Transportation – Subgrant for Highway Traffic Safety Funds to reimburse overtime for Occupant Protection and Child Passenger Safety Initiative - **$83,000.**
- Awarded grant funding through the Florida Department of Transportation Pedestrian and Bicycle Safety High Visibility Enforcement and Support Program for overtime high visibility education and enforcement operations - **$38,511.**
- Awarded grant funding through the Florida Department of Law Enforcement to provide Online Sting Operations for Local Law Enforcement - **$59,838.94.**

Capital Projects:

- **New City Hall Parking Garage** - Completed the construction of the **527- space parking garage** adjacent to the new City Hall Building and progressed expansion of the **Amphitheater and Great Lawn**.
- **Veterans Park** - Completed construction of the new Veterans Park to honor our military personnel. A **Grand Opening and Ribbon Cutting** celebration was held on October 5, 2024 for the public to enjoy the new park and all the amenities. A new shade canopy is currently being installed at the park over the boundless playground.
- **Water System Improvements** - Completed replacement of water mains and service lines in the **Sunrise on the Green** community at 4001 N University Drive.
- **Pine Island Road Force Main Replacement** - Completed construction to replace approximately 16,000 linear feet of force main along N. Pine Island Road, NW 94th Avenue, Springtree Drive, and NW 84th Avenue.
- **Allegro and Laguna Service Line Replacements** - Progressed construction to replace approximately 207 water service lines throughout the Allegro and Laguna communities located between Flamingo Road and NW 136th Avenue.
- **Median Revitalization Project** - Completed a median revitalization project along Springtree Drive including pressure cleaning, seal coating of pavers, irrigation retrofit and new installation, and replacement of shrubs and trees. *This project was completed with in-house Public Works staff.*
- **Median Revitalization Project** - Completed a median revitalization project at Hiatus Road including pressure cleaning, irrigation retrofit and new installation, and replacement of shrubs and trees adjacent to the City's Entry Sign. *This project was completed with in-house Public Works staff.*
- **Median Revitalization Project** - Completed a median revitalization project at West Oakland Park Boulevard near the Sawgrass Expressway including pressure cleaning, irrigation retrofit and new installation, and replacement of shrubs and trees adjacent to the City's Entry Sign. *This project was completed with in-house Public Works staff.*

- **Tree Replacement Program** - Installed 194 trees in various rights-of-ways and facilities throughout the City as part of the Tree Replacement Program.
- **Advanced Metering Infrastructure (AMI)** - Created a marketing campaign and began installation of approximately 9,600 new transmitters for gas meters and 45,000 new digital water meters within our service area. This is a 24-month project, which is expected to conclude in 2027.
- **Sunrise Entryway Signs** - Completed the construction and installation of four new City Entryway Signs. The locations are West Oakland Park Boulevard near the Sawgrass Expressway ramp, Nob Hill Road (north), Sunrise Boulevard (west), and Hiatus Road (south).
- **Springtree Biscayne Aquifer Well Improvements** - Completed construction of a new Biscayne Aquifer Well to maintain the appropriate water supply to the Springtree Water Treatment Plant.
- **Sunrise Golf Village Infrastructure Improvements** - Progressed construction of the Sunrise Golf Village Infrastructure Improvements, including water mains, force mains, drainage improvements and milling and resurfacing of all affected roadways within the project limits.

Public Art:

- **Master Plan** - City staff is working with consultants on the Public Art Masterplan, which will include recommendations for future public art opportunities.
- **Village Art Plaza** - Completed three large art murals, two permanent entryway sculptures, nine temporary art sculptures, a post office historical plaque, and an audio art tour at the new Village Art Plaza. A large interactive upside-down house sculpture has also been installed.
- **Flamingo Linear Park** - Four new art sculptures have been installed at Flamingo Linear Park.
- **1200 Sunset Strip Parking Lot** - Fabrication of a Caribbean Garden sculpture is nearing completion, and it will be installed at the newly completed parking lot.

Economic Development:

- **Baptist Health South Florida Hospital** – Baptist Health officially purchased the property from the City on July 23rd and Baptist received their approvals for the development of a state-of-the-art hospital in western Sunrise. The estimated value of the project is $500 million and it is currently in the permitting phase.
- **Broward Health Emergency Department** - Broward Health received their permits for a free-standing Emergency Department in central Sunrise and has commenced construction activity on the site.
- **Pat Salerno Drive** - Metropica completed the conveyance of the land to the Florida Department of Transportation (FDOT), which was an important step in the project towards the expansion of Pat Salerno Drive to a full-access interchange.

- **Freebee On-Demand Transportation Services** - Continued this popular free transportation program, which serviced 65,000+ passengers in 2024 and continues to grow each year. Vehicles are custom branded and showcase an animated slideshow of City amenities and programs, and economic development.
- **New Multifamily and Townhome Projects** - Projects totaling over 3,000 new units are in various stages of planning and development throughout the City. Below are highlights of the new residential development projects in Sunrise:

  Workforce Housing
  - **Pine Island Park** - Located west of Pine Island Road on the South side of NW 44th Street. This project proposes 120 multifamily units between 30% and 70% Area Median Income (AMI). This Live Local project is concurrently in the site plan and permitting phase.
  - **Vista at Springtree** - Located at 3100 N University Drive. This project proposes 96 units between 30% and 80% AMI with a small commercial component. This project is currently in the site plan application stage.
  - **Sunset Strip Square** - Located at 1577 Sunset Strip. This project proposes 29 single family homes up to 140% AMI that will be for sale. Permitting process forthcoming.

  Mixed-Income Housing
  - **The Ray** - Located on the corner of Sunrise Blvd. and Sunset Strip. This proposed catalyst project includes mixed-use with 400 units with 132 restricted up to 120% area median income. The project is currently in the Site Plan approval phase. The City has also entered into an economic incentive agreement for The Ray project, to support this workforce housing in a key opportunity site in eastern Sunrise.
  - **Solterra** - Located on the former Sunrise Golf and Country Club site in eastern Sunrise. This project received nearly all entitlement approvals and has begun site clearing in preparation for home construction to begin this calendar year. This project is expected to include 400 single-family homes and 500 townhomes and is in the site plan and permitting approvals phase.
  - **Caroline** - Located near the SW corner of Oakland Park Boulevard and N Pine Island Road. This project includes 412 apartments and 40 townhomes and will be built on the former ice rink site. The former ice rink site has been demolished in preparation for the development and the project is in the permitting phase.

  Market Rate Housing
  - **Sunrise Gardens** - Located on the NW corner of Oakland Park Boulevard and University Drive. This is a 235-unit apartment complex, which is under construction on the former BJ's Wholesale site.
- **Support for Affordable Housing Projects** - The City entered into two separate low interest loans with Pine Island Park and Vista at Springtree to help create affordable housing for very-low, low-income, and moderate-income families, between 30% and 80% AMI.

- **Metropica** - Located on the NE corner of Sunrise Boulevard and NW 136th Avenue. This project received additional entitlement approvals through a land use plan amendment for 500 units and 140,000 square feet of office. This project has submitted a revised master plan.
- **Sunrise Town Center** - Located on the NE corner of Oakland Park Boulevard and University Drive. This is a redevelopment project including the demolition of the vacant building in the Sunrise Town Center and the construction of a new grocer and façade improvements. This project received site plan approval and is in the permitting phase.
- **Jamco** - Located at the old Roller Hockey site, off NW 103rd Avenue, south of NW 53rd Street. This project received approvals to redevelop the site into an industrial/office warehouse.
- **Florida Panthers** - Engaged with the Florida Panthers senior management to encourage an expanded partnership with the City. The Florida Panthers signed an extension to their lease with Broward County and have taken over development rights at the Amerant Bank Arena.
- **Royal Palm Plaza** - Located along Sunrise Boulevard west of Sunset Strip. Staff worked with the plaza owner to demolish the existing shopping center that had reached the end of its useful life.

East Sunrise Improvements Master Plan:

- **Village Art Plaza** - Completed construction of the Village Art Plaza project, a major milestone for the City, which includes significant public art and public gathering areas. **A Grand Opening and Ribbon Cutting** celebration was held on **March 29, 2025** for residents to experience the new space and its collection of murals and sculptures on display. Regular programming such as Tasty Tuesday food truck events, yoga in the park, and monthly Farmers Markets launched after the opening.
- **Activation of Library Square Plaza** - Brought forward a lease with a restauranteur to open a new Caribbean inspired restaurant with craft beverages, along with a lease with a new coffee shop, Koffee Kult, which will also offer ice cream to patrons. The build out of the spaces currently being designed.
- To further activate the new **Village Art Plaza**, the City was able to purchase the last remaining bay in Library Square, which allows the City to assume responsibility for the plaza.

Code Amendments:

- **Small Scale Site Plans** - Amended the City Code to create a small-scale site plan process for a more streamlined review for elevations and smaller scope projects.
- **Small Scale Site Plan Procedures** - Revised the Small Scale Site Plan procedures to align with the Large Scale Site Plan Procedures for streamlining and efficiency for all parties.

- **Update Sign Code Regulations** - Hired a consultant and commenced a review of the current City sign code regulations. The review includes significant public engagement with the community to seek critical input from both the business community and the residents of the City.
- **PUD & PDD Revisions** - Amended the City Code to reduce the required area for a project to be rezoned to either a Planned Unit Development (PUD) or Planned Development District (PDD) from ten to eight acres. Also, amended the Code to eliminate the need for a separate master plan application for single-phase PDDs.

Other Accomplishments:

- **Utilities Legislative Support** - Hired a State lobbyist to successfully advocate on the City's behalf in Tallahassee as it relates to our regional utility system. As part of the 2025 Legislative Session, I traveled to Tallahassee to meet with State Representatives and Senators to lobby legislators for support for our utility system, which was the target of several unfavorable proposed Bills during 2024 and 2025.
- **Strategic Plan** - Continued development of the **City's First Strategic Plan - *Imagine Sunrise 2041: "Lighting Our Path Together"***. This planning process allows us to evaluate our current path and plan for the future of the City, utilizing feedback received from our residents and businesses through community surveys, focus groups, visioning meetings, and personal interviews.
- **Distinguished Budget Award** - Awarded the Distinguished Budget Award by the Government Finance Officers Association (GFOA) for the 12th consecutive year.
- **Certificate of Achievement for Excellence** - Awarded the Certificate of Achievement for Excellence Financial Reporting for our Annual Comprehensive Financial Report (ACFR) by the GFOA, for the 30th consecutive year.
- **Tree City USA** - Recognized as a **Tree City USA**, for the 36th year.
- **Bicycle Friendly Community** - Renewed the City of Sunrise designation as a Bicycle Friendly Community as a Bronze level award from the League of American Bicyclists.

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: Police

Item Title: Chief of Police Annual Review

Item Number: 17B **Meeting Date:** 8/12/2025

City Reference Number (C#):

Item Description:

Commission discussion and/or action regarding the annual review and evaluation of the Chief of Police Daniel J. Ransone.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

Chief Ransone Performance Review

Background:
This agenda item is for the Annual Review of the Chief of Police.

Daniel J. Ransone, Chief of Police
Anniversary Date: December 12th

Excerpt from the Employment Contract:

As per Article 5: Compensation in the Chief of Police Contract.

5.2 Performance Review. The City Commission may meet to review and evaluate the performance of the Employees annually by December 31st of each year or within sixty (60) days thereof, beginning after the Employee has completed one year as Chief of Police.

And

5.3 COLA: Commencing on the date of this Agreement is fully executed by the parties, Employee shall receive any prospective pay plan adjustments (cost of living adjustments (COLA)) and lump sum payments that are made available to the General Executive/Management employees, provided the same are payable for services provided after the effective date of the Agreement. The first available date for a COLA and/or lump sum payment would be October 1, 2024.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Daniel J. Ransone Phone: 954-746-3399

Department Head Name and Title:
Daniel J. Ransone, Chief of Police

City Manager:
Authorized for agenda placement

Memorandum

To: Mayor and City Commissioners

From: Daniel J. Ransone, Chief of Police

Date: January 27, 2025

Re: Performance Review

CC: City Commission Office, City Manager's Office, City Clerk

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As we reflect on the past year, I am struck by the profound journey our department has undertaken—not just in fulfilling our duty to serve and protect but in redefining what it means to lead with purpose, empathy, and strength. Each challenge we faced became an opportunity to evolve, to deepen our connection with the community, and to reaffirm our commitment to a shared vision of safety and unity. This annual review is not merely a recounting of achievements but a testament to the collective heart and determination of the women and men of the Sunrise Police Department who embody our core values every day. A testament to our community, whose trust and partnership inspire and empower us to rise to our highest potential. A testament to the Sunrise Family. It is with immense pride and fulfillment that I share these reflections with you.

Before I begin, I would like to thank the Mayor and City Commissioners for your guidance and support throughout my first year as Chief of Police. Stepping into this leadership role, I leveraged the valuable lessons and knowledge gleaned from our shared experiences to navigate the uncharted waters at the helm of the Sunrise Police Department. I am truly thankful that each of you, individually and collectively, are a foundational part of our collective growth as ***the*** premier law enforcement agency in the Country.

Facts and Data:

- **Employee Snapshot** - The Sunrise Police Department is comprised of 176 sworn law enforcement professionals. 101 general employee professionals, and 10 Broward Police Academy Recruits who are set to graduate early next year. I recognize our Sunrise Police family as they are the lifeblood of our department, each working together to achieve the greater good.

- **Recruitment** - 2024 has been a monumental year for our Personnel Unit as they vetted, processed, and hired a record number of new employees.

Our Personnel Unit welcomed a new Background Investigator with prior Human Resources experience. Working in collaboration with the City's new Assistant HR Director and his team, our Personnel Unit was able to integrate into the NEOGov platform, streamlining the entire hiring and on-boarding process with enhanced cross departmental communication and cooperation.

- **Succession Planning** - Succession planning remains a top priority that, from day one, we have approached with strategic foresight and attention to the unique needs of the Sunrise Police Department. Over the past year we have developed and implemented a robust succession plan with laser focus on tangible key leadership metrics. With buy-in at all levels of leadership, our dynamic root cause analysis addresses attrition via veteran retirement while simultaneously addressing the needs and aspiration of younger officers to inspire retention. Through transparent and inclusive fostering of the wealth of talent from within, members with unique and highly valuable leadership traits have emerged. These future leaders are currently immersed in a multifaceted development program consisting of targeted training, mentorship programs, and expanded growth opportunities, embedding leadership traits as core values across the department.

- **Calls for Service** - The City of Sunrise Police Department utilizes a unique, comprehensive, and multifaceted approach to our crime reduction strategy. The foundation of our strategy is built upon core principles of fostering trust and legitimacy, investing in community-based prevention and intervention, setting strategic enforcement strategies, and an open and honest review of our efforts. These principles are recommended by the Department of Justice and provide a macro view of our overall strategy. As Chief of Police, I am equally focused on the microcosm of every interaction we have with members of our community. We take great pride in our authenticity, empathetic nature, and accountability. The practical application of our core tenants has led to a rise in public trust and a decrease in property crimes such as residential and conveyance burglaries, as well as a decrease in persons crimes such as robbery and assault. From January 2023 through mid 2024, a review of our efforts shows an average 22% decrease in the aforementioned areas. This metric is part of why the City of Sunrise is the best place to live, work, and play.

Internal Growth:

- **Commission for Florida Law Enforcement Accreditation** - The Sunrise Police Department attained Excelsior Level CFA Accreditation in 2024. The Florida Department of Law Enforcement – Commission for Law Enforcement Accreditation provides the benchmark standards to which all agencies in the state must meet to achieve official accreditation. To become accredited in the State of Florida, a law enforcement agency must meet hundreds of standards established by the Commission for Florida Law Enforcement Accreditation. The Accreditation function is responsible for ensuring that areas of the department remain in compliance with specific standards as set forth by the State of Florida. These standards address all facets of the agency including administration, internal affairs

operations, investigations, patrol, personnel, training, traffic, response to resistance and more.

The 2023-2024 Accreditation marked our sixth onsite assessment. The Commission for Florida Law Enforcement Accreditation sent an assessment team to conduct an in-depth review of our policies, procedures and practices. The team members were tasked with verifying and confirming compliance with CFA standards by reviewing files, interviewing personnel, and participating in patrol ride-alongs with our police officers.

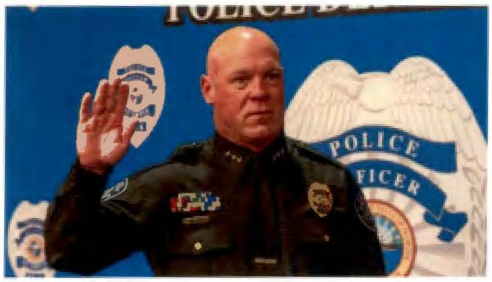
Our department passed the on-site accreditation with glowing accolades and 100 percent compliance. Each assessor praised our agency's professionalism, customer service approach, and dedication to the accreditation process. In completing this process, we were bestowed the coveted Excelsior level recognition. Translated from Latin meaning "forever upward" this is the highest level of accreditation achievement a criminal justice agency can receive. This onsite assessment commemorated our fifth successful reaccreditation enabling us to reach the prestigious status of Excelsior.

The community and the department benefit from the accreditation process because it reinforces an agency's ability to maintain the highest standards of law enforcement services that represent current professional practices. The benefits of accreditation are numerous and affect many areas of a law enforcement organization as well as the community in which they serve. The Sunrise Police Department is extremely proud to have not only been re-accredited but to have reached the prestigious benchmark of Excelsior Recognition. Accreditation is a coveted award that symbolizes professionalism, excellence, and competence, and we will continue to commit ourselves to the highest standards of professional law enforcement service through this process.

- **Mental Health Awareness** - This year we proudly implemented our Peer Support Program which is designed to assist personnel in managing the emotional and mental toll of critical incidents, life-threatening situations, and ongoing high stress, whether work-related or personal. It operates alongside the Employee Assistance Program, offering voluntary, confidential support through trained Peer Support Team members. These members, selected by peers and certified through specialized training, provide guidance but do not replace psychotherapy. The program also includes a Chaplaincy Program for both spiritual and non-spiritual support and a Clinician Response Team with licensed mental health professionals to address crisis symptoms and mental health risks. Critical incidents may range from officer-involved shootings to mass casualty events, with interventions tailored to the unique needs of personnel. On average, the program, including peer support, chaplain outreach, and critical incident debriefs, is utilized about twice a month, underscoring its active role in fostering resilience and well-being within the department.

- **Engagement Through Innovation** - We are leveling up our community engagement with our newest initiative – Gamers and Guardians. In the upcoming months we will roll out the brand-new Sunrise Police Gaming Trailer and Gaming Squad. This state-of-the-art mobile gaming hub is designed to connect our Guardians with our community of gaming enthusiasts in a fun and unique way. Our Gaming Trailer is stocked with eight gaming stations consisting of the most popular consoles and games, a racing simulator, LED lighting, and even a stage for rocking out. Big screens and big sounds bring everyone together in a unique and innovative way.

- **Welcoming New Leadership** - On April 1, 2024, retired City of Fort Lauderdale Assistant Chief, Dana Swisher, assumed his new role as our Deputy Chief. Seeking out the best and most qualified candidate for the position of Deputy Chief was not an easy task. There are many who were qualified, but I sought to do more than merely "fill" a position. Our City, our Sunrise family, deserves an individual who transcends this concept. An individual who is grounded in the sanctitude of our mission, vision, and values. A person of moral and ethical worth, who can offer experience, knowledge, and wisdom. Deputy Chief Swisher is a 26-year law enforcement veteran, who has held a position in nearly every facet of Law Enforcement. From his tactical background and investigative expertise to his command and leadership capabilities, we are truly blessed to have him as a member of our Sunrise family.



Trust and Transparency:

- **IA Pro Implementation** – Our Office of Professional Standards and Administrative Services Division members have been working tirelessly to finalize the implementation of IA Pro. IA Pro is a comprehensive software system to manage internal affairs, citizen complaints, Response to Resistance Reports, and officer performance data. It allows for centralized tracking and analysis of incidents, ensuring that agencies can monitor and address trends in behavior and accountability. By automating data collection and providing detailed reports, IA Pro helps agencies maintain transparency, improve officer conduct, and reduce liability risks. Its integration with early intervention systems also aids in identifying potential issues before they escalate. IA Pro has been implemented by some of the largest agencies in South Florida, including BSO. As an added benefit, IA Pro is a digital paperless system and conforms with the City's Green Initiative.

2023 – 2024 Standout Momentous Occurrence:

On December 30, 2023, a violent domestic encounter occurred within the City of Sunrise. On the night of the incident, a female victim was ambushed by her child's father as she walked towards her apartment. Upon seeing the subject concealed in the stairwell, the victim took flight and ran towards her vehicle in the parking lot. The subject immediately gave chase, where he caught up to her and knocked her down. With the victim pinned down on the parking lot pavement, the suspect pointed a handgun at the victim's face and began to pull the trigger. The victim twisted and turned her body and head to avoid being executed. After firing multiple shots at the victim, the suspect stole her vehicle and fled the area. During this altercation, the victim was able to avoid being struck in the head by the gunfire; however, she sustained two gunshot wounds to the upper arm and shoulder. In the following days, Sunrise Police Detectives worked relentlessly to locate the subject and bring him to justice.

On January 2, 2024, Detectives gathered intel that suggested the subject was attempting to flee the South Florida area, via a Greyhound bus. Detectives saturated surrounding bus terminals and ultimately located the subject waiting for the next bus. A team of Detectives made an approach on the subject for his apprehension. Upon recognizing these Detectives as law enforcement, the subject brandished a handgun from his waistband and began running from the Detectives making contact. Detective Robert Padron, having observed the armed subject running in an area occupied by innocent civilians, knowingly stepped away from safety and into harm's way, to address the threat posed. As the violent subject ran, his attention quickly turned to Detective Padron, who was in close proximity. The dangerous subject began to fire upon Detective Padron, who showed no fear or hesitation, returned fire and successfully stopped the subject from further threatening the community. Detective Padron's valiant actions were not without cost, as he suffered a severe gunshot wound to his upper leg, which required immediate medical intervention.

I wish to highlight the brave and courageous actions taken by Detective Padron on this day. Though the violent encounter lasted under a minute, the impact Detective Padron's actions had on the community, by stopping a hostile subject with no regard for human life, will last indefinitely. Looking down at the barrel of a firearm, Detective Padron was resolute and unswerving. Detective Padron prioritized the safety and well-being of the community above his own, which is an act that can only be carried out by a hero. Detective Padron's actions exemplified courage and were performed to protect the lives of all those in the bus terminal that day. For his heroic action, Detective Padron was bestowed the Medal of Honor, our department's highest award.

Looking Toward our Future:

As we look toward the future of the Sunrise Police Department, the foundation of excellence, professionalism, and resilience established over the past year positions us for continued growth and success. The lessons learned and achievements celebrated—whether through innovative programs like Peer Support, robust succession planning, or milestones like Excelsior Accreditation—serve as a testament to our commitment to serving with distinction. Our focus remains on fostering a department that evolves with the times while staying grounded in our core values. By investing in the development of our personnel, embracing cutting-edge technology, and prioritizing trust and transparency with our community, we will continue to set the standard for law enforcement excellence. Together, as one Sunrise family, we are prepared to meet the challenges ahead, fortified by the strength of our past and inspired by the limitless potential of our future.

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: Fire Rescue

Item Title: Fire Chief Annual Review

Item Number: 17C **Meeting Date:** 8/12/2025

City Reference Number (C#):

Item Description:

Commission discussion and/or action regarding the annual review and evaluation of the Fire Chief. John McNamara, Fire Chief.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

Fire Chief John K McNamara Performance Review Memorandum 2023

Background:
This agenda item is for the Annual Review of the Fire Chief.

John K. McNamara, Fire Chief
Anniversary Date: January 12th

Excerpt from the Employment Contract:
Section 5.2 Performance Review. The City Commission may meet to review and evaluate the performance of the Employee by July 30th of each year or with 60 days thereof, beginning after the Employee has completed one year as Fire Chief.

Section 5.3 Merit. In any given year in which the Employee receives a favorable performance review, the Commission may approve a merit increase, within Employee's pay range, of one (1) pay step retroactive to Employee's anniversary date which for purposes of a merit increase shall be the Effective Date of this Agreement.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: John McNamara Phone: 954-746-3464

Department Head Name and Title:
John McNamara, Fire Chief

City Manager:
Authorized for agenda placement

Memorandum

To: Mayor and City Commissioners

From: John K. McNamara, Fire Chief

Date: August 7, 2024

Re: Performance Review

CC: City Commission Office, City Manager's Office, City Clerk

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I would like to take this opportunity to say thank you for allowing me to serve as the Fire Chief for the City of Sunrise Fire Rescue Department. As I have mentioned in the past, it is truly humbling to be afforded the opportunity to serve not just the residents, business owners, and visitors of the great City of Sunrise, but to also serve the women and men of the Sunrise Fire Rescue Department. Working in the capacity of a Chartered Officer, I hope over the past year I have represented your interests in overseeing the specific fire rescue related needs for our community in a way that supports the vision, mission, and values that our community has come to know.

The Sunrise Fire Rescue Department is made up of 174 dedicated women and men, of which 164 are sworn fire-rescue professionals, that pride themselves in serving our community's needs. I mention this as while I realize this will be a review of my overall work performance over the past twelve months, much of my success and that of the department's is the result of these fire-rescue professionals and the administrative support staff going above and beyond each and every day they come to work on behalf of our community.

During Fiscal Year 2023, Sunrise Fire Rescue responded to more than 16,000 calls for service ranging from fire suppression, emergency medical services, and special operational calls (which includes regional response calls as part of our countywide regional team agreement). We continue to have strong cross-jurisdictional response relationships based on the countywide "closest unit response" protocols (now known as 'fastest unit response'); especially with our neighboring geographical communities.

While there are a lot of tasks and activities that have been completed over the last year, the following represents some of the highlights of our accomplishments and some background on these examples for your review:

- The Administration Division continues to work in assisting with oversight of the other Divisions within the department to assist and support a variety of functions for each division. In addition, it works monitoring aspects of the department that work in collaboration with other inter-city departments ranging from hiring and recruiting, payroll related matters, employee related matters, employee accidents and/or injuries, workers compensation, etc.
- The Operations Division successfully implemented the "Whole Blood Program" in which Sunrise Fire Rescue became the first municipal based fire-rescue agency in Broward County to deliver such advanced services. We also successfully achieved the American Heart Association 2024 Mission Lifeline Gold Award which is a recognition of our pre-hospital continuum of care as it relates to both heart related emergencies and stroke related emergencies.
- Our Emergency Management Division once again achieved the Storm-Ready recertification from the National Weather Service showing that our department meets the emergency preparedness standards for the community.
- Our Fire Prevention Division welcomed another new Fire Marshal, this time from inside the agency. We continue to evaluate the administrative and operational policies and procedures to see how we conduct annual inspections with the intent of meeting our target goal of inspecting all the businesses within our City.
- The Support Services Division worked side-by-side with our city Facilities Maintenance Section of our Public Works Division to accomplish several facility upgrades, specifically the interior remodeling of kitchen areas and the exterior painting of specific fire stations.
- The Training Division conducted a new hire recruit orientation for five (5) new personnel. In addition, they conducted promotional orientations for the ranks of Captain and Driver Operator to facilitate personnel whom will be eligible to work out of classification and/or be promoted to future vacancies.

While the above is not all inclusive, I believe it speaks to the quality of service we provide to the community as an all-hazards, service delivery system. As Fire Chief, it is certainly my intent to keep that type of quality service delivery to our community and to provide you all with the information you need to make informed decisions moving forward to improve and enhance our service we currently provide.

Having said that, past performance can't be relied on to maintain future performance. As Fire Chief, I am working towards some initiatives in the upcoming year should I be afforded the opportunity to continue to lead the organization in an effort to improve on the services we currently provide. As mentioned last year, we are now in the early stages of conducting a "Community Needs Assessment" to determine what areas of the community may be subjected to potential future risk reduction initiatives. This assessment will look at both the internal community – our employees – and out external community – those we serve. These risk reduction initiatives may range from reducing employee injuries, improving behavioral health and wellness services; to improved fall prevention program for residents and bringing awareness to house fires that involve hoarding of combustibles in parts of homes not

accustomed to such bulk items. These initiatives should be able to align with our current community paramedic concept in connection with our public education program.

Speaking of public education, we have recognized a need to improve how we communicate these initiatives to our external community and much focus will be on implementing new public education ideas in the upcoming fiscal year (upon approval of budgetary items).

These discussed concepts have also led to focus on rebranding how we do both of these tasks, and in the upcoming fiscal year, we are looking to rebrand and reimage our Emergency Management Division to become more a Community Risk Reduction Division to bring all of our community risk related tasks – CERT, Public Education, Community Paramedicine – under one common division to refocus our efforts and improve our risk reduction efforts,

On a personal note, I have begun the process of obtaining my Master's Degree in Fire Executive Leadership, with a minor in Human Resource Management. As part of my coaching and mentoring process to not just my direct staff, but to the entire agency, I wanted everyone to know that there is always room for personal and professional growth – even for the Fire Chief! While it has been a slight adjustment in getting back to completing homework, if it sparks more growth from my team members, then the challenge will be worthwhile. Based on my current degree plan, I should have it completed during the performance evaluation period of July 2026.

In closing, as I have said in the past and will continue to say moving forward, it is not lost on me that there are many other women and men that would love the chance to serve in the capacity that I serve all of you today. Nonetheless, I would love the opportunity to continue to serve our community through the direction of each one of you if you should believe I continue to be the right person for the role.

As always, I am available to each of you prior to the upcoming public performance review that is scheduled for Tuesday, August 13, 2024 as well as being prepared to respond to any questions regarding my performance and that of our department in public during the aforementioned meeting.

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: City Clerk

Item Title: City Clerk Annual Review

Item Number: 17D **Meeting Date:** 8/12/2025

City Reference Number (C#):

Item Description:

Commission discussion and/or action regarding the annual review and evaluation of the City Clerk. Felicia M. Bravo, City Clerk.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

Accomplishments FY 2023-2024
Accomplishments FY 2024-2025

Background:
This agenda item is for the Annual Review of the City Clerk. It should be noted that the City Clerk's pay range (63-81) is established by Resolution and she is at the maximum step of the range at this time.

Felicia M. Bravo, City Clerk
Anniversary Date: February 13th
Review Period: February 13, 2024 - February 12, 2025
Last Review Date: September 24, 2024

Because the review date is six months after the anniversary date, both FY 23/24 and FY 24/25 YTD accomplishments are attached.

Excerpt from Employment Contract:
Section 2 (C): Benefits. In exchange for her services as City Clerk, Felicia M. Bravo shall receive the following benefits…Unless otherwise provided by this Agreement, all benefits provided to the General Employee Executive/Management personnel as designated in the City's Executive/Management Ordinance at the same level at which they are being provided as of the date of this Agreement, as well as any additional benefits or increases. If the City Commission approves an annual merit increase for Executive/Management personnel, Felicia M. Bravo shall receive the merit increase on her anniversary date.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Felicia M. Bravo Phone: 954-746-3333

Department Head Name and Title:
Felicia M. Bravo, City Clerk

City Manager:
Authorized for agenda placement

Memorandum

To: Mayor Ryan and City Commissioners
From: Felicia M. Bravo, City Clerk
Date: October 4, 2024
Re: **FY 2023/2024 City Clerk's Office Accomplishments & Highlights**

Below please find a list of accomplishments and highlights by the City Clerk's Office in FY 2023/2024:

1. Qualified eleven (11) candidates for a General Election in November 2024 for Commission Seats A, B and Mayor;
2. Conducted elections for the City's three retirement plan boards;
3. Currently conducting a special election for the Police Officers' Retirement Plan Board;
4. Conducted board liaison and board secretary training for 15 advisory boards;
5. Implemented advisory board minutes page on City website for ease of use by public;
6. Instructed Form 1 advisory board members of new filing method;
7. Oversaw the Commission on Ethics Electronic Financial Disclosure Management System real-time database, now being used by municipal Form 1 and Form 6 filers;
8. Developed the campaign finance filing dates for all Broward County municipal elections where the election is without a primary, but to be held in November 2024;
9. Negotiated inaugural Early Voting Polling Location License Agreement with Broward County Supervisor of Elections (Sunrise was the only municipality to negotiate in protective terms);
10. Advised and coordinated with the Broward County Supervisor of Elections Office to secure polling locations at various City facilities for the 2024 election cycle;
11. Coordinated with the Broward County Supervisor of Elections Office to conduct voter registration drives at City Hall;
12. Presented information about the City Clerk's Office to residents attending the Residents Leadership Academy Cohort 8.
13. Rewrote the job descriptions for the City Clerk and Deputy City Clerk positions.
14. Hired a new Deputy City Clerk, Lina Zapata.

15. Developed a list of projects and activities that would move the City Clerk's Office forward.

In addition to the above, the following tasks were performed:

- Oversaw and coordinated Commission on Ethics reporting for approximately 111 Form 1/Form 6 filers (fluctuates quarterly)
- Registered lobbyists representing 30 clients
- Produced 836 public records requests (11% more than the FY23 total of 752)
- Transcribed 37 sets of minutes
- Processed and digitized 413 ordinances, resolutions, agreements, amendments, and other accompanying documentation totaling 9,051 pages
- Processed 3,432 lien inquiries
- Digitally recorded 561 documents with Broward County (surpassing FY2 total by 73%)
- Wrote 20 Satisfaction of Liens
- Processed 125 applications and background checks for 15 City advisory boards
- Maintained membership, tracked monthly attendance and processed payments for 137 board meetings, involving 125 advisory board members
- Published 40 out-of-section display ads
- Records management:
    1. Box retrievals from off-site storage - 32
    2. New off-site box storage – 135
    3. Records destruction – 9 Records Disposition Documents created, processed and executed, disposing of 308.27 cubic feet of records

Should you have any questions after reviewing the list, please feel free to contact me at 954-746-3331.

Memorandum

To: Mayor Ryan and Commissioners

From: Felicia M. Bravo, Sunrise City Clerk

Date: August 5, 2025

Re: FY 2024-2025 City Clerk's Office Accomplishments through July 2025

The City Clerk's Office has had a productive year. During the FY 2024/2025 budget process, several projects were cited as justification to add an additional position to the office. All of the proposed projects would enhance transparency, require collaboration with other departments, all while improving internal and/or external customer service. An Administrative Officer I was hired in late January 2025. The following provides an update related to each project and information about additional activities and improvements by the City Clerk's Office.

Addition of 16th City Advisory Board – AIM Advisory Board

On October 8, 2024, the City Commission created the Accessibility, Inclusion and Mobility (AIM) Advisory Board. The 11-member board has strict membership qualifications. The City Clerk's Office created an online application with specific questions related to the board membership requirements. The Office contacted appropriate organizations to identify potential members and to ensure the applicants met the requirements. Staff confirmed each applicant completed and passed background checks. The new AIM Board brought the total number of board members to 140.

Online Public Records Request Software as a Service (SaaS)

The City Clerk's Office is on a par with last fiscal year's record number of public records requests. While the present method of processing has worked well to date, efficiencies may be found by using an intermediary to receive the requests. A Program Modification for public records processing software as a service (SaaS) was included in the proposed FY 2025/2026 City Clerk's Office budget for your consideration.

Implementation of Campaign Finance Software as a Service (SaaS)

In June 2025, the City Commission adopted a resolution allowing for the submission of Campaign Finance Reports through an electronic filing system. The same evening, the City Commission approved a "Candidate Financial Reporting System Agreement for Municipalities" between the Broward County Supervisor of Elections and the City. The Supervisor of the Elections Office has since advised that it is reviewing their partnership with VR Systems, Inc. As a result, an executed agreement has not been returned. However, another company, EasyVote, has improved its software to include a two-step approval process for the reports and it is a now viable solution. EasyVote is used by 33% of Broward County municipalities.

City-wide Training on the Sunshine Amendment

The City Clerk's Office is eager to continue the training of City staff regarding both the Public Records Law and the Open Meetings Law. In mid-August, the City Clerk's Office will once again provide department-specific training regarding the Sunshine Amendment. This training is in addition to board liaison and board member Sunshine Amendment and ethics training.

Online Lien Inquiries Software as a Service (SaaS)

Software services that respond to lien inquiries have been in the marketplace for many years. In the past these services were explored but not utilized because the City's land management system was incompatible. The City now uses enterprise software. Staff from Community Development, Finance and the City Clerk's Office met with three different vendors to see how the products performed. There are concerns that the software may not be able to handle the various ways in which lien fines are calculated. In order to test the software, both lien inquiry processes would need to run concurrently for 30 days to ensure the software output is accurate. If the software is able to perform properly, the Public Service Division would be the major beneficiary, but the Code Compliance Division would have to continue using the current method due to the complexity of property maintenance and code compliance liens.

Historical Museum

The City Clerk's Office is processing 53 boxes from offsite storage that contain historical documents, articles and artifacts. Once the contents of each box are confirmed and correctly catalogued as necessary, the City Clerk's Office and City Manager's Office will proceed with the initial selection of documents and artifacts for display.

Automated Document Routing and Management

Currently, routing documents for signature is a highly manual process. City staff are examining opportunities to use digital signatures, which opens up the possibility of routing, executing and managing documents digitally. Implementation would allow staff from multiple departments to see the status of a document during the routing process. The City Clerk's Office is researching viable systems.

Sunshine Amendment Training for New Employees

As part of the onboarding process in the City, training on the Public Records Law and Open Meetings Law should be mandatory for all new employees. The training could be conducted once a month or quarterly at a central location.

Additional Projects/Improvements

In addition to the above-listed efforts, the City Clerk's Office has also moved forward with other projects and improvements.

- Addition of two new staff members in 2024 and 2025. Deputy City Clerk Lina Zapata joined the office in late August 2024 and Administrative Officer I Mariana Esposito began in late-January 2025. Both are working toward obtaining their Certified Municipal Clerk (CMC) designations through various training opportunities.
- The Office is working with IT to create an off-site records management request form in SharePoint which will standardize the manner in which departments submit their requests to the City Clerk.
- The Office is working with IT to create an online retirement plan board voting system using Microsoft 365. It is approaching the testing phase.
- A standardized records exemption notification form is in development.
- To provide easier access to the Commission and Boards webpage for residents, the Office worked with Marketing to develop flyers with QR codes which take prospective board members directly to the webpage, which has a link to the board application.
- Board rosters were modernized to make it easier to change and add additional information.
- The monthly public meetings notice was modernized to make it easier to change and add additional information.

All of the projects and process improvements moved forward while maintaining the regular duties of the office, which include processing lien inquiries, recording documents, maintaining Form 1 Filer lists, registering lobbyists, transcribing minutes, processing and digitizing ordinances, resolutions and agreements, processing board applications and maintaining board membership, publishing out-of-section display ads, and finally, managing active and inactive records.

The City Clerk's Office is proud of its accomplishments to date and staff looks forward to shepherding the projects to fruition.

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: City Commission

Item Title: City Commission Discussion and/or Action Regarding City Hall Museum

Item Number: 17E **Meeting Date:** 8/12/2025

City Reference Number (C#):

Item Description:

City Commission Discussion and/or Action Regarding City Hall Museum. Requested by Assistant Deputy Mayor Jacqueline Guzman.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

No Attachments Available

Background:
City Commission Discussion and/or Action Regarding City Hall Museum. Requested by Assistant Deputy Mayor Jacqueline Guzman.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Phone:

Department Head Name and Title:

City Manager:
Authorized for agenda placement

AGENDA ITEM REQUEST

Originating Department: City Commission

Item Title: Designation of Charities, Fundraising Events and City Events

Item Number: 17F **Meeting Date:** 8/12/2025

City Reference Number (C#): C25193

Item Description:

A Resolution of the City of Sunrise, Florida, updating Resolution No. 11-183, as amended, which identifies Charitable Organizations, Nonprofit Entities, Fundraising Events, and City Events that are formally approved by the City of Sunrise for purposes of charitable solicitations under the county's elected official code of ethics; and providing an effective date. City Manager Mark Lubelski. Thomas P. Moss, City Attorney.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

ATY Resolution - C25193
Sunbiz - Hispanic Unity of Florida, Inc.
Sunbiz - Island Society

Background:
Under the County's Elected Official Code of Ethics, the City Commission adopts a Resolution each year to formally approve charitable organizations, nonprofit entities, fundraising events, and City events for purposes of charitable solicitations under the County's Elected Official Code of Ethics. Even with "formal approval," charitable solicitations must comply with all state and federal laws as well as with City and County ordinances.

A request has been made by Assistant Deputy Mayor Jacqueline A. Guzman to add Hispanic Unity of Florida, Inc. and Island Society for the Promotion of Artistic and Cultural Education Inc. to the list of approved charities, as set forth in Exhibit A of Resolution No. 11-183.

Hispanic Unity of Florida, Inc. and Island Society for the Promotion of Artistic and Cultural Education Inc. are Florida non-profit corporations that meet the Internal Revenue Code's criteria for charitable organizations.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Thomas P. Moss, City Attorney. Phone: 954-746-3200

Department Head Name and Title:
Thomas P. Moss, City Attorney.

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, UPDATING RESOLUTION NO. 11-183, AS AMENDED, WHICH IDENTIFIES CHARITABLE ORGANIZATIONS, NONPROFIT ENTITIES, FUNDRAISING EVENTS, AND CITY EVENTS THAT ARE FORMALLY APPROVED BY THE CITY OF SUNRISE FOR PURPOSES OF CHARITABLE SOLICITATIONS UNDER THE COUNTY'S ELECTED OFFICIAL CODE OF ETHICS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, effective January 2, 2012 the Broward County Board of County Commissioners enacted Ordinance No. 2011-19 which was codified at Section 1-19 of the County's Code and which created ethics standards for County Commissioners, elected municipal officials, and certain other specified individuals; and

WHEREAS, Section 1-19 of the County's Code contains certain requirements that apply to an elected official who solicits funds, goods, or services on behalf of any charitable organization, nonprofit entity, or individual; and

WHEREAS, the City Commission's Resolution No. 11-183, as amended, identifies those charitable organizations, nonprofit organizations, fundraising events and City events that are formally approved by the City; and

WHEREAS, the City Commission of the City of Sunrise updates its Resolution periodically and adds or removes charitable organizations, nonprofit organizations, fundraising events, and City events.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. The above stated Whereas clauses are hereby adopted as true and incorporated herein.

Section 2. Resolution No. 11-183, as amended, is hereby further amended and ratified, and the City Commission hereby determines that charitable solicitations for the charitable organizations, nonprofit entities, fundraising events, and City events listed on the amended Exhibit A are formally approved by the City of Sunrise for purposes of the County's Elected Official Code of Ethics. Formal approval allows charitable solicitations under Section 1-19(c)(5)a.5 of the Broward County Code provided the charitable solicitation is permissible under all applicable federal laws, state laws, City Codes, and County Codes.

Section 3. Exhibit A may be amended by Resolution or Motion and is not the sole method to determine the City's formal approval of a charitable organization, nonprofit entity, fundraising event, or City event.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this _____ DAY of _____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

EXHIBIT A – CITY SPONSORED CHARITIES, FUNDRAISING EVENTS, AND CITY EVENTS

Charities

American Cancer Society
American Diabetes Association, Inc.
American Heart Association, Inc.
Area Agency on Aging
Arthur R Lanni Memorial American Legion Auxiliary Unit 365, Inc.
Autism Speaks, Inc.
Boys & Girls Clubs of Broward County, Inc.
Brain Injury Association of Florida, Inc.
Caring Hearts Helping Hands, Inc.
Children's Aid Club
Coast to Coast Legal Aid of South Florida, Inc.
David Posnack Jewish Community Center
Family Central, Inc.
Florida Panthers Foundation, Inc.
Greater Sunrise Chamber of Commerce, Inc.
Habitat for Humanity of Broward, Inc.
Heart Sistas, Inc.
Hispanic Unity of Florida, Inc.
ICNA Florida, Inc.
Impact Broward, Inc.
Islamic Foundation of South Florida Inc.
Island Society for the Promotion of Artistic and Cultural Education Inc.
Jewish Adoption & Foster Care Options (JAFCO)
Jewish Family Services of Broward
Kaitlyn's Gift, Inc.
Kiwanis of Central Broward, Inc.
Kiwanis Club of Fort Lauderdale, Inc.
Kiwanis Club of Greater Sunrise in Broward, Florida, Inc.
Kiwanis Club of Sawgrass Sunrise, Inc.
LCPL Janos V. Lutz Live to Tell Foundation, Inc.
Lighthouse of Broward
National Scholastic Chess Foundation, Inc.
Police Honor Guard of Broward County, Inc.
Project: VetRelief Inc.
Sawgrass Youth Sports Sunrise, Inc.
Scuotto-Marziliano Family Foundation, Inc.
Special Compass, Inc.
Sunrise Florida Chapter of SPEBSQSA, Inc. (Sunrise Chapter of Sunshine Chordsmen)
Sunrise POPS, Inc.
Supermoms of Broward Inc.

Team of Life, Inc.
The Dan Marino Foundation, Inc.
Undercover Angels, Inc.
United Negro College Fund, Inc.
United Way of Broward County
Unmute Yourself, Inc.
Voices for Children of Broward County, Inc.
Volunteer Action Center of Broward County, Inc.
Zmotion Racing Foundation, Inc.

Fundraising Events for Charities and Charitable Programs

Back-to-school Backpack Program
Brain Injury WalkAbout
Christmas in July
Children's Holiday Party
City vs. Chamber Softball Tournament
Jingle Bell Jog
Lighthouse of Broward Egg-Stravaganza
Lighthouse of Broward Holiday Parties
Paralyzed Veterans Association of Florida, Inc.
Police K-9 Memorial at Markham Park
Relay for Life
Santa's Express
Spring Fling Social
Spring Holiday Baskets
Sunrise Center for Excellence in Chess
Sunrise Elks Lodge 2273
Sunrise Pops Fundraiser & Concerts
Sunrise Spooktacular
Thanksgiving Turkey Drive
Toys in the Sun Run
Sunrise Suns – Wheelchair Basketball
Wings for Life World Run

City Events

9/11 Remembrance Ceremony
Anime/Comic Con/Game Con Event
Art Gallery Opening Receptions in the City's Gallery
Autism Swims
Back to School Round Up
Bike Rodeo
Champions of Chess Tournament
Cultural Festival
Drive-in and Outdoor Movies

Earth Day
Egg Hunt
Employee Appreciation Dinner
Employee Picnic
End of School Celebration
Fall Harvest Festival
Farm Share
Fire Prevention Open House
Fishing Derby
Fort Lauderdale International Film Festival
Grand Opening Events
Haunted Halloween/Trick-or-Treat at Fire Stations
Ho Ho Hotline/Letters to Santa
Holiday Tree Lighting
July 4th Celebration
Leisure Services Athletic Programs
Leisure Services Youth Recreation Events
Mayors' Chess Challenge
Memorial Day
MLK Events
National Night Out
Sam's Club Block Party
Santa's Express
Shop with a Cop
Social Services Programs
Sundaes with Santa
Sunrise 5K Event
Sunrise Arts and Crafts Festivals
Sunrise Business EXPO
Sunrise Car Show
Sunrise Loves Our Seniors
Sunrise Senior Center Events and Programs
Taste of Sunrise
Theatre Shows and Concerts
Trick or Trot 5K
Tunes & Trucks Concert Series
Veteran's Day
VPK Expo
Winter Wonderland
Woofstock
Word Up
World Health Day
Youth Athletics Season Opening Events
Youth Poetry Programs

FLORIDA DEPARTMENT of STATE — DIVISION OF CORPORATIONS

Sunbiz.org DIVISION of CORPORATIONS
an official State of Florida website

Detail by Entity Name

Florida Not For Profit Corporation
HISPANIC UNITY OF FLORIDA, INC.

Filing Information

Document Number	762106
FEI/EIN Number	59-2230272
Date Filed	02/25/1982
State	FL
Status	ACTIVE
Last Event	AMENDED AND RESTATED ARTICLES
Event Date Filed	05/10/1994
Event Effective Date	NONE

Principal Address

5840 JOHNSON ST
HOLLYWOOD, FL 33021

Changed: 04/15/1998

Mailing Address

5840 JOHNSON ST
HOLLYWOOD, FL 33021

Changed: 04/13/2009

Registered Agent Name & Address

Pinzon, Luis Felipe, President/CEO
5840 JOHNSON ST
HOLLYWOOD, FL 33021

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Sunbiz.org DIVISION of CORPORATIONS
an official State of Florida website

Detail by Entity Name

Florida Not For Profit Corporation
ISLAND SOCIETY FOR THE PROMOTION OF ARTISTIC AND CULTURAL EDUCATION INC

Filing Information

Document Number	N19000010216
FEI/EIN Number	84-3148112
Date Filed	09/26/2019
State	FL
Status	ACTIVE

Principal Address

8000 W. Broward Blvd
Unit 1202
Plantation, FL 33388

Changed: 01/11/2023

Mailing Address

1310 SW 2nd Court
Apt 207
Fort Lauderdale, FL 33312

Changed: 01/11/2023

Registered Agent Name & Address

THOMPSON, CALIBE
1310 SW 2ND CT
APT 207
FORT LAUDERDALE, FL 33312