



City of
Panama City Beach

City Hall
17007 PCB Parkway
PCB, FL 32413
www.pcbfl.gov

**CITY COUNCIL
Regular Meeting Agenda
Thursday, January 26, 2023
9:00 a.m.**

- A. CALL TO ORDER**
- B. INVOCATION BY PASTOR ETHAN JARGO WITH 5 BRIDGES CHURCH**
- C. PLEDGE OF ALLEGIANCE LED BY COUNCILMAN PHIL CHESTER**
- D. COMMUNITY ANNOUNCEMENTS**
- E. APPROVAL OF MEETING MINUTES**
 - 1. January 12, 2023 Regular Meeting Minutes
- F. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS**
- G. PRESENTATIONS**
 - 1. Proclamation Presentation - Certified Registered Nurse Anesthetists Week
 - 2. Employee Years of Service Awards
- H. PUBLIC COMMENTS ON THE CONSENT AGENDA AND/OR NON-AGENDA BUSINESS. (LIMITED TO 3 MINUTES)**
- I. CONSENT AGENDA**
 - 1. RESOLUTION NO. 23-99, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING CAREFUL TRAFFIC CONTROL AND EXTRAORDINARY USAGE OF A PORTION OF FRONT BEACH ROAD (U.S. 98A) TO PERMIT THE VISIT PANAMA CITY BEACH MARDI GRAS AND MUSIC FESTIVAL ON SATURDAY, FEBRUARY 4, 2023; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.**
 - 2. RESOLUTION NO. 23-100, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF TWO TRUCKS FOR THE CODE ENFORCEMENT DEPARTMENT, IN THE TOTAL AMOUNT OF \$84,652.00 FROM TAYLOR'S DELAND NISSAN, INC., AND APPROVING THE TERMS OF AN AGREEMENT PROCURED BY THE FLORIDA SHERIFF'S ASSOCIATION GOVERNING THE PURCHASE.**
 - 3. RESOLUTION NO. 23-101, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH SOUTHEASTERN TURF GRASS SUPPLY, INC. FOR THE PURCHASE AND APPLICATION OF TURF TREATMENT CHEMICALS FOR THE PARKS AND RECREATION DEPARTMENT, IN THE TOTAL AMOUNT OF \$105,387.54.**

- *4. RESOLUTION NO. 23-102, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A TASK ORDER WITH VOLKERT, INC. FOR MAJOR ENGINEERING DESIGN AND PERMITTING SERVICES FOR PARKING FACILITY AT THE INTERSECTION OF FRONT BEACH AND MIDDLE BEACH ROAD, IN AN AMOUNT NOT TO EXCEED \$27,760.
- 5. ACTION ITEM, APPROVAL OF PUBLIC WORKS FIELD OPERATIONS MANAGER JOB DESCRIPTION.

J. REGULAR AGENDA AND DISCUSSION / ACTION ITEMS

- 1. AM ORDINANCE NO. 1611, AMENDING THE WARD BOUNDARIES OF THE CITY, FIRST READING.
- 2. AM ORDINANCE NO. 1612, PROPOSING AMENDMENTS TO THE CITY CHARTER TO AMEND ARTICLE 5, UPON THE APPROVAL OF REFERENDUM, FIRST READING.
- 3. MS RESOLUTION NO. 23-96, AN AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR WIDENING STATE ROAD 30 FROM NAUTILUS STREET TO RICHARD JACKSON BOULEVARD.
- 4. MS RESOLUTION NO. 23-97, A TASK ORDER WITH TAYLOR ENGINEERING, INC. FOR ENVIRONMENTAL ENGINEERING CONSULTING SERVICES FOR PREPARATION OF AN ANNUAL WETLANDS COMPLIANCE REPORT.
- 5. CJ RESOLUTION NO. 23-98, APPROVING THE PURCHASE FROM NGU SPORTS LIGHTING, LLC OF AN LED SPORTS LIGHTING SYSTEM FOR FRANK BROWN PARK FESTIVAL SITE.
- 6. KY RESOLUTION NO. 23-103, GARDENIA / AGAVE DRAINAGE PROJECT.
- 7. DW DISCUSSION / ACTION ITEM, APPROVAL OF TRAVEL TO WASHINGTON, DC.
- 8. DW DISCUSSION / ACTION ITEM, APPOINTMENT TO THE HALF-CENT SALES TAX OVERSIGHT COMMITTEE.

K. CITY MANAGER REPORT

L. CITY ATTORNEY REPORT

M. COUNCIL COMMENTS

N. ADJOURN

* AT EACH OF ITS REGULAR OR SPECIAL MEETINGS, THE CITY COUNCIL ALSO SITS, EX-OFFICIO, AS **THE CITY OF PANAMA CITY BEACH COMMUNITY REDEVELOPMENT AGENCY**, JOINTLY AND CONCURRENTLY, AND MAY CONSIDER ITEMS AND TAKE ACTION IN THAT LATTER CAPACITY. ACTION ITEMS NOTED WITH AN ASTERISK.

** AT EACH OF ITS REGULAR OR SPECIAL MEETINGS, THE CITY COUNCIL ALSO SITS, EX-OFFICIO, AS **THE LAW ENFORCEMENT TRUST BOARD**, JOINTLY AND CONCURRENTLY, AND MAY CONSIDER ITEMS AND TAKE ACTION IN THAT LATTER CAPACITY. ACTION ITEMS NOTED WITH TWO ASTERISKS.

PAUL CASTO X
PHIL CHESTER X
MARY COBURN X
MICHAEL JARMAN X
MARK SHELDON X

I certify that the Council members listed above have been contacted and given the opportunity to include items on this agenda.



City Clerk

01/20/2023
Date

PAUL CASTO X
PHIL CHESTER X
MARY COBURN X
MICHAEL JARMAN X
MARK SHELDON X

I certify that the Council members listed above have been contacted and made aware of the items on this agenda.



City Clerk

01/20/2023
Date

The Agenda Packet is e-mailed to interested parties and posted on the City's website at WWW.PCBFL.GOV, by close of business on the Monday before the meeting. City Council meetings are live streamed on the City's website WWW.PCBFL.GOV, and City Facebook page "PANAMA CITY BEACH-GOVERNMENT". One or more members of other City Boards may appear and speak at this meeting. If a person decides to appeal any decision made by the City Council with respect to any matter considered at the meeting, if an appeal is available, such person will need a record of the proceeding, and for this purpose, such person may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is based. Sec. 286.0105, FS (2020).



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Lynne Fasone, City Council

2. MEETING DATE:

January 26, 2023

3. REQUESTED MOTION/ACTION:

Report community events / announcements in PCB.

4. AGENDA:

COMMUNITY ANNOUNCEMENTS

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** N/A

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Quality of Life

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

Report community events / announcements in PCB.

[01.26.2023.Community Announcements.pdf](#)



City of

Panama City Beach

17007 PCB Parkway
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Community Announcements

for

January 26, 2023

Regular Council Meeting

Date	Event	Place
February 3 rd & 4 th	Mardi Gras & Music Festival	Pier Park
February 9 th 6:00 p.m.	Next City Council Meeting	City Hall
February 18 th & 19 th	PCB Food Truck Festival	Aaron Bessant Park

February 20th City Offices are closed in observance of the Presidents' Day Holiday



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Lynne Fasone, City Council

2. MEETING DATE:

January 26, 2023

3. REQUESTED MOTION/ACTION:

Review and approve City Council's January 12, 2023 regular meeting minutes.

4. AGENDA:

APPROVAL OF MEETING MINUTES

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** N/A

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

[01.12.2023.Council Meeting Minutes.draft.pdf](#)



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Panama City Beach

City Hall
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MINUTES of the **January 12, 2023** Regular Meeting of the City Council of the City of Panama City Beach, Florida, and when permitted or required by the subject matter, the Panama City Beach Community Redevelopment Agency.

Mayor Mark Sheldon called the January 12, 2023 regular meeting to order at 6:00 p.m.

ROLL CALL

- MAYOR MARK SHELDON**
- VICE MAYOR PAUL CASTO**
- COUNCILMAN PHIL CHESTER**
- COUNCILMEMBER MARY COBURN**
- COUNCILMAN MICHAEL JARMAN**

A quorum was present with all five members of City Council. Others present were City Manager Drew Whitman, Assistant City Manager Holly White, City Attorneys Amy Myers and Cole Davis, City Clerk Lynne Fasone, Directors, staff, and members of the public and press.

Pastor Ramon Duvall from Beachside Fellowship Church led the invocation. Councilmember Mary Coburn led the Pledge of Allegiance.

Mayor Sheldon provided community announcements. Mayor Sheldon called for approval of the December 8, 2022, special meeting minutes. **Councilman Chester so moved. Vice Mayor Casto seconded the motion. The meeting minutes were unanimously approved by a roll call vote (5-0).**

Councilmember Coburn	Aye
Councilman Chester	Aye
Vice Mayor Casto	Aye
Councilman Jarman	Aye
Mayor Sheldon	Aye

APPROVAL OF AGENDA

Mayor Sheldon called for approval and/or changes of the agenda. Hearing and seeing no changes, **Vice Mayor Casto moved to approve the agenda. Councilman Jarman seconded the motion. All were unanimously in favor of approval of the agenda by a roll call vote (5-0).**

Councilmember Coburn	Aye
Councilman Chester	Aye
Vice Mayor Casto	Aye
Councilman Jarman	Aye
Mayor Sheldon	Aye

PRESENTATIONS

On behalf of Council, Councilmember Coburn presented a Proclamation to Dr. Rufus L. Wood with the NAACP recognizing Rev. Dr. Martin Luther King Jr. Day.

*Scott Passmore, Assistant CRA Program Manager, presented the attached quarterly **CRA update**. Mr. Passmore introduced Jessica Dalby, the new Community Outreach Specialist with the Corradino Group. Mr. Passmore invited everyone to attend the upcoming Coffee with Contractor event on Tuesday, January 31st at the McDonald's on Front Beach Road. Councilmembers thanked the Corradino Group for their hard work and progress being made with the CRA project. Discussion regarding timeline took place.

PUBLIC COMMENTS - NON-AGENDA BUSINESS (LIMITED TO THREE MINUTES)

Mayor Sheldon opened the floor to non-agenda business public comments, limited to three minutes each.

1. Adam McClellan with Waste Management – Mr. McClellan commented on consent agenda item #3. Mr. McClellan reported he attended the bid opening on behalf of Waste Management. Mr. McClellan stated Waste Management was the low bidder and he was surprised to see that Waste Pro was being awarded the bid. Mr. McClellan reported he was told their bid was invalid because they added an addendum to the bid package, a standard Waste Management form for informational purposes. Mr. McClellan discussed the minimum bid requirements and added he did not know that the additional document, the addendum, would be a problem. Mr. McClellan asked Council for reconsideration.
2. Captain Gary Wayne Beck – Captain Beck commented on the Bay County Commissioners changing their Oath of Office. Captain Beck commented that his constitutional rights were being violated.
3. Bill Dye with Waste Management - Mr. Dye commented that he seconded the comments made by Mr. McClellan. Mr. Dye commented that Waste Management would very much would like to development a relationship with the City of PCB. Mr. Dye added that he felt like Waste Management was the low bidder and should be awarded the bid, as they would like to get their foot in the door with the City. Mr. McClellan stated they had already allocated the labor and purchased materials for job. Mr. McClellan asked that the bid be reviewed.

Mayor Sheldon called for additional public comments. Hearing and seeing none, Mayor Sheldon closed the public comment portion of the agenda.

Mayor Sheldon explained the City's bid form states that submitting a bid is accepting the City's terms and the Waste Management bid did not do that, which was the reason for disqualified.

CONSENT AGENDA

RESOLUTION NO. 23-63, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH ALAN JAY FLEET SALES RELATING TO THE PURCHASE OF A DUMP TRUCK FOR THE STORMWATER DIVISION, IN THE TOTAL AMOUNT OF \$74,829.

RESOLUTION NO. 23-64, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH ALAN JAY FLEET SALES RELATING TO THE PURCHASE OF TWO 4WD CREW CAB TRUCKS FOR THE STORMWATER DIVISION, IN THE TOTAL AMOUNT OF \$122,444.

RESOLUTION NO. 23-75, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A MULTIYEAR AGREEMENT WITH WASTE PRO RELATING TO SOLID WASTE AND ROLL OFF COLLECTION SERVICES FOR CITY FACILITIES, IN THE ESTIMATED ANNUAL AMOUNT OF \$37,407.36.

RESOLUTION NO. 23-76, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AMOUNT OF \$2,114.31 TO BE LIENED ON PROPERTY LOCATED AT 109 SEACLUSION DRIVE FOR COSTS INCURRED BY THE CITY TO ABATE NUISANCES LOCATED UPON SUCH PROPERTY; AUTHORIZING THE APPROPRIATE OFFICERS OF THE CITY TO RECORD THE LIEN AND NOTIFY INTERESTED PARTIES OF SUCH LIEN; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

RESOLUTION NO. 23-77, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH HMX PRODUCTIONS, LLC FOR THE PROVISION OF AUDIO AND VISUAL SERVICES FOR THE 2023 SUMMER CONCERT SERIES, IN THE TOTAL AMOUNT OF \$55,000.

RESOLUTION NO. 23-78, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH ALAN JAY AUTOMOTIVE MANAGEMENT, INC. RELATING TO THE PURCHASE OF A CHEVROLET SILVERADO 1500 TRUCK FOR THE PARKS AND RECREATION DEPARTMENT, IN THE TOTAL AMOUNT OF \$36,270.

RESOLUTION NO. 23-79, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE FROM GARBER CHEVROLET BUICK GMC, INC. OF ONE CHEVROLET SILVERADO 2500 HD PICKUP TRUCK, IN THE TOTAL AMOUNT OF \$39,583 AND AGREEING TO BE BOUND BY THE TERMS OF STATE OF FLORIDA CONTRACT NO. 25100000-21-STC GOVERNING THE PURCHASE.

RESOLUTION NO. 23-80, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A SETTLEMENT AGREEMENT WITH PANAMA CITY RESORT & CLUB CONDOMINIUM ASSOCIATION, INC. RELATING TO THE ACQUISITION OF AN EASEMENT FOR THE FRONT BEACH ROAD SEGMENT 3 PROJECT, IN THE ANNUAL AMOUNT OF \$136,842.

RESOLUTION NO. 23-81, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, DESIGNATING SERVISFIRST BANK AS A PUBLIC DEPOSITORY IN WHICH CITY FUNDS MAY BE DEPOSITED.

RESOLUTION NO. 23-91, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH LIFE EXTENSION CLINICS, INC., RELATING TO THE PROVISION OF OCCUPATIONAL PHYSICAL EXAMINATIONS AND CANCER SCREENINGS FOR CITY EMPLOYEES, IN THE BASIC AMOUNT OF \$440 PER EXAMINATION.

RESOLUTION NO. 23-92, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE FROM GRAYBAR ELECTRIC COMPANY, INC. OF IMPROVEMENTS TO THE GENERATOR TRANSFER SWITCH STATION AT WASTEWATER TREATMENT FACILITY NUMBER 1, IN THE TOTAL AMOUNT OF \$38,487; AND AGREEING TO BE BOUND BY THE TERMS OF THAT CERTAIN AGREEMENT BETWEEN THE CITY OF KANSAS CITY, MISSOURI AND GRAYBAR ELECTRIC COMPANY GOVERNING THAT PURCHASE.

RESOLUTION NO. 23-93, TASK ORDER WITH INFRASTRUCTURE SOLUTION SERVICES, INC. FOR THE ENGINEERING SERVICES FOR A RE-RATING STUDY FOR WASTEWATER TREATMENT FACILITY 1, IN THE AMOUNT NOT TO EXCEED \$59,990.

RESOLUTION NO. 23-94, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH CEDAR CHEM, LLC, FOR THE PURCHASE OF LIQUID SODIUM ALUMINATE AT THE UNIT PRICES SET FORTH IN THE BODY OF THE RESOLUTION.

RESOLUTION NO. 23-95, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER A UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR WIDENING OF STATE ROAD 30 FROM ITS INTERSECTION WITH MANDY LANE EASTWARD TO NAUTILUS STREET, IN THE BASIC AMOUNT OF \$99,350.00.

REVISION OF THE MASTER AUDIT LIST TO REMOVE OBSOLETE ITEMS. These items are to be removed from the Master Audit List. Staff recommends approval. By approval of this matter in the Consent Agenda, the City Council makes a finding of surplus for these items and approves their removal from the Master Audit List.

Mayor Sheldon asked the Clerk to read the Consent Agenda. Mayor Sheldon noted this item was available to Council. **Councilman Jarman moved to approve the Consent Agenda. Councilmember Coburn seconded the motion. All were unanimously in favor of approval of the Consent Agenda by a roll call vote (5-0).**

Councilmember Coburn	Aye
Councilman Chester	Aye
Vice Mayor Casto	Aye
Councilman Jarman	Aye
Mayor Sheldon	Aye

REGULAR AGENDA- DISCUSSION/ACTION ITEMS

ITEM 1. ORDINANCE NO. 1608, AN ANNEXATION REQUEST FOR 3.21 ACRES LOCATED AT 401 ALF COLEMAN ROAD, SECOND READING / PUBLIC HEARING.

Mayor Sheldon introduced City Attorney Myers. Mrs. Myers read Ordinance No. 1608 by title only. Mayor Sheldon called for public comment on Item #1. Hearing and seeing none, Mayor Sheldon invited Director Leonard to the podium.

Director Leonard reported this was the City's CRA property that was purchased many years ago that was still in the unincorporated area of Bay County. Director Leonard reported the Planning Board considered this request at its meeting on November 9, 2022, and recommended approval 7-0. Director Leonard reported the Planning Board found the request to be consistent with Florida Statute Chapter 171 for annexations.

Mayor Sheldon noted this item was available to Council. **Councilman Chester moved to approve Ordinance 1608. Councilman Jarman seconded the motion.** Mayor Sheldon called for further discussion. Hearing and seeing none, Mayor Sheldon asked the Clerk to call the roll. **Ordinance No. 1608 was adopted by a (5-0) roll call vote.**

Councilmember Coburn	Aye
Councilman Chester	Aye
Vice Mayor Casto	Aye
Councilman Jarman	Aye
Mayor Sheldon	Aye

ITEM 2. ORDINANCE NO. 1609, A SMALL-SCALE FUTURE LAND USE MAP AMENDMENT REQUEST FOR 3.21 ACRES LOCATED AT 401 ALF COLEMAN ROAD, SECOND READING / PUBLIC HEARING.

Mayor Sheldon introduced City Attorney Myers. Mrs. Myers read Ordinance No. 1609 by title only. Mayor Sheldon called for public comment on Item #2. Hearing and seeing none, Mayor Sheldon invited Director Leonard to the podium.

Director Leonard reported this was the small-scale future land use portion of the previous request. Director Leonard reported the Planning Board considered this request at its meeting on November 9, 2022, and recommended approval 7-0. Director Leonard explained the parcel was currently zoned general commercial in Bay County and would come into the City as tourist which was the comparable designation.

Mayor Sheldon noted this item was available to Council. **Councilmember Coburn moved to approve Ordinance 1609. Vice Mayor Casto seconded the motion.** Mayor Sheldon asked the Clerk to call the roll. **Ordinance No. 1609 was adopted by a unanimous (5-0) roll call vote.**

Councilmember Coburn	Aye
Councilman Chester	Aye
Vice Mayor Casto	Aye
Councilman Jarman	Aye
Mayor Sheldon	Aye

ITEM 3. - ORDINANCE NO. 1610, A ZONING DESIGNATION REQUEST FOR 3.21 ACRES LOCATED AT 401 ALF COLEMAN ROAD, SECOND READING / QUASI JUDICIAL PUBLIC HEARING.

Mayor Sheldon introduced City Attorney Myers. Mrs. Myers read Ordinance No. 1610 by title only. Mayor Sheldon called for public comment on Item #3. Hearing and seeing none, Mayor Sheldon invited Director Leonard to the podium.

Director Leonard reported this was the last portion of the request for the same property, the zoning portion. Director Leonard reported the Planning Board considered this request at its meeting on November 9, 2022, and recommended approval 7-0. Director Leonard added the property was currently in Bay County as general commercial and would come into the City as city commercial high intensity (CH) the comparable designation for it. Director Leonard asked to enter all of the agenda/meeting packet materials as exhibits into the record.

Mayor Sheldon asked Councilmembers for **Jennings Disclosures**. Councilmember Coburn reported that she had visited the site. Councilman Chester stated he had nothing to disclose. Vice Mayor Casto stated he had talked with Director Leonard, Manager Whitman, Assistant Manager White and Legal about the property and knew where the property was located. Councilman Jarman stated he had nothing to disclose. Mayor Sheldon stated he had nothing to disclose.

Mayor Sheldon noted this item was available to Council. **Councilman Chester moved to approve Ordinance 1610. Vice Mayor Casto seconded the motion.** Mayor Sheldon called for further discussion. Hearing and seeing none, Mayor Sheldon asked the Clerk to call the roll. **Ordinance No. 1610 was adopted by a unanimous (5-0) roll call vote.**

Councilmember Coburn	Aye
Councilman Chester	Aye
Vice Mayor Casto	Aye
Councilman Jarman	Aye
Mayor Sheldon	Aye

***ITEM 4. RETENTION AND CONVERSION OF USE OF CRA PROPERTY FOR RELOCATED EAST END FIRE STATION, PUBLIC HEARING.**

Mayor Sheldon introduced City Attorney Amy Myers. Mrs. Myers explained this property was acquired by the CRA for use as a stormwater pond and this property had been identified as a possible site for a new fire station. Mrs. Myers explained further that under Florida Statutes Council was required to notice its intention to retain the property for that public use. Mrs. Myers added that Staff advertised a public hearing, noticed the City's intention to use it as a fire station, and invited responses. Mrs. Myers reported to her knowledge no responses were received by the City, however, it was properly advertised. Mayor Sheldon called for public comment on Item #4. Hearing and seeing none, Mayor Sheldon noted this item

was available to Council. **Vice Mayor Casto moved to approve the retention and conversion of use. Councilman Jarman seconded the motion.** Mayor Sheldon called for further discussion. Hearing and seeing none, Mayor Sheldon asked the Clerk to call the roll. **The retention and conversion of use was approved by a unanimous (5-0) roll call vote.**

Councilmember Coburn	Aye
Councilman Chester	Aye
Vice Mayor Casto	Aye
Councilman Jarman	Aye
Mayor Sheldon	Aye

ITEM 5. RESOLUTION NO. 23-82, APPROVING THE PURCHASE OF SIX POLICE CANINES IN THE AMOUNT OF \$73,000.

Mayor Sheldon introduced City Attorney Myers. Mrs. Myers read Resolution 23-82 by title only. Mayor Sheldon called for public comment on Item #5. Hearing and seeing none, Mayor Sheldon invited Chief Talamantez to the podium.

Chief Talamantez reported, with Council’s approval, six canines would be purchased; two canines were replacement dogs for the two retiring, and he would be adding an additional four brand new dogs to the department. Chief Talamantez discussed the timeline and training program. Mayor Sheldon offered his support and noted they still needed to find a housing facility to complete the project. Chief Talamantez reported with Council’s approval PCB would have the largest K-9 program in the region. Vice Mayor Casto inquired if the K-9s would be available for spring break. Chief Talamantez stated that was his intention and he would make it happen.

Mayor Sheldon noted this item was available to Council. **Councilman Chester moved to approve Resolution No. 23-82. Councilman Jarman seconded the motion.** Mayor Sheldon called for further discussion. Hearing and seeing none, Mayor Sheldon asked the Clerk to call the roll. **Resolution No. 23-82 was approved by a unanimous (5-0) roll call vote.**

Councilmember Coburn	Aye
Councilman Chester	Aye
Vice Mayor Casto	Aye
Councilman Jarman	Aye
Mayor Sheldon	Aye

ITEM 6. RESOLUTION NO. 23-83, APPROVING THE PURCHASE OF TWELVE VEHICLES FOR THE POLICE DEPARTMENT, IN THE TOTAL AGGREGATE AMOUNT OF \$625,709, FROM GARBER CHEVROLET BUICK GMC, INC.

Mayor Sheldon introduced City Attorney Myers. Mrs. Myers read Resolution 23-83 by title only. Mayor Sheldon called for public comment on Item #6. Hearing and seeing none, Mayor Sheldon invited Chief Talamantez to the podium.

Chief Talamantez reported Staff did a really good job finding these new vehicles to replace aging police vehicles. Chief Talamantez discussed replacing current vehicles with SUVs. Discussion regarding four vehicles being outfitted for the four new canines took place.

Mayor Sheldon noted this item was available to Council. **Councilman Chester moved to approve Resolution No. 23-83. Councilmember Coburn seconded the motion.** Mayor Sheldon called for further

discussion. Hearing and seeing none, Mayor Sheldon asked the Clerk to call the roll. **Resolution No. 23-83 was approved by a unanimous (5-0) roll call vote.**

Councilmember Coburn	Aye
Councilman Chester	Aye
Vice Mayor Casto	Aye
Councilman Jarman	Aye
Mayor Sheldon	Aye

ITEM 7. RESOLUTION NO. 23-84, APPROVING AN AGREEMENT FOR SOFTWARE LICENSES AND SUPPORT FOR THE POLICE RECORDS MANAGEMENT.

Mayor Sheldon introduced City Attorney Myers. Mrs. Myers read Resolution No. 23-84 by title only. Mayor Sheldon called for public comment on Item #7. Hearing and seeing none, Mayor Sheldon invited Chief Talamantez to the podium.

Chief Talamantez reported this was a housecleaning/housekeeping item dealing with PD's records management system. Chief Talamantez added, with Council's approval, the City would enter into an agreement with PD's current vendor, with increased licensing so all officers could log in at the same time, and the software would help the PD grow as the City grows.

Mayor Sheldon noted this item was available to Council. Councilman Chester asked to go back to the previous resolution and inquired if the vehicles would be outfitted and equipped. Chief Talamantez stated yes. Councilman Chester offered his support and thanked Staff for finding the City such great deals on vehicles.

Councilman Jarman moved to approve Resolution No. 23-84. Councilman Chester seconded the motion. Mayor Sheldon called for further discussion. Hearing and seeing none, Mayor Sheldon asked the Clerk to call the roll. **Resolution No. 23-84 was approved by a unanimous (5-0) roll call vote.**

Councilmember Coburn	Aye
Councilman Chester	Aye
Vice Mayor Casto	Aye
Councilman Jarman	Aye
Mayor Sheldon	Aye

ITEM 8. RESOLUTION NO. 23-85, AUTHORIZING PUBLICATION OF CITY NOTICES ON A PUBLICLY ACCESSIBLE WEBSITE AS AN ALTERNATIVE TO NEWSPAPER PUBLICATION.

Mayor Sheldon introduced City Attorney Myers. Mrs. Myers read Resolution 23-85 by title only. Mayor Sheldon called for public comment on Item #8. Hearing and seeing none, Mayor Sheldon noted this item was available to Council. **Vice Mayor Casto moved to approve Resolution No. 23-85. Councilman Chester seconded the motion.** Mayor Sheldon called for further discussion. Hearing and seeing none, Mayor Sheldon asked the Clerk to call the roll. **Resolution No. 23-85 was approved by a unanimous (5-0) roll call vote.**

Councilmember Coburn	Aye
Councilman Chester	Aye
Vice Mayor Casto	Aye
Councilman Jarman	Aye
Mayor Sheldon	Aye

***ITEM 9. RESOLUTION NO. 23-86, APPROVING A LOCAL AGENCY PROGRAM (LAP) AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, RELATING TO THE ALF COLEMAN ROAD PROJECT; AND AUTHORIZING A BUDGET AMENDMENT.**

Mayor Sheldon introduced City Attorney Myers. Mrs. Myers read Resolution No. 23-86 by title only. Mrs. Myers added that Council had an updated budget amendment on the dais. Mayor Sheldon called for public comment on Item #9. Hearing and seeing none, Mayor Sheldon closed the public comment period. Mayor Sheldon added this was great for the City as \$5.8 million dollars would be coming into the City for this project. Mayor Sheldon invited Scott Passmore, Assistant CRA Manager, to the podium.

Mr. Passmore reported this agreement realigns funds from CRA Front Beach Road Section 4.2 and 4.3 projects, the City would receive the funds faster. Mayor Sheldon reported with this agreement the project would be fully funded now.

Mayor Sheldon noted this item was available to Council. **Councilman Jarman moved to approve Resolution No. 23-86. Councilmember Coburn seconded the motion.** Mayor Sheldon asked the Clerk to call the roll. **Resolution No. 23-86 was adopted by a unanimous (5-0) roll call vote.**

Councilmember Coburn	Aye
Councilman Chester	Aye
Vice Mayor Casto	Aye
Councilman Jarman	Aye
Mayor Sheldon	Aye

ITEM 10. RESOLUTION NO. 23-87, APPROVING AN AGREEMENT AND TASK ORDER WITH CLEMONS, RUTHERFORD & ASSOCIATES, INC. FOR THE FRANK BROWN PARK COMMUNITY CENTER ANNEX-SAFE ROOM PROJECT.

Mayor Sheldon introduced City Attorney Myers. Mrs. Myers read Resolution No. 23-87 by title only. Mayor Sheldon called for public comment on Item #10. Hearing and seeing none, Mayor Sheldon closed the public comment period. Mayor Sheldon invited Construction Manager Al Shortt to the podium.

Mr. Shortt reported Council had before them a professional services agreement and task order to approve for the Frank Brown Park Community Center and Safe Room Project. Mr. Shortt discussed the square footage of the project now being 17,000 square foot, extra room for everyday use as well as the safe room use. Mr. Shortt discussed the layout. Mr. Shortt recommended approval. Mayor Sheldon and Councilmembers thanked Mr. Shortt for running the project.

Mayor Sheldon noted this item was available to Council. **Councilman Jarman moved to approve Resolution No. 23-87. Vice Mayor Casto seconded the motion.** Mayor Sheldon asked the Clerk to call the roll. **Resolution No. 23-87 was adopted by a unanimous (5-0) roll call vote.**

Councilmember Coburn	Aye
Councilman Chester	Aye
Vice Mayor Casto	Aye
Councilman Jarman	Aye
Mayor Sheldon	Aye

ITEM 11. RESOLUTION NO. 23-88, APPROVING AN AGREEMENT WITH GULF COAST UTILITY CONTRACTORS, LLC, FOR THE FY2023 STREET RESURFACING PROJECT.

Mayor Sheldon introduced City Attorney Myers. Mrs. Myers read Resolution No. 23-88 by title only. Mayor Sheldon called for public comment on Item #11. Hearing and seeing none, Mayor Sheldon closed the public comment period. Mayor Sheldon invited Director Jenkins to comment. Director Jenkins noted she was available for questions. Hearing and seeing none, Mayor Sheldon noted this item was available to Council. Mayor Sheldon reported this was another great thing for the City, over 17 miles of roadways would be resurfaced. **Councilman Jarman moved to approve Resolution No. 23-88. Councilmember Coburn seconded the motion.** Mayor Sheldon asked the Clerk to call the roll. **Resolution No. 23-88 was adopted by a unanimous (5-0) roll call vote.**

Councilmember Coburn	Aye
Councilman Chester	Aye
Vice Mayor Casto	Aye
Councilman Jarman	Aye
Mayor Sheldon	Aye

ITEM 12. RESOLUTION NO. 23-89, APPROVING AN AGREEMENT WITH UNIVERUS, INC. FOR ENTERPRISE RESOURCE PLANNING SOFTWARE DEVELOPMENT AND IMPLEMENTATION.

Mayor Sheldon introduced City Attorney Myers. Mrs. Myers read Resolution No. 23-89 by title only. Mayor Sheldon called for public comment on Item #12. Hearing and seeing none, Mayor Sheldon closed the public comment period. Mayor Sheldon invited City Manager Whitman to comment. Manager Whitman reported, with Council's approval, the project would take approximately 18-24 months to deploy. Mayor Sheldon explained this would upgrade the City's infrastructure and Staff had been working on this project for some time now. Mayor Sheldon noted this item was available to Council. **Councilman Jarman moved to approve Resolution No. 23-89. Councilman Chester seconded the motion.** Mayor Sheldon asked the Clerk to call the roll. **Resolution No. 23-89 was adopted by a unanimous (5-0) roll call vote.**

Councilmember Coburn	Aye
Councilman Chester	Aye
Vice Mayor Casto	Aye
Councilman Jarman	Aye
Mayor Sheldon	Aye

ITEM 13. RESOLUTION NO. 23-90, APPROVING A CONTRIBUTION IN THE AMOUNT OF \$200,000 TO THE GULF COAST STATE COLLEGE FOUNDATION, INC.

Mayor Sheldon introduced City Attorney Myers. Mrs. Myers read Resolution No. 23-90 by title only. Mayor Sheldon called for public comment on Item #13. Hearing and seeing none, Mayor Sheldon closed the public comment period. Mayor Sheldon invited Assistant City Manager White to comment. Ms. White explained that Council had asked for conditions to be added with respect to the donations, and Legal added those conditions to this agreement. Mayor Sheldon invited Mr. Glen McDonald to the podium.

Mr. Glen McDonald, Strategic Initiatives and Economic Development Director, and Dr. Cheryl Flax-Hyman, Interim President, of Gulf Coast State were in attendance. Mr. McDonald discussed the workforce development program and how scholarships, as well as the City's donation, would be used.

Mayor Sheldon noted this item was available to Council. **Councilman Chester moved to approve Resolution No. 23-90. Councilman Jarman seconded the motion.** Mayor Sheldon asked the Clerk to call the roll. **Resolution No. 23-90 was adopted by a unanimous (5-0) roll call vote.**

Councilmember Coburn	Aye
Councilman Chester	Aye
Vice Mayor Casto	Aye
Councilman Jarman	Aye
Mayor Sheldon	Aye

ITEM 14. DISCUSSION / ACTION ITEM, APPOINTMENT TO EXAMINING BOARD.

Mayor Sheldon called for public comment on Item #14. Hearing and seeing none, Mayor Sheldon closed the public comment period. Mayor Sheldon invited comments from Manager Whitman. Manager Whitman asked Council members to stay after the meeting for a check presentation with Gulf Coast State.

Manager Whitman reported Council had one vacancy to fill on the Examining Board, the master air conditioning mechanic discipline. Manager Whitman explained that Mr. Bruce Kuhnel was qualified and volunteered to serve. Councilmembers stated they had no objections. Councilmember Coburn noted she attended the Board's last meeting because she was unfamiliar with them. Councilmember Coburn added that she was very impressed with the Board, and they would be very helpful for our residents.

Councilman Jarman moved to approve the appointment of Bruce Kuhnel to the Examining Board. Vice Mayor Casto seconded the motion. Mayor Sheldon asked the Clerk to call the roll. **All were in favor of Mr. Kuhnel's appointment by a unanimous (5-0) roll call vote.**

Councilmember Coburn	Aye
Councilman Chester	Aye
Vice Mayor Casto	Aye
Councilman Jarman	Aye
Mayor Sheldon	Aye

CITY MANAGER REPORT – Manager Whitman thanked Director Joyner and her Staff for hosting and doing an amazing job with today's employee luncheon. Manager Whitman thanked Director Shaeffer and his team for working so hard during the holidays, repairing waterline breaks during the cold snap.

CITY ATTORNEY REPORT - No report.

COUNCIL COMMENTS - Mayor Sheldon invited comments from Council.

Councilman Jarman commented on the many positive infrastructure projects taking place; Back Beach Road expansion, Rt. 79 and Middle Beach repaving, the resurfacing project approved today, the new hospital and fire stations being built and bringing in more police canines.

Mayor Sheldon asked Staff to look at, with respect to the enclaves in the City, waiving the fees, to help make the City a little more contiguous. Mayor Sheldon wished Councilmember Mary Coburn an early Happy Birthday on January 25th. Mayor Sheldon concurred with Councilman Jarman and thanked Director Joyner and her team and Director Shaeffer and his team for doing an amazing job for the City.

With nothing further, Mayor Sheldon adjourned the meeting by unanimous consent at 6:56 p.m.

READ AND APPROVED this _____ day of January, 2023.

Mark Sheldon, Mayor
City of Panama City Beach, Florida

ATTEST:

Lynne Fasone, MMC, City Clerk

* ACTION ITEMS NOTED WITH AN ASTERISK ARE TAKEN BOTH BY THE CITY COUNCIL AND THE PANAMA CITY BEACH REDEVELOPMENT AGENCY JOINTLY AND CONCURRENTLY. IN THE EVENT OF A CONFLICT BETWEEN THE FOREGOING MINUTES AND A VERBATIM TRANSCRIPT OF THESE MINUTES, THE FOREGOING MINUTES SHALL CONTROL.



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Lynne Fasone, City Council

2. MEETING DATE:

January 26, 2023

3. REQUESTED MOTION/ACTION:

Proclaim the week of January 22nd to January 28th as "Certified Registered Nurse Anesthetists Week."

4. AGENDA:

PRESENTATIONS

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** N/A

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Quality of Life

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

[CRNA Week Proclamation.pdf](#)



~Proclamation~

**CERTIFIED REGISTERED NURSE ANESTHETISTS WEEK
JANUARY 22 TO JANUARY 28, 2023**

WHEREAS, Certified Registered Nurse Anesthetists (CRNAs) are advanced practice registered nurses. Providing care to patients in the U.S. for more than 150 years, CRNAs are the original anesthesia experts and among the nation’s most trusted professionals; and

WHEREAS, Legislation passed by Congress in 1986 made nurse anesthetists the first nursing specialty to be accorded direct reimbursement rights by Medicare; and

WHEREAS, CRNAs are primary anesthesia providers in rural communities and continue to be the primary providers of anesthesia care to U.S. military personnel; and

WHEREAS, CRNAs practice in every setting in which anesthesia is delivered—from traditional hospital surgical suites and obstetrical delivery rooms to critical access hospitals, from surgical centers to the offices of dentists, podiatrists, ophthalmologists, pain managements specialists and more; and

WHEREAS, CRNAs are qualified to make independent judgements regarding all aspects of anesthesia care based on their education, training and licensure; and

WHEREAS, CRNAs are trusted anesthesia experts on the frontlines, caring for patients safely and compassionately, delivering specialized, cost-effective care to patients – from newborns to seniors – for every type of procedure in all types of facilities; and

WHEREAS, Florida State University, Panama City College of Applied Studies, houses one of only nine nurse anesthesia programs in the State of Florida which is the only doctoral program at the Panama City campus. This program graduates 30 Certified Registered Nurse Anesthetists per year to serve an urgent need in this field.

NOW, THEREFORE, the City Council of the City of Panama City Beach, does hereby proclaim the week of January 22nd to January 28th as:

“CERTIFIED REGISTERED NURSE ANESTHETISTS WEEK”

In the city of Panama City Beach and urge all citizens to recognize the importance of CRNAs and their role in providing high quality care for the public.

IN WITNESS THEREOF we have hereunto set our hands and caused the Seal of the City of Panama City Beach, Florida to be affixed this 26th day of January, 2023.

Mayor Mark Sheldon

Vice Mayor Paul Casto

Councilman Phil Chester

Councilmember Mary Coburn

Councilman Michael Jarman



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Lori Philput, Administration

2. MEETING DATE:

January 26, 2023

3. REQUESTED MOTION/ACTION:

Employee Presentations

4. AGENDA:

PRESENTATIONS

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** N/A

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Quality of Life

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

Recognition of employee service.

[Employee_Presentations.pdf](#)



City of
Panama City Beach

PCB City Hall
17007 PCB Parkway
PCB, FL. 32413
P: (850) 233-5100
F: (850) 233-5108
www.pcbfl.gov

City Council Meeting

January 26, 2023

Employee Plaque Presentation

Fire Department
Randall Dozier – 5 Years

Building and Planning Department
Josh Milligan – 5 Years

Mayor
Mark Sheldon

Vice Mayor
Paul Casto

Ward 2
Phil Chester

Ward 3
Mary Coburn

Ward 4
Michael Jarman

City Manager
Drew Whitman



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Drew Whitman, Administration

2. MEETING DATE:

January 26, 2023

3. REQUESTED MOTION/ACTION:

Consider adoption of Resolution No. 23-99 to close portions of Front Beach Road on February 4, 2023 for the Mardi Gras Parade.

4. AGENDA:

CONSENT AGENDA

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** N/A

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Public Safety
Quality of Life

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

The event necessitates careful traffic control and extraordinary usage of portions of Front Beach Road. Staff recommends approval.

[Res 23-99.Mardi Gras Road Closure.pdf](#)

[Mardi Gras Parade Memo and Map.pdf](#)

RESOLUTION NO. 22-99

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING CAREFUL TRAFFIC CONTROL AND EXTRAORDINARY USAGE OF A PORTION OF FRONT BEACH ROAD (U.S. 98A) TO PERMIT THE VISIT PANAMA CITY BEACH MARDI GRAS AND MUSIC FESTIVAL ON SATURDAY, FEBRUARY 4, 2023; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the Panama City Beach Mardi Gras and Music Festival (the “Event”) is scheduled to be held on Saturday, February 4, 2023 in Panama City Beach; and

WHEREAS, the Event necessitates careful traffic control and extraordinary usage of certain sections of Front Beach Road (U.S. Highway 98A) within the corporate limits of Panama City Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL of Panama City Beach that during the hours of 4:00 PM to 6:00 PM on Saturday, February 4, 2023, all eastbound vehicular traffic on Front Beach Road (US Hwy 98A) from the Powell Adams Road to Pier Park Drive to shall be rerouted or otherwise controlled in accordance with the map which accompanies this Resolution to accommodate the Event.

This Resolution shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ___ day of January, 2023.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

February 3-4, 2023

To: The Florida Department of Transportation

From: Visit Panama City Beach

Events Department

Re: Temporary Street Closures

February 4th – Panama City Beach Mardi Gras

We ask for the approval for portions of Front Beach Road from Powell Adams to Pier Park Drive to be closed for the Panama City Beach Mardi Gras and Music Festival. All Vehicular traffic from 4:15pm to 6:00pm will be re-routed at the direction of the Panama City Beach Police Department, per the attached map.

Thank you for your consideration and continued support of the Panama City Beach Mardi Gras and Music Festival

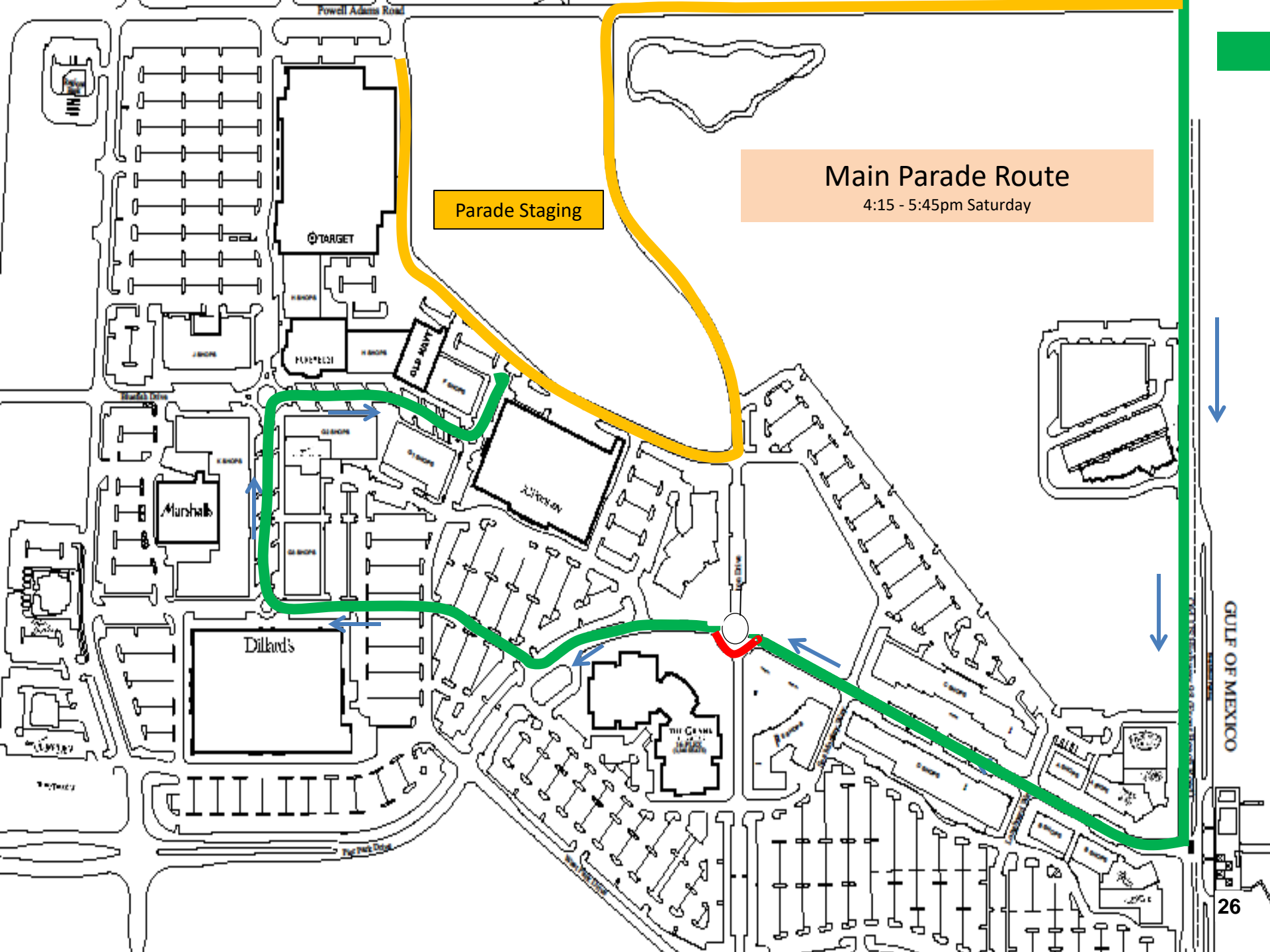
Respectfully,



Patrick Stewart

Director of Special Events

Visit Panama City Beach



Parade Staging

Main Parade Route
4:15 - 5:45pm Saturday

GULF OF MEXICO



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Mel Leonard, Building & Planning

2. MEETING DATE:

January 26, 2023

3. REQUESTED MOTION/ACTION:

It is recommended that the City Council approve the proposed Resolution.

4. AGENDA:

CONSENT AGENDA

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** Yes

Detailed Budget Amendment Attached: No

6. IDENTIFY STRATEGIC PRIORITY:

Quality of Life
Attractive Community
N/A

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

A Florida Sheriff's Association Contract is eligible to be used for the purchase of two trucks for the Code Enforcement Division. These items were budgeted for FY '23.

[Res 23-100.Taylor Deland Nissan.Truck Purchase.Code Enforcement.pdf](#)

[Deland Nissan Quote Ex.A](#)

[Terms and Conditions FSA Vehicle__Heavy_Trucks Ex. B.](#)

RESOLUTION NO. 23-100

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF TWO TRUCKS FOR THE CODE ENFORCEMENT DEPARTMENT, IN THE TOTAL AMOUNT OF \$84,652.00 FROM TAYLOR'S DELAND NISSAN, INC., AND APPROVING THE TERMS OF AN AGREEMENT PROCURED BY THE FLORIDA SHERIFF'S ASSOCIATION GOVERNING THE PURCHASE.

BE IT RESOLVED that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and Taylor's Deland Nissan, Inc., for the purchase of a total of two 2023 Nissan Frontier Crew Cab Trucks in the total amount of Eighty-Four Thousand, Six Hundred Fifty-Two Dollars (\$84,652.00) in substantially the form **attached** as Exhibit A and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager.

AND BE IT FURTHER RESOLVED that by accepting the proposal referenced above, that the City agrees to be bound to the same terms and conditions as were obtained by the Florida Sheriff's Association through an advertised, competitive bidding process, Contract #FSA22-VEL30.0, as amended, in the form attached as Exhibit B.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ____ day of January, 2023.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

FLORIDA SHERIFFS ASSOC CONTRACT

Terry Taylor's DELAND NISSAN Inc.
 2600 SOUTH WOODLAND BLVD
 DELAND, FL 32720
 Ph: 386-734-3003
 Fax: 386-734-5743
 Cell 386-801-4187

Attention: Lanie Smith
To: Panama City Beach, FL 32413
Phone #: (850) 233-5100, Ext. 2317
Fax #:
Re: Code Enforcement vehicle purchase
E-mail: Lanie Smith <Lanie.Smith@pcbfl.gov>
Bid #: FSA22-VEL30.0
District: Western

From: Howard Williams
E-mail: howardwilliams@cfl.rr.com
Pages: 1
Date: 10/27/2022
 revised 11/20/2022
 revised 12/6/2023
 revised 1/16/2023

Order Code	Description	Price
Base	Compact Crew Cab Pickup Truck 4x4 Nissan Frontier S	\$32,728
V01	Technology Package: Includes Lane Departure warning, Blind Spot Warnig, Rear cross traffic alert, Rear Sonar System,Rear automatic braking, High beam Assist , Intelligent Cruise Control, Traffic Sign Recognition;	\$ 998.00
Spray bed	Spray in bedliner (Linex or equivalent)	\$ 895.00
Dark tint	Dealer installed darkest legal tint Front door glass	\$ 195.00
3rd Key	Additional Key Fob(s) Includes Dealer Programming	\$ 347.00
L93	Floor Mats Carpeted replaced with weather tech mats (NC)	\$ 178.00
Light Pkg	Whelen Light Package as requested; See attached quote Special discount 15% from \$7,298.95 list price.	\$ 6,204.00
	800 Watt Inverter Included in lighting package quote	INC
Alum Box	tool box low flat between rails	\$ 698.00
DIO	Additional Factory options not listed will be discounted 2%; additional Dealer options will be discounted 10% from Retail price. Any surcharges will be itemized and passed on at cost;	
Ball mount	2" or 2 5/16" ball with Ball mount and pin and clip. specify ball size, (option copied from Spec 131) See attached retail quote for same parts	\$ 58.00
Temp	• Temporary License Tag	\$ 25.00
	Color white dark trim	
	Unit Price	\$42,326

Total Vehicle Quote: 2 each \$ 84,652.00

* Lighting Package under section 3.15- Non-scheduled Options less than MSRP - list price w/ discount.



PQ59240

PQ59240

GENUINE NISSAN PARTS 1-800-654-1896

*Wholesale/Retail Customers visit us online at:

delandnissanparts.com
Thanks Frank, Matt, Victor and Heather!

DISCLAIMER OF WARRANTIES
Any warranties on the products sold hereby are those made by the manufacturers of those products. This dealership hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose, and this dealership neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

SPECIAL ORDER PARTS TO BE PAID IN ADVANCE.
ALL RETURNS SUBJECT TO 25% RESTOCKING FEE.
ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL.
NO REFUNDS AFTER 30 DAYS.

CUST. NO.	TAX EXEMPT NUMBER	CUST. P. O. NO.	SHIP VIA	PAY	SOLD BY	INVOICE DATE	INVOICE
99				PENDING	VICTOR EBERSOLE	12/28/22	PQ59240 NIR

DELAND NISSAN
2600 S WOODLAND BLVD
DELAND, FL 32720

S
H
I
P
T
O

*Ball Mount
DIO*

QUANTITY		PART NUMBER / DESCRIPTION	BIN	LIST	NET	AMOUNT
SHIP	B. O.					
1	0	999T5-XY100 HITCH BALL MOUNT	SP-ORD	60.00	60.00	60.00
1	0	999T7-KN000 HITCH BALL - CLA	SP-ORD	30.00	30.00	30.00
					SUBTOTAL	90.00
					RESTOCK CHARGE	0.00
					TAX	5.85
					FREIGHT	0.00
					PAY THIS AMOUNT	95.85

The Reynolds and Reynolds Company, ENJALAPRICE 00205922 0110/20



JCO Corporation
 2054 Platinum Rd
 Apopka, FL 32703
 407-395-9066
 sales@jcocorp.com
 www.jcocorp.com

Estimate

ADDRESS
 WHOLESALE CUSTOMER

*Lighting Package
 retail quote.*

ESTIMATE # DATE
 3884 01/03/2023

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	Retail Pricing			
VTX609C	VERTEX CLEAR	4	136.00	544.00T
DP8	8-LIGHT DOMINATOR PLUS LINZ6 WAAAAAW	1	1,438.00	1,438.00T
DBKT3	SWIVEL MOUNT BRACKET KIT FOR D2, DP2, D4 & DP4 SERIES ONLY, CUSTOMER INSTALLED	1	40.00	40.00T
C399S6	Single Unit 200 Watt Siren with Integrated 3 Section Control Head and 8 Push-Buttons, 4-Position Slide Switch with a 7-Position Rotary Knob, Manual, Airhorn Plus 3 Traffic Advisor™ Switches, Microphone with Extension Cable, And CanBus Vehicle Integration Requires Vehicle Specific Canport Cable	1	1,791.00	1,791.00T
SA315P	100 WATT SIREN SPEAKER (REQUIRES BRACKET)	1	391.00	391.00T
SAK1	HEAVY-DUTY UNIVERSAL "L" MOUNTING BRACKET	1	49.00	49.00T
TLI2F	ION T SERIES LINEAR A/W	4	189.00	756.00T
3718	WAGAN TECH 800w slimline inverter	1	114.95	114.95T
LABOR	INSTALLATION LABOR	15	145.00	2,175.00T
				SUBTOTAL 7,298.95
				TAX 0.00
				TOTAL \$7,298.95

Accepted By

Accepted Date

Please remit payment to our business office:

JCO Corporation
 2054 Platinum Road
 Apopka, FL 32703

Bid Award

Contract: FSA22-VEL30.0, Pursuit, Administrative, and Other Vehicles

Group: Pickup Trucks - 4X4

Item: 201, Nissan, Frontier S V6 4x4 CC A/T, 32013

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Terry Taylor's DeLand Nissan, Inc.	\$32,728.00	0.00%	Build	Options
	Alternate	Alan Jay Nissan, Inc	\$33,075.00	0.00%	Build	
Northern	Primary	Terry Taylor's DeLand Nissan, Inc.	\$32,635.00	0.00%	Build	Options
	Alternate	Alan Jay Nissan, Inc	\$32,975.00	0.00%	Build	
Central	Primary	Terry Taylor's DeLand Nissan, Inc.	\$32,628.00	0.00%	Build	Options
	Alternate	Alan Jay Nissan, Inc	\$32,875.00	0.00%	Build	
Southern	Primary	Terry Taylor's DeLand Nissan, Inc.	\$32,746.00	0.00%	Build	Options
	Alternate	Alan Jay Nissan, Inc	\$32,975.00	0.00%	Build	

order code	Option description	2023 Price
Spec # 201	Terry Taylor's DeLand Nissan All Factory and dealer options priced in accordance with Terms and Conditions 2.13 OPTION PRICING. Frontier S Crew 4x4 SWB Model # 32013	INC
998	Credit Delete to Frontier S Model King Cab 4x4 with all following listed options available;	\$ (827.00)
V01	Technology Package: Includes Lane Departure warning, Blind Spot Warnig, Rear cross traffic alert, Rear Sonar System,Rear automatic braking, High beam Assist , Intelligent Cruise Control, Traffic Sign Recognition;	\$ 998.00
A93	Factory drop in bedliner and Bumper step	\$ 668.00
F93	Off-road style step rails	\$ 768.00
F94	Bumper Step	\$ 308.00
B97	Door scuff protector	\$ 168.00
N10	Remote Engine Start	\$ 378.00
Spray Bed	Spray-on bedliner Line-X Dealer Installed 5 1/2 ft bed;	\$ 895.00
B92	Splash Guards	\$ 208.00
L93	Floor Mats Carpeted	\$ 178.00
Vent Visors	Vent visors - stick-on style Front doors only; Rear doors Additional \$55.00	\$ 175.00
MN8	DECKED DRAWER SYSTEM Installed in Bed	\$ 1,969.00
Fiberglas Lid	Fiberglass tonneau cover (painted to match) Add \$600.00 for ROLL-N-LOCK or ROLLBAK IN LIEU OF Fibeglass Tonneau Cover	\$ 2,675.00
Fiberglas Topper	Fiberglass cab high topper with front, side and rear windows (painted to match) Swing out side windows additional \$575.00; Topper with no side windows - additional \$728.00	\$ 2,990.00
Metal Topper	Aluminum or Steel toppers same price; ARE 23" DCU Aluminum Cap with inside Aluminum skin, additional \$1400.00; Cargo Glide 1000 # capacity installed in bed Additional \$1,980.00;	\$ 2,685.00
Aluminum Box	Heavy duty aluminum tool box 14" deep box, Additional \$75.00 for 18" deep box	\$ 698.00
HD Tow	Heavy duty towing package up to 3,500 lbs. Dealer supplied 2" ball mount and pin and clip and 2" ball; DEALER INSTALLED Hitch with 2" ball mount and pin and clip and 2" ball;	\$ 875.00
Nitro Fill	Nitrogen filled tires including spare tire	\$ 185.00
Cab Guard	Cab shield headache rack (protects back of cab)	\$ 790.00
Pipe Rack	Pipe rack w/expanded metal basket over cab (for pickup bed)	\$ 1,975.00

Ladder Rack	Single ladder rack side mounted (specify street or curbside)	\$ 1,295.00
BUA	Backup alarm, dealer installed 92 db	\$ 149.00
3rd Key	Additional Key Fob(s) Includes Dealer Programming	\$ 347.00
Amber Light bar	Amber LED Light Bar with Work lights, Alley Lights & Rear Traffic Advisor Installed	\$ 2,685.00
Strobes	4 corner LED Strobes surface mounted	\$ 697.00
450 W Inverter	Xantrex Xpower 450 inverter Size 8.3 x 4.5 x 2.6"	\$650.00
600 W Inverter	Xantrex SW600 True Sinewave Inverter Model 806-1206	\$ 785.00
Dark tint	Dealer installed darkest legal tint Front door glass	\$ 195.00
Tint strip	Windshield Visor strip	\$ 50.00
DIO	Additional Factory options not listed will be discounted 2%; additional Dealer options will be discounted 10% from Retail price. Any surcharges will be itemized and passed on at cost,	INC
TempTag	Temporary Paper tag	\$ 25.00
Tag Trans	Transfer existing registration (must provide tag number) Includes secure overnight delivery	\$ 125.00
New Tag	New state tag (specify state, county, city, sheriff, etc.)	\$ 156.00
GP24860	Class 2 Nissan Security+Plus Gold Preferred 48 months or 60,000 miles -0- Deductible Extended Warranty "	\$ 2,154.00
GP27275	"Class 2 Nissan Security+Plus Gold Preferred 60 months or 75,000 miles -0- Deductible Extended Warranty "	\$ 2,337.00
GP272100	Class 2 Nissan Security+Plus Gold Preferred 72 months or 100,000 miles -0- Deductible Extended Warranty "	\$ 3,031.00

FSA Cooperative Purchasing Program



Contract Terms and Conditions

FSA22-VEH20.0 – Heavy Trucks and Buses

FSA22-VEL30.0 – Pursuit, Administrative and
Other Vehicles

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Table of Contents

1.0 GENERAL CONDITIONS.....	5
1.01 BID CORRESPONDENCE	5
1.02 PURPOSE	5
1.03 TERM OF CONTRACT.....	5
1.04 ESTIMATED QUANTITIES.....	5
1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER.....	5
1.06 FUNDING.....	6
1.07 CURRENCY.....	6
1.08 GENERAL DEFINITIONS	6
1.09 ELIGIBLE PURCHASERS OF CONTRACT.....	8
1.10 LEGAL REQUIREMENTS.....	8
1.11 PATENTS & ROYALTIES	8
1.12 FEDERAL AND STATE STANDARDS.....	9
1.13 UNDERWRITERS’ LABORATORIES	9
1.14 AMERICANS WITH DISABILITIES ACT	9
1.15 REASONABLE ACCOMMODATION	9
1.16 DISADVANTAGED BUSINESSES	9
1.17 ANTI-DISCRIMINATION	10
1.18 BEST COMMERCIAL PRACTICES	10
1.19 PUBLIC ENTITY CRIMES (PEC)	10
1.20 TAX EXEMPTION	10
1.21 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT	10
1.22 COMMUNICATIONS.....	11
1.23 CLARIFICATION AND ADDENDA.....	11
1.24 SIGNED BID CONSIDERED AN OFFER.....	11
1.25 ASSIGNMENT OF CONTRACT	12
1.26 TERMINATION OF PRODUCT LINE	12
1.27 METHOD OF AWARD	12
1.28 DEMONSTRATION OF COMPETENCY.....	12

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

1.29	VENDOR ABILITY TO PERFORM	13
1.30	FINANCIAL RESPONSIBILITY	13
1.31	QUALITY AND SAFETY	13
1.32	NONCONFORMANCE	14
1.33	GRATUITIES	14
1.34	TIE BIDS	14
1.35	RIGHT TO AUDIT	14
1.36	LIABILITY, INSURANCE, LICENSES AND PERMITS	15
1.37	BID AND PERFORMANCE BONDS	15
1.38	ELIMINATION FROM CONSIDERATION	15
1.39	COLLUSION	15
1.40	DEFAULT	16
1.41	PROTESTS AND ARBITRATION	16
1.42	NONPERFORMANCE	17
1.43	SEVERABILITY	18
1.44	TERMINATION FOR CAUSE	18
1.45	TERMINATION WITHOUT CAUSE	18
1.46	CONTRACT ADVERTISMENT AND USE OF FSA LOGO	19
2.0	BIDDER INSTRUCTIONS	20
2.01	QUALIFICATION	20
2.02	LICENSING AND FACILITIES	20
2.03	INSURANCE AND INDEMNIFICATION	21
2.04	SPECIFICATIONS	22
2.05	FIXED PRICES	23
2.06	DISCOUNTS	23
2.07	SEALED BIDS	23
2.08	EXCEPTIONS	23
2.09	MISTAKES	23
2.10	EQUIVALENTS	24
2.11	MANDATORY PRE-BID MEETING	24
2.12	PRICES QUOTED	24

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

2.13	OPTION PRICING	24
2.14	EMERGENCY LIGHTS AND SIRENS.....	25
2.15	SUBMITTAL OF BID	26
2.16	ZONE BIDDING	27
2.17	EXECUTION OF BID	27
2.18	MODIFICATION OR WITHDRAWALS OF BIDS	28
2.19	LATE BIDS	28
2.20	BID OPENING	28
2.21	DETERMINATION OF RESPONSIVENESS	28
2.22	RESPONSIBLE BIDDER CRITERIA.....	28
2.23	BASIS FOR AWARD	29
2.24	FIRM BID	29
2.25	BID TABULATIONS.....	29
2.26	MINOR IRREGULARITIES/RIGHT TO REJECT.....	29
2.27	CONE OF SILENCE	30
3.0	CONTRACT CONDITIONS.....	31
3.01	GENERAL REQUIREMENTS.....	31
3.02	STATEMENT OF AUTHORITY	31
3.03	VENDOR CONTACT INFORMATION	31
3.04	ADDITIONS OR DELETIONS	31
3.05	CONTRACT EXTENSION.....	31
3.06	PRICE ADJUSTMENT.....	31
3.07	CONDITIONS	32
3.08	PRODUCTION CUTOFF	32
3.09	FACILITIES	33
3.10	PURSUIT RATED VEHICLES & MOTORCYCLES	33
3.11	SPECIAL SERVICE VEHICLES.....	33
3.12	CAB AND CHASSIS PURCHASES.....	33
3.13	FACTORY-INSTALLED OPTIONS.....	33
3.14	VENDOR-INSTALLED OPTIONS.....	34
3.15	NON-SCHEDULED OPTIONS	34

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

3.16 FORCE MAJEURE 34

3.17 ORDER..... 34

3.18 REGISTRATION, TAG, AND TITLE..... 35

3.19 DELIVERY..... 35

3.20 INSPECTION AND ACCEPTANCE..... 36

3.21 INVOICING AND PAYMENTS 36

3.22 WARRANTY 36

3.23 PURCHASE ORDERS..... 36

3.24 QUARTERLY REPORTS 37

3.25 ADMINISTRATIVE FEE 37

3.26 LIQUIDATED DAMAGES 38

Appendix A: Zone Map..... 39

Appendix B Bid Calendars 40

Appendix C: ACH Payments 41

Appendix D: Federal Clauses..... 42

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

1.0 GENERAL CONDITIONS

1.01 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association, "FSA". Please be sure to reference the bid number and title, and provide your contact information. Communication for this Invitation to Bid should be identified by contract number and title and directed to:

Florida Sheriffs Association
Attn: Cooperative Purchasing Program Coordinator
2617 Mahan Drive
Tallahassee, FL 32308
E-mail: CPP@flsheriffs.org

1.02 PURPOSE

The Florida Sheriffs Association invites interested bidders, including manufacturers and dealers or authorized representatives to submit responses in accordance with these solicitation documents. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract. The purpose of this bid is to establish contracts with manufacturers and manufacturer's authorized dealers for contract terms specified under Section 1.03 for the purchase of items on a "no trade-in basis."

1.03 TERM OF CONTRACT

The term for Contracts FSA22-VEL30.0 Pursuit, Administrative and Other Vehicles and FSA22-VEH20.0 Heavy Trucks and Buses shall remain in effect for one year from date of contract execution by the FSA, and may be extended by mutual agreement, at the sole option and discretion of the FSA. The initial term of these contracts begins October 1, 2022, and ends September 30, 2023.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

1.04 ESTIMATED QUANTITIES

Over the last three years, eligible users purchased an average of 5,937 vehicles from these contracts each year. These estimated figures are given as a guideline for bidders preparing bids. Quantities for items depend on many factors, including the vendor's marketing efforts, established business with local governments and products awarded. Quantities provided do not guarantee or imply future contract sales. Neither the FSA nor any eligible user is obligated to place any order for a given amount subsequent to the award of this bid solicitation.

1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, Florida Statutes, exempts the sheriffs' offices from the provisions of the Florida Statute that would otherwise require sealed and competitive bidding procedures.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

The Office of the Sheriff is not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this solicitation in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any bidder in responding to this solicitation.

1.06 FUNDING

In the case of certain purchasers, including state agencies, funds expended for the purposes of the contract must be appropriated by the Florida Legislature, the individual participating agency or the agency's appropriating authority for each fiscal year included within the contract period. For such agencies, their performances and obligations to pay for products or services under any resulting contract, or purchase order, are contingent upon such an annual appropriation by the Legislature, individual agency or by the appropriating authority. Therefore, any contract or purchase order with such an agency shall automatically terminate without penalty or termination costs in the event of non-appropriation.

1.07 CURRENCY

All transaction amounts, bids, quotes, provisions, payments or any part of this contract relating to currency are to be made in United States Dollar.

1.08 GENERAL DEFINITIONS

The terms used in this contract are defined as the following:

- A. **Base Specification:** Items developed by the FSA for bidders to bid on. These items may be unique to FSA and require additional components to the standard manufacturer specifications and equipment.
- B. **Bidder:** A bidder or enterprise that submits a formal bid to the FSA Cooperative Purchasing Program in accordance with the FSA CPP Terms and Conditions. A bidder, that is not the manufacturer, must be authorized by the manufacturer to market and sell an item for which they are bidding.
- C. **Bid System:** The online forum used for the submission of bids and review of bid results for the specifications connected to this Invitation to Bid. VendorLink is the software used for this bid.
- D. **Build Sheet:** A document from the bidder or manufacturer that confirms that the bid specifications submitted by bidders matches the FSA base specification. Build sheets include, but are not limited to, the factory options list and door data plate info for the vehicles. They provide details such as engine size and transmission, paint codes, production date, axle code etc.
- E. **Dealer:** An enterprise authorized by the manufacturer to market, sell, provide, and service the items for the FSA Cooperative Purchasing Program. Dealers may be vendor-owned and controlled, in whole or in part, or independently owned and controlled.
- F. **Florida Sheriffs Association Cooperative Purchasing Program (FSA):** The entity that administers the Invitation to Bid and contract administration functions for this contract.
- G. **End User:** A term used to distinguish the person who ultimately uses or is intended to use a product or for whom a product is designed for use.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

- H. **Factory:** Refers to the manufacturer produced products.
- I. **Fleet Advisory Committee (committee):** An employee of a sheriff's office or other local governmental agency, or person who FSA identifies as subject matter expert who assists with the development of bid specifications and evaluation of bid responses. The committee makes recommendations to the FSA and is not responsible for final awards.
- J. **Invitation to Bid:** A competitive solicitation and award process established through the issuance of an invitation to bidders, vendors, dealers and manufacturers to submit a price offer on a specific product to be provided. This term shall include the bid specifications available to bidders on the bid system and references to solicitation documents. The term shall not include request for proposals, request for quotes, request for letters of interest, or the solicitation of purchase orders based on oral or written quotations.
- K. **Manufacturer:** The original producer or provider of items offered on this contract.
- L. **Manufacturer's Suggested Retail Price (MSRP):** Manufacturer's Suggested Retail Price (MSRP) represents the Manufacturer's recommended retail selling price, list price, published list price, or other usual and customary price that would be paid by the purchaser. The following are acceptable sources of current MSRPs and MSRP Lists for use in submission of the bid solicitation and the resulting contract:
 - a. Manufacturer's Computer Printouts
 - b. Chrome Systems, Inc.'s PC Carbook Plus and PC Carbook Fleet Edition
 - c. Manufacturer's Annual U.S. Price Book
 - d. Manufacturer's official website
- M. **Non-Scheduled Options:** Any optional new or unused component, feature or configuration that is not included or listed in the base specifications or options.
- N. **Production Cutoff:** A date used by manufacturers to notify vendors and dealers that the factory has reached maximum capacity for orders or are discontinuing the production of an item. Vehicle manufacturers use this term when referring to any given model year for production.
- O. **Published List Price:** A standard "quantity of one" price currently available to government and educational purchasers, excluding cooperative or volume discounts.
- P. **Purchaser:** A purchaser is an entity that seeks to obtain items awarded on this contract by meeting the eligible user criteria or with vendor approval.
- Q. **Purchase Order:** A request for order from a purchaser to an awarded vendor for an item that has been awarded on this contract. Purchase orders placed using this contract formalize the terms and conditions of this contract under which a vendor furnishes items to a purchaser.
- R. **Qualification Packet:** This document contains the required forms, attestations, authorizations, and organizational information needed by bidders to submit a successful and complete bid.
- S. **Terms & Conditions:** This document serves as the governing contract for the identified FSA contract and bid. Standard regulations, processes, procedures, and compliance requirements are identified herein. Bidders complete a qualification packet during the bid process indicating they agree to comply with the Terms & Conditions, and that this will serve as a contract for both parties.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

- T. Third Party Supplier: Businesses external to a bidder or vendor that provide products and services which contribute to the overall finished item in this contract. Third Party Suppliers are contractors under the direction and responsibility of the bidder or vendor.
- U. Vendor: The bidder that has been awarded, who agrees to provide the contract items that meet the requirements and base specifications of the contract. The vendor must agree to the contract terms and conditions, which will serve as the governing contract.
- V. Vendor Installed: A product or service provided by the vendor or other third party; not the factory.

1.09 ELIGIBLE PURCHASERS OF CONTRACT

Awarded bids, or contract prices, will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida. This includes, but is not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, other special districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida. Eligible purchaser also includes all Eligible Users as defined in F.A.C. 60A-1.001(2).

All purchasers are bound by state law, local ordinances, rules and regulations for purchases made under this contract. Participating agencies cannot guarantee any order other than those ordered by the individual agency.

In addition, bids can be extended and guaranteed to other entities approved by manufacturers to participate in this contract, which can include out-of-state sales. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturer's agreement, and must agree to the terms and conditions of this contract.

1.10 LEGAL REQUIREMENTS

Federal, State, and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder of applicable legal requirements will in no way be a cause for relief from responsibility.

Bidders have the option to certify and agree to comply with federal regulations allowing for the acceptance of federal grant funds. By opting in bidders may be able to accept federal and state grant funds from purchasers. This is not a requirement of the bid or contract. Bidders are not required to opt-in; however, they are required to indicate whether they will opt-in or opt-out of federal compliance. Appendix D outlines federal clauses found to generally apply with the FSA contracts. FSA has taken actions to provide and develop information, materials, and resources for bidders, vendors and purchasers that will assist in the use of federal grant dollars with this contract. It is the responsibility of the purchaser to determine compliance for each vendor, if they wish to use federal grant funds for purchase, or intend to request reimbursements using federal dollars.

See Appendix D for Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards for requirements that apply to this contract and to awarded vendors.

1.11 PATENTS & ROYALTIES

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

The bidder, without exception, shall indemnify and hold harmless the FSA and its employees from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the FSA or a purchaser.

If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs in any way arising, directly or indirectly, from the use of such design, device, or materials in any way involved in the work.

1.12 FEDERAL AND STATE STANDARDS

It is the intent of FSA that all specifications herein are in full and complete compliance with all federal and State of Florida laws, requirements, and regulations applicable to the type and class of commodities and contractual services being provided.

In addition, any applicable federal or State legal or regulatory requirements that become effective during the term of the contract, regarding the commodities and contractual services' specifications, safety, and environmental requirements shall immediately become a part of the contract. The vendor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the vendor shall contact the FSA immediately.

1.13 UNDERWRITERS' LABORATORIES

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be Underwriters' Laboratories, or U.L., listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.14 AMERICANS WITH DISABILITIES ACT

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, or any accommodation to review any document or participate in any FSA sponsored proceeding, please contact FSA Human Resources at (850) 877-2165 five business days in advance to initiate your request. TTY users may also call the Florida Relay Service at 711.

1.15 REASONABLE ACCOMMODATION

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation at the Bid opening because of a disability must contact the FSA Human Resources at (850) 877-2165.

1.16 DISADVANTAGED BUSINESSES

As part of the solicitation process FSA makes information available to potentially qualified entities publicly available, and conducts additional outreach to qualified:

- Small businesses,
- Minority-owned small businesses,
- Women-owned small business enterprises, and
- Disadvantaged business enterprises.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

FSA takes necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, as recommended by 2 C.F.R. § 200.321. FSA will:

- Evaluate whether small, minority, and women's businesses are potential sources,
- Place those qualified small and minority businesses and women's business enterprises on solicitation lists, and
- Search the Small Business Administration, Minority Business Development Agency, and Labor Surplus Area reports for additional potential sources.

Bidders self-identify in the qualification packet whether they meet the state and federal definitions of a disadvantaged business.

1.17 ANTI-DISCRIMINATION

The bidder certifies that they are in compliance as applicable by federal or state law with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

1.18 BEST COMMERCIAL PRACTICES

The apparent silence or omission of any description from the specifications shall be regarded as meaning that only the best commercial practices, size, and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be upon the basis of this statement.

1.19 PUBLIC ENTITY CRIMES (PEC)

In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of Management Services following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a vendor, supplier, sub-vendor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.20 TAX EXEMPTION

Purchasers making a purchase pursuant to the awarded bid are generally exempt from Federal Excise and State Sales Tax. It is the responsibility of the vendor to verify that the purchaser is exempt by obtaining the purchaser's Federal Excise and State Taxes and Use Certificate Number.

The Florida Sheriffs Association is a 501(c)3 organization and is exempt from all Federal Excise and State Taxes. State Sales Tax and Use Certificate Number is 85-8012646919C-3.

1.21 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT

In the event of conflict, the conflict may be resolved in the following order of priority (highest to lowest):

- Addenda to Contract Terms and Conditions, if issued
- Contract Conditions

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

- Addenda to Bid Specifications, if issued
- Bid Specifications
- Bidder Instructions
- General Conditions

1.22 COMMUNICATIONS

Communications between a bidder, lobbyist or consultant and FSA are limited to matters of process or procedure and shall be made in writing to the FSA CPP Staff.

Bidders should not rely on representations, statements, or explanations other than those made in this bid or in any written addendum to this bid, and no oral representations, statements, or explanations shall be deemed to bind the FSA or eligible users.

1.23 CLARIFICATION AND ADDENDA

Any questions or clarifications concerning the Invitation to Bid shall be submitted to FSA by e-mail to CPP@flsheriffs.org with the bid title and number referenced on all correspondence. Final questions must be received by the date for Request for Clarification stated on the Bid Calendar. Questions and answers will be posted to the FSA Cooperative Purchasing Program website on the date indicated on the Bid Calendar. Questions received during the cone of silence date listed on the bid calendar will not be addressed, except as provided herein.

Interpretation of the specifications or any solicitation documents will **not** be made to the bidder verbally, and if any verbal clarifications are provided they are without legal effect. FSA will make every attempt to e-mail updates to registered bidders. However, posting to the FSA website or the bid system constitutes proper notice of addenda.

The FSA shall issue a Formal Addendum if substantial changes which impact the submission of bids are required. Any such addenda shall be binding on the bidder and shall become a part of the solicitation document. In the event of conflict with the original specifications, addenda shall govern to the extent specified. Subsequent Addenda shall govern over prior Addenda only to the extent specified. The FSA will not be responsible for any explanation or interpretation made verbally or in writing except those made through the posting of a Formal Addendum.

The bid submission constitutes acknowledgment of addenda to the specifications. Bids that fail to account for the specification addenda shall be determined to be nonresponsive; however, the FSA may waive this requirement in its best interest.

After the start of the contract term, FSA will notify all vendors of any addenda and will require acknowledgement of the new terms and conditions. If the vendor does not agree to the new terms and conditions, the vendor's award can be removed or replaced by another vendor or qualified responsive bidder.

1.24 SIGNED BID CONSIDERED AN OFFER

The signed bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the FSA. The bid submission must be signed by an authorized representative. Submission of a bid in the FSA bid system constitutes a signed bid for purposes of bid evaluation. An electronic signature may be used and shall have the same force and effect as a written signature.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

1.25 ASSIGNMENT OF CONTRACT

No right or interest in this contract may be assigned, transferred, conveyed, sublet or otherwise disposed of, without prior written consent of the FSA.

If the original vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor-in-interest must perform all obligations under this contract. FSA reserves the right to reject the acquiring entity as vendor. A change of name agreement will not change the contractual obligations of the vendor.

In the event a manufacturer reassigns the product line to an alternate company, the vendor is required to immediately notify the FSA in writing of the change within 10 business days confirming the reassignment. If the vendor is not already an approved FSA vendor, the alternate company is required to submit a Qualifications Packet to the FSA to become an approved vendor *prior to* conducting any qualified sales. FSA may approve such assignments of existing or new vendors at its discretion. The vendor is required to honor the contract pricing and all of the applicable terms and conditions throughout the remaining term of the contract.

1.26 TERMINATION OF PRODUCT LINE

If a vendor terminates a product line (manufacturer or brand), the vendor is required to notify the FSA within 10 business days of the decision not to retain the product line. FSA may remove the terminated products from the contract.

1.27 METHOD OF AWARD

The award is made to responsive and responsible bidders. FSA uses its discretion in determining if bids meet the requirements of this solicitation. The FSA reserves the right to make multiple awards for each item, if deemed in the best interest of the FSA and the purchasers. Awards will be posted on the FSA website according to the date posted in the bid calendar.

1.28 DEMONSTRATION OF COMPETENCY

Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated.

The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the FSA.

The FSA may consider any evidence available and may require submission of supporting documentation regarding the financial, technical and other qualifications and abilities of a bidder, including past performance with the FSA in making the award.

The FSA may require bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier which is the actual source of supply. In these instances, the FSA may also require information from the source of supply regarding the quality, packaging and characteristics of the products. Any conflicts between this material information provided by the source of supply and the information contained in the bid submission may render the bid nonresponsive.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

Pre-award inspection of the bidder's facility may be made prior to the award of contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods or services as described in this bid.

Information submitted in the bid may not be plagiarized and, except in the case of materials quoted from this solicitation or developed by the manufacturer, must be the original work of the individual or company that submits the bid for evaluation.

1.29 VENDOR ABILITY TO PERFORM

During the contract period, FSA may review the vendor's record of performance and may require submission of supporting documentation to ensure that the vendor is providing sufficient financial support, equipment and organization.

If the FSA determines that the vendor no longer possesses the financial support, equipment and organization in order to comply with this section, FSA has the authority to immediately terminate the contract awarded.

By responding to this procurement, the vendor warrants that, to the best of his or her knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the vendor's ability to satisfy the obligations of the contract. The vendor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The vendor shall immediately notify the FSA and purchaser in writing if its ability to perform is compromised in any manner during the term of the contract.

1.30 FINANCIAL RESPONSIBILITY

Bidder affirms by the submission of the bid and by signature on the contract signature form that the bidder:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this bid and has adequate facilities and personnel to fulfill such requirements.
- Accepts the financial responsibility associated with this bid and declares that they have the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award.
- Has assessed the financial responsibility required to serve the contract as bid, including such details as the obligations to perform all items bid, zones bid, and quantities that could be ordered, as well as timing of payment from purchasers, which can be 45 calendar days from receipt of invoice.

1.31 QUALITY AND SAFETY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest-grade workmanship that meet or exceed federal safety standards.

Items requiring certification should require certification of options in cases where non-certified options could result in the decertification of the original product or warranty. In all cases where options are not certified, the vendor must disclose to the end user that the non-certified options are not required to be certified. All options must meet or exceed federal safety standards.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

1.32 NONCONFORMANCE

Items may be tested for compliance with specifications. Items delivered that do not conform to specifications may be rejected and returned at the vendor's expense. Items not meeting the specifications and items not delivered within a reasonable period of time after expected delivery date may be purchased outside of the FSA contract.

Any violation of these stipulations may also result in:

- Vendor's name being removed from the awarded vendor list.
- FSA and purchasers being advised not to do business with vendor.

1.33 GRATUITIES

Bidders shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the FSA, for the purpose of influencing consideration of this bid. Bidders shall disclose in writing any conflicts of interest to FSA prior to any award, or as soon as practical after learning of any such conflict, including any contractual or employment relationships with FSA or potential purchasers of bidders' products or services.

1.34 TIE BIDS

FSA has the right to award multiple bidders the primary or alternate award in the event of a tie. In the event the FSA desires to break tie bids, and both businesses have qualifying drug-free work programs, the award will be made using the following criteria:

- Bidder within the State of Florida
- Vendors performance record with purchasers
- Coin Toss

1.35 RIGHT TO AUDIT

Vendor shall establish and maintain a reasonable accounting system that enables FSA to readily identify vendor's sales. FSA and its authorized representatives shall have the right to audit and to make copies of all related records pertaining to this contract, including all government sales and eligible users information whether kept by or under the control of the vendor, including, but not limited to those kept by its employees, agents, assigns, successors, sub-vendors, or third-party suppliers in whatever form they may be kept – written or electronic. Such records shall include, but not be limited to:

- Accounting records, including but not limited to purchase orders, confirmation of orders or invoices, paid vouchers, cancelled checks, deposit slips, ledgers, and bank statements
- Written policies and procedures;
- Subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.);
- Original estimates, quotes, or work sheets;
- Contract amendments and change order files;
- Insurance documents; or
- Memoranda or correspondence.

Vendor shall maintain such records during the term of this contract and for a period of three (3) years after the completion of this contract. At the vendor's expense and upon written notice from FSA, the vendor shall provide such records for inspection and audit by FSA or its authorized representatives. Such records shall be made available to FSA during normal business hours within three business days of receipt of the written notice. FSA may

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

select the vendor's place of business or offsite location for the audit. The FSA may also request the vendor provide requested records via e-mail.

Vendor shall ensure FSA has these rights with vendor's employees, agents, assigns, successors, and third-party supplier and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the vendor and any sub-vendors to the extent that those subcontracts or agreements relate to fulfillment of the vendor's obligations to FSA.

Professional fees, personnel costs and travel costs incurred by FSA under its authority to audit and not addressed elsewhere will be the responsibility of the FSA. However, if the audit identifies under reporting, overpricing or overcharges (of any nature) by the vendor to FSA or a purchaser in excess of three percent (3%) of the total contract billings, the vendor shall reimburse FSA for the total costs of the audit not to exceed \$5,000. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, FSA may recoup all the costs of the audit work from the vendor.

Any adjustments or payments that must be made as a result of any such audit or inspection of the vendor's invoices or records shall be made within a reasonable amount of time (not to exceed 60 calendar days) from presentation of FSA's findings to vendor.

FSA has the right to assess damages or seek reimbursements or refunds based on audit results.

1.36 LIABILITY, INSURANCE, LICENSES AND PERMITS

The bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and contract. Where vendors are required to enter or go onto FSA or purchaser property to deliver materials or perform work or services as a result of a bid award, the vendor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance. The vendor shall be liable for any damages or loss to the FSA or purchaser occasioned by negligence of the vendor or any person the vendor has designated in the completion of the contract as a result of the bid.

1.37 BID AND PERFORMANCE BONDS

Bid Bonds, when required, shall be submitted with the bid in the amount specified in Bidder Instructions.

Purchasers may request a performance bond from a vendor. Performance bonds are recommended with pre-payment and will be at the expense of the requesting agency. Purchasers should determine the best practice in comparing performance bond expense against any prior discounts that may be available.

1.38 ELIMINATION FROM CONSIDERATION

This Invitation to Bid shall not be awarded to any person or bidder who has outstanding debts to the FSA, whether in relation to current or previous bid awards or for other business purposes.

1.39 COLLUSION

Collusion is a non-competitive secret or sometimes illegal agreement between rival bidders that attempts to disrupt the contract process equilibrium. Collusion involves people or companies that would typically compete, but are conspiring or working together in which the outcome results in an unfair bid advantage. The parties may

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

collectively choose to agree to increase or decrease the item base price in one or more zones to maximize awards thus denying purchasers a fair price.

Bidders or vendors who are found to have engaged in collusion will be considered nonresponsive, and will be suspended or barred from bid participation. Any contract award resulting from collusive bidding may be terminated for default. Further, any collusion that is detected by the FSA may be reported to relevant law enforcement and/or prosecutorial agencies.

Bidders may submit multiple bids without conflict of collusion if the bid submitted is not from the same manufacturer and product line. Dealers which share the same ownership may submit multiple bids without conflict of collusion if the bidders are not in the same region featuring the same manufacturer and product line.

1.40 DEFAULT

In case of default on the part of vendor, the FSA may take necessary steps to otherwise procure the products sought, including but not limited to procuring the products or services from the next highest ranked bidder or from other sources. A defaulting vendor may be held liable for costs incurred by the FSA in procuring replacement products.

1.41 PROTESTS AND ARBITRATION

Any person who is adversely affected by the decision or intended decision to award shall file a "Notice of Protest" in writing to the FSA within three (3) business days after the posting of the Intent to Award and shall file a formal written protest within five (5) business days after filing the Notice of Protest. Failure to file both a notice of protest and a formal written protest within the above referenced timelines shall constitute a waiver of proceedings.

The burden is on the party protesting the award of the bid to establish grounds for invalidating the award(s). The formal written protest must state with particularity the facts and law upon which the protest is based. Options are for informational purposes only and will not serve as a basis for protest. Failure to do so will result in a denial of protest. Formal written protest which states with particularity the facts and law upon which the protest is based will be reviewed by FSA legal counsel for legal soundness and validity, and corrective action will be taken as needed contingent upon the validity of such claims. However, any additional time required and cost incurred by the FSA to substantiate a protesting party's claim(s) beyond the normal scope of its legal review due to the vague or inconclusive nature of the protesting party's filing will be reimbursable to the FSA and deducted from the protesting party's bond or security which must accompany their filing.

Any bidder who files an action protesting a decision or intended decision pertaining to this contract shall post a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the item being protested. The bond, cashier's check or money order must be filed at the time of filing the formal written protest or within the five (5) business day period allowed for filing the formal written protest. FSA will provide the amount required within two (2) business days of the notice of protest received. This bond or security will be conditioned upon the payment of all costs which may be adjudged against the protesting party in a court of law and/or to reimburse the FSA for additional legal expenses incurred and required to substantiate the protesting party's claim(s). Failure to post the bond or security requirement within the time allowed for filing will result in a denial of protest. The filing of the protest shall not stay the implementation of the bid award by the Florida Sheriffs Association.

Should the unsuccessful bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA within three (3) business days of the FSA bid protest decision regarding their intent to request arbitration. A demand for

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

arbitration with the American Arbitration Association's (AAA) commercial panel under its rules and regulations must be made within ten (10) business days of the FSA bid protest decision. Any person who files for an arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the product line being protested. This amount will be the same amount as the FSA provided at the time of filing the initial protest. Failure to provide written notice to FSA, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings. By responding to this procurement, the bidder expressly agrees to the use of mandatory binding arbitration to resolve any appeals of the decision of the FSA, and any claims arising from or in any way relating to the procurement process, and expressly waives any and all rights that it may otherwise have to pursue such claims in any other forum, judicial or otherwise.

If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorney fees of the prevailing party incurred in connection with the arbitration. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA and each shall bear the cost of their own attorney fees. The filing for arbitration shall not stay the implementation of the bid award by the Florida Sheriffs Association.

1.42 NONPERFORMANCE

By virtue of the bid submission, bidder acknowledges its obligation to sell items in all zones for which it is awarded. Failure of the bidder to comply with these requirements may result in the imposition of liquidated damages of up to \$1,000 per item, which amount the vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA's discretion.

The vendor shall at all times during the contract term remain responsive and responsible. In determining vendor's responsibility, the FSA shall consider all information or evidence that demonstrates the vendor's ability or willingness to fully satisfy the requirements of the solicitation and the contract.

Vendors that are not in compliance with any of the provisions of this contract can be assessed liquidated damages, suspended or terminated from the contract. The FSA at its sole discretion may remove a noncompliant vendor from future competitive bid solicitations; or take other actions including suspension from the contract until compliance issues are resolved, limit current or future vendor participation by items or zones, or other actions as determined by FSA at its sole discretion.

At FSA's discretion, vendors may be required to develop corrective action plans to address contract compliance. Failure to abide by corrective action plans will result termination from the existing contract and future competitive bid solicitations at the discretion of the FSA.

In situations where there is evidence that the vendor has engaged in egregious breaches of the contract with respect to either the FSA and/or the purchaser, the contract can be terminated and the vendor will be removed from future solicitations for a period of up to three (3) years, or a permanent ban from the bid process at the sole discretion of FSA.

Specific conditions for termination include, but are not limited to; failure to perform, refusal to accept orders during the contract period while manufacturer orders are still being accepted for current model year or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory or vendor installed items and packages, requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order, providing aftermarket options where factory options are available without the

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

consent of the purchaser, any misrepresentation of optional equipment or service as being factory that fails to meet the definition as described in this document, and any other practice deemed to be inconsistent with the intent of the contract.

Any vendor presented with a valid purchase order consistent with vendor bid quotes or other agreed upon terms and pricing is required by this contract to accept such purchase order and deliver the product. Orders must be fulfilled if the item is a base model or whether it includes options. The vendor must deliver this product if they were awarded the contract – regardless of profit or loss.

Failure to deliver the item may result in the purchaser seeking damages for the difference of cost to issue the exact same order with another vendor plus any legal fees and damages that may be incurred in the process to facilitate a completed order. Additionally, FSA may seek damages for nonpayment of administrative fees, to which FSA is entitled, according to Section 3.28 and any attorney's fees incurred in the recovery of these damages.

1.43 SEVERABILITY

In the event any provision of this contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the contract which shall remain in full force and effect and enforceable in accordance with its terms.

1.44 TERMINATION FOR CAUSE

If through any cause within the reasonable control of the vendor, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this contract, the FSA shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the vendor and unless the deficiencies are corrected within 10 business days, the contract may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the FSA, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

In that event, the FSA shall compensate the successful bidder in accordance with the contract for all services performed by the bidder prior to termination, net of any costs incurred by the FSA as a consequence of the default.

Notwithstanding the above, the vendor shall not be relieved of liability to the FSA for damages sustained by the FSA by virtue of any breach of the contract by the vendor, and the FSA may reasonably withhold payments to the vendor for the purposes of offset until such time as the exact amount of damages due the FSA from the vendor is determined.

1.45 TERMINATION WITHOUT CAUSE

The FSA can terminate the contract in whole or part without cause by giving written notice to the vendor of such termination, which shall become effective 30 calendar days following receipt by vendor of such notice.

In that event, all finished or unfinished documents and other materials shall be properly delivered to the FSA.

The vendor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The vendor shall not be entitled to recover any lost profits that the vendor expected to earn on the balance of the contract or cancellation charges.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Any payments to the vendor shall be only to the total extent of the FSA liability for goods or services delivered prior to the date of notice to terminate the contract.

1.46 CONTRACT ADVERTISMENT AND USE OF FSA LOGO

The CPP logo is an official logo of the Florida Sheriffs Association designed to promote the program. The logo may be used by vendors in accordance with this policy. Use of the logo is limited to the original version received from the FSA. Modifications are not permitted.

Methods of use include, but are not limited to:

- Electronic mediums such as websites, digital marketing campaigns, social media and e-mail; or
- Print media such as forms, marketing campaigns, business cards, posters, banners, brochures, flyers and postcards.

Vendors may request the logo by contacting cpp@flsheriffs.org, and should include a brief description of how the vendor intends to use the logo. The official FSA sheriff's star and wreath logo may not be used without prior written permission.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

2.0 BIDDER INSTRUCTIONS

2.01 QUALIFICATION

Bidders are required to complete the qualification packet as part of the bid submission. A bidder becomes a qualified bidder if they comply with this section and Section 2.11, Mandatory Pre-Bid Meeting.

Qualification Packet information required for bid qualification include:

- Qualification form
 - Contact Information
 - Business Profile
 - References
 - Disqualifications & Defaults
 - Warranty Service Plan Attestation
 - Emergency Technician Attestation
- State compliance attestations
 - E-Verify
 - Drug-Free Workplace
 - Workers Compensation
 - Motor Vehicles Dealer and Brokers license
- Federal compliance attestations
 - Certification Regarding Debarment and Suspension
 - Certification Regarding Lobbying
- Contract Signature Form
- Insurance Checklist 2022
 - Certificates of Insurance due by September 26th for awarded vendors

The qualification packet is located on the bid system.

2.02 LICENSING AND FACILITIES

Bidders are required to possess a Florida Motor Vehicle Dealer's License in order to bid on any motor vehicle.

Bidders must maintain a repair facility within the State of Florida to provide warranty service for the items bid. If bidders do not have a facility, the bidder must be able to assist purchasers in obtaining warranty work as authorized by the manufacturer.

If a bidder does not maintain a facility within the State of Florida, the bidder must have a plan as to how the bidder would service Florida purchasers if awarded the contract. This warranty service plan must demonstrate that the warranty work will be timely and satisfactorily performed and should include:

- Whether the warranty service provider is approved by the manufacturer;
- If the bidder plans to contract out for service, a copy of the service agreement; and
- Zone specific service plans to include:
 - Response time to initial call from purchaser,
 - Number of personnel available to service the contract,
 - Qualifications of personnel providing warranty work, and
 - Any additional information that would detail how warranty service would be provided.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

The sufficiency of the Warranty Service Plan may be evaluated by the FSA. The FSA reserves the right to request additional information from a bidder regarding the facility during the solicitation and the term of the contract, if awarded. The FSA may also exercise discretion in examining such facility as deemed necessary.

2.03 INSURANCE AND INDEMNIFICATION

Vendor shall be fully liable for the actions of its agents, employees, partners, or third party suppliers and shall fully indemnify, defend, and hold harmless the Florida Sheriffs Association, the participating agencies, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by bidder, its agents, employees, partners, or third party suppliers; provided, however, that the bidder shall not indemnify for that portion of any loss or damages resulting directly from the negligent acts or omissions of the Florida Sheriffs Association and participating agencies or proximately caused by intentional wrongful acts or omissions of the Florida Sheriffs Association and participating agencies.

Vendor's obligations under the above paragraph with respect to legal action are contingent upon the Florida Sheriffs Association and/or participating agencies giving the bidder (1) written notice of any action or threatened action, and (2) the opportunity to take over and settle or defend any such action at bidder's sole expense. Vendor shall not be liable for any cost, expense or compromise incurred by the Florida Sheriffs Association, or participating agencies, in any legal action without bidder's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

The Insurance Checklist summarizes the bidder's insurance coverage obligations, if awarded. Certificates of Insurance, evidencing such coverages and endorsements as required herein, shall be provided no later than five business days prior to the contract award date. The vendor may not begin performance under the contract until such Certificates have been approved by the FSA.

The certificate must state Bid Number and Title. FSA must be named as an additional insured for the duration of the contract.

The vendor shall maintain comprehensive general liability insurance and general aggregate insurance in the amount and coverage levels specified on the Insurance Checklist.

The vendor shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the vendor is acting as an independent contractor. The vendor shall be responsible for the work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular contract. The vendor at all times during the full duration of work under this contract, including extra work in connection with this contract, shall meet the requirements of this section.

The vendor shall maintain automobile liability insurance including property damage covering all owned, non-owned, hired and scheduled automobiles, when used in connection with the delivery or service of this contract.

The vendor shall maintain insurance to cover garage operations in the amount specified on the Insurance Checklist when the garage is used to complete work on this contract.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of B+ or better per the AM Best Rating.

FSA required insurance coverages must be maintained through the duration of the contract. Upon expiration of the required insurance, the vendor must email updated certificates of insurance for as long a period as any work is still in progress. No change or cancellation in insurance shall be made without 30 calendar days written notice to the FSA.

It is understood and agreed that all policies of insurance provided by the vendor are primary coverage to any insurance or self-insurance the FSA possesses that may apply to a loss resulting from the work performed in this contract. All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

The vendor hereby agrees to indemnify and hold harmless the FSA, a 501(c)3, its officers, agents, and employees from all claims for bodily injuries to the public and for all damages to the property per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the vendor, his agents, servants, or employees, or through the mere existence of the project under contract.

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the FSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The vendor will notify the insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract, and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The vendor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the FSA under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The vendor will secure and maintain policies of third-party suppliers. All policies shall be made available to the FSA upon demand. Compliance by the vendor and all third-party suppliers with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the vendor and all third-party suppliers of their liabilities and obligations under any section or provisions of this contract. Vendor shall be as fully responsible to the FSA for the acts and omissions of the third-party suppliers and of persons employed by them as they are for acts and omissions of persons directly employed by the vendor.

The FSA can request and the vendor shall furnish proof of insurance within seven calendar days of receipt of the written request from FSA. Should the vendor fail to provide acceptable evidence of current insurance during the contract term, the FSA shall have the right to consider the contract breached and justifying the termination thereof. If bidder does not meet the insurance requirements; the FSA may consider alternate insurance coverage.

2.04 SPECIFICATIONS

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

All items covered by this contract and the specifications shall be the manufacturer's current basic production model, and shall, as a minimum, be equipped with all standard factory equipment in accordance with the manufacturer's latest literature unless otherwise noted in the bid system or FSA base specification. If awarded, bidders must supply an item that either meets or exceeds all the requirements included in the applicable specifications.

The bid specifications are contained in the FSA bid system, may be requested from FSA and are retained within FSA's archive. As part of the bid submission, all bidders will be required to provide information confirmation that the item bid meets the base specification or may have their bid rejected. Failure of a bidder to comply with these provisions will result in bidders being held responsible for all costs required to bring the vehicle into compliance with the contract specifications.

FSA develops the specifications with subject matter experts and publicly available information. However, FSA does not have access to full details from the manufacturer and relies on bidders to assist in this process. Bidders should immediately notify the FSA of any inaccuracies in the specifications. All notifications of inaccuracies must be in writing.

2.05 FIXED PRICES

If the bidder is awarded a contract under this Invitation to Bid, the prices quoted by the bidder at the time of bid submission shall remain fixed and firm during the term of this contract, unless otherwise addressed in a contract extension or price adjustment as provided herein.

2.06 DISCOUNTS

Discounts listed in FSA22-VEL30.0 Pursuit, Administrative and Other Vehicles, and FSA22-VEH20.0 Heavy Vehicles and Buses bids shall be below Manufacturer's Standard Retail Pricing (MSRP) or manufacturer's published list price for any item and options. The vendor has the authority to offer additional discounts based on quantity, as well as additional manufacturer or vendor discounts. Discount ranges are not permissible. Discounts must be a whole, positive percentage with no decimal place (e.g. 10%).

2.07 SEALED BIDS

For purposes of this solicitation, a sealed bid is considered a bid submitted using the FSA bid system.

2.08 EXCEPTIONS

Any requested exceptions, deviations, or contingencies a bidder may have to the terms and conditions must be documented in bidder's submission. Exceptions to the item specifications at the time of the bid submission shall reference the item number, make and model. FSA has the discretion to grant or deny, in whole or in part, the bidders requested exception, deviation or contingency to the specifications or terms and conditions. Bidder acknowledges that if FSA rejects the proposed exceptions, the bid may be disqualified.

2.09 MISTAKES

Bidders are expected to examine the item specifications, delivery schedules, bid prices and all information pertaining to servicing this contract before submitting a bid. Failure to do so will be at the bidder's risk.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

2.10 EQUIVALENTS

Prior to the opening of the bid system, bidders may request item equivalents. The bidder must submit the manufacturer name and model number (or product identifier) of each equivalent requested to FSA. Complete, descriptive, technical literature should demonstrate that the equivalent conforms with specification. If a bid uses equivalents without prior approval, the bid may be disqualified.

2.11 MANDATORY PRE-BID MEETING

Prospective bidders are required to attend or participate in the **mandatory** Pre-Bid Meeting. The Pre-Bid Meeting is designed for vendors, the Fleet Advisory Committee and the FSA to clarify questions on the terms and conditions and to confirm all item specifications. Questions relating to the items, specifications, the bid process, or award can be asked at the Pre-Bid Meeting. Bidders have the opportunity to suggest technical modifications or corrections before the item specifications are finalized.

FSA reserves the right to grant attendance exceptions to the mandatory meeting if the bidder has requested authorization, signs a memo to agree to meet all the terms and conditions without exception and further waives their right to protest the bid process in its entirety or any portion thereof.

2.12 PRICES QUOTED

Prices submitted as indicated in the sealed bid are final. Bidders acknowledge that prices quoted will be valid for a period of sixty (60) calendar days from the date of bid opening. Each item, make, and model must be priced and bid separately. Prices quoted in the bid submission should reflect the final amount the bidder can expect to receive for payment for the items bid for the duration of the contract, unless otherwise provided in the contract. These prices must be inclusive of all of the components included in the base specification. Once awarded, the vendor has the authority to offer discounts for prompt payment. Cash or quantity discounts offered will not be a consideration in determination of award of the bid.

Prices bid, including options, must include the administrative fee FSA charges to administer the contract, as outlined within these terms & conditions. The administrative fee is three quarters of one percent (.0075).

Prices must be Free On Board (FOB) destination.

2.13 OPTION PRICING

FSA requests vendors include most frequently purchased scheduled, factory and aftermarket options in the bid system. The bidder shall offer a discount below Manufacturer's Standard Retail Pricing (MSRP) or manufacturer's published list price for any options included in the bid submission and quotes to purchasers, if awarded. Discounts can be provided beyond option prices listed in the contract. The additional discounts for each option shall be decided by the bidder. The FSA has the discretion to disqualify bidders if the option pricing is excessive or if options listed are not available for the item bid.

Options are intended to add or delete equipment or features from the base specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base item. Bidders shall NOT use options to create an item that is available as another item bid on this ITB. The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the base specification will be determined nonresponsive and

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

the bid will be rejected in whole or part by the FSA. Bidders must disclose which options require the purchase of other options or are dependent on another option in their bid submission. Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately.

Bidder must use proper manufacturer codes for all factory options. Options available through the factory should be bid and supplied to purchaser as "factory" options, unless otherwise requested in writing by the purchaser. Factory package options are allowable under this contract. Factory package options included in the bid submission must detail what components the package includes.

If a bidder will offer registration and title services as a fee for service, the bidder must include the administrative fee as a separate option (i.e. line item) for each item bid. Government imposed fees should not be included in this option pricing.

If the bidder wishes to offer credit to the purchaser for an option that is standard on the FSA base specification, the bidder should include the word "Credit" at the beginning of the description field, and continue to describe the option being credited. For example, "Credit: one key fob" and enter the price the bidder will credit the purchaser.

For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet and option upload in the bid system. Section 2.14 contains specific instructions and exceptions for emergency lights and sirens.

2.14 EMERGENCY LIGHTS AND SIRENS

Under Florida Statute 316.003(1), authorized emergency vehicles are defined as:

"Vehicles of the fire department (fire patrol), police vehicles, and such ambulances and emergency vehicles of municipal departments, public service corporations operated by private corporations, the Fish and Wildlife Conservation Commission, the Department of Environmental Protection, the Department of Health, the Department of Transportation, and the Department of Corrections as are designated or authorized by their respective departments or the chief of police of an incorporated city or any sheriff of any of the various counties."

Bidders that will provide or contract to provide emergency light and siren installation must only use installers that possess a current Emergency Vehicle Technician Certification, or an approved equivalent. FSA may request certificates for a vendor's installers at any time during the contract term. Labor may be charged for the installation of emergency lights and sirens. Labor rates must be disclosed as part of the bid submission. Bidders may not charge for labor for vehicles that are manufactured with emergency lights and sirens, including motorcycles. Prices submitted for emergency lights and sirens shall include all applicable government-imposed fees.

Bidders that install emergency lights and sirens are required to provide and install products that are Society of Automotive Engineers (SAE) certified. SAE Certifications must include Class 1, Class 2 and Class 3 in order to be eligible for participation in the contract. If a lighting or siren product installed on an emergency vehicle is not SAE Certified, the vendor can be found in default of the contract.

Bid Submission of Emergency Lights and Sirens

If offering emergency lights and sirens, bidders will be asked to provide pricing by submitting a pricing sheet. An emergency vehicle lights and siren option pricing template is offered in the bid system. Bidders are encouraged, but not required to use the template. If item or specification group is helpful to display light and siren options, bidders may categorize the pricing sheet by item group.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

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

- Order code
- Description to include manufacturer
- Price (part only)
- Estimated labor hours
- Labor cost per hour

2.15 SUBMITTAL OF BID

Bidders must submit a bid electronically using the bid system. Bid submissions include pricing for the base specification, option descriptions and pricing, and any applicable lighting/siren pricing, as well as required documentation. The bid must be received by the date and time specified on the Bid Calendar seen in Appendix B. Failure to meet all submission requirements by the date indicated on the Bid Calendar will result in rejection of the bid.

Bid System: VendorLink

The bid system is located at <https://www.myvendorlink.com>. Bidders are encouraged to participate in training provided. Usernames and passwords will be issued to bidders after registering in the bid system. Contact VendorLink at support@evendorlink.com if technical issues arise during bid submission.

Prices are to be rounded to the nearest whole dollar. If a bidder submits bid pricing using cents, the following formula will be applied: \$.01-.49 will be rounded down to the dollar bid (e.g., \$50.49 = \$50) and \$.50-.99 will be rounded to the next dollar (e.g., \$50.50 = \$51).

Bid Submission

To ensure correct bid submittal and formatting, bidders shall:

- Input a bid price for each item by zone.
- Upload files as instructed in the bid system; files requested will be in Excel or .pdf.
- Follow all instructions outlined in this ITB and provide all requested information.

The bid shall include the following documents:

- Executed Qualifications Packet.
- Build sheet for each item bid as a single .pdf
- Pricing Sheet for Emergency Vehicle Lights and Sirens, if applicable.
- Any requested exceptions or equivalents.

Option Upload

An option sheet should be submitted for each item bid. The bid system will accept option information for each item through a .pdf file upload. Each option sheet should include a header to identify the FSA contract title and number, the bidder name, item number, make and model. Information required for the bid submission must comply with the terms and conditions. Each option sheet should include:

- Manufacturer order code
- Description
- Price

Bidders may also choose to add MSRP and the discount offered to their option pricing sheet. If option pricing is not uploaded correctly, FSA may require bidders to correct the issue, but bidders may not modify the price.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

FSA may ask awarded bidders to supply one hard copy set with digital signatures and original compliance forms, prior to the contract execution. Hard copy bids should not be submitted unless specifically requested by FSA. FSA is not responsible for bidder's improper use of the bid system. Exceptions will be granted to this section should any bid system malfunctions occur.

2.16 ZONE BIDDING

Bidders may bid in one or more geographic zones. The zone map is included in Appendix A. Bidders must submit pricing for each zone they wish to be evaluated.

2.17 EXECUTION OF BID

By submitting a response to this Invitation to Bid, the bidder agrees to the terms and conditions of this contract and to be bound by such terms and conditions if selected for award. The bidder must submit the Contract Signature Form with the signature of an authorized representative no later than the bid submittal due date. All terms and conditions are applicable throughout the term of the contract and not specific to any given year, make or model.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

2.18 MODIFICATION OR WITHDRAWALS OF BIDS

A bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the due date and time of the bid submission listed in the Bid Calendar. Modifications received after the bid due date and time will not be considered.

Bids can be withdrawn in writing prior to the contract award. If a bidder must withdraw the bid, the bidder must contact FSA immediately. Bid withdrawals are handled on a case-by-case basis, and can result in a limitation of participation in future bids.

2.19 LATE BIDS

The responsibility for submitting a bid before the due date and time on the bid calendar is solely and strictly the responsibility of the bidder. The FSA is not responsible for delays caused by technical problems, any internet outages or delays incurred by electronic delivery, or any other occurrence. Any reference to time will be based on Eastern Time.

2.20 BID OPENING

Bids shall be opened on the date and time specified on the Bid Calendar. The bid opening may occur at the Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, Florida, or may be offered online.

FSA will provide a bid inspection period for bidders following the bid opening. The date, time and duration will be announced prior to the bid opening.

2.21 DETERMINATION OF RESPONSIVENESS

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, the bid must conform in all material respects to the requirements stated in the contract. As set forth in Section 2.26, FSA reserves the right to waive or allow a vendor to correct minor irregularities.

2.22 RESPONSIBLE BIDDER CRITERIA

Bids will be evaluated to determine if qualifications and contract requirements are met. Responses that do not meet all requirements of this Invitation to Bid or fail to provide all required information, documents or materials may be rejected as nonresponsive.

Bidders whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the contract may be rejected as non-responsible. In determining a responsible bidder, the following factors may be considered:

- Adequacy of facilities, staffing, and financial resources;
- Previous experience with FSA contract or other similar government contracts;
- Ability to provide excellent customer service, including previous FSA contracts; and
- Any other information relevant to the responsibility of a vendor that FSA is aware of.

In addition to the requirements of set forth by these Terms & Conditions, FSA reserves the right to request staffing, performance and financial information from any bidder during the evaluation process.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

FSA reserves the right to determine which responses meet the requirements, specifications, terms and conditions of the solicitation, and which bidders are responsive and responsible.

FSA further reserves the right to limit participation of bidders who, in FSA's sole discretion, are determined to present responsibility concerns that call into question the bidder's ability to perform but that do not rise to the level of requiring rejection of the bidder as non-responsive.

2.23 BASIS FOR AWARD

The FSA shall make awards to the lowest bidder by item, by manufacturer, and by zone to bidders deemed to be responsive and responsible. Awards may also be made to the second and third lowest bidders by item, by manufacturer and by zone, and determined to be in the best interest of the FSA and the purchaser. FSA has the discretion to consider option pricing in making the award. Awards will not be given to any parties listed on the government wide exclusion in the System for Award Management. See Appendix D, II to 2 CFR Part 200.

FSA reserves the right to accept or reject any and all bids, and to waive any minor irregularity, technicality or omission if it determines that doing so will serve the purchaser's best interest.

2.24 FIRM BID

Bidder warrants by virtue of bidding it is submitting a firm bid and the prices quoted in their bid response will be good for an evaluation period of sixty (60) calendar days from the date of bid opening, and if awarded, through the duration of the contract unless otherwise addressed by a contract extension or price adjustment as provided in this contract.

By virtue of the bid submission, bidder acknowledges its obligation to sell items in all zones for which it is awarded. Failure of the bidder to comply with these requirements may result in the imposition of liquidated damages of up to \$1,000 per item, which amount the vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA's discretion.

2.25 BID TABULATIONS

The Bid Tabulation report will be posted on the FSA Cooperative Purchasing Program website after the bid submission closes.

If there is a delay in posting the bid tabulation results, FSA will post a notice of the delay and a revised date for posting of results.

2.26 MINOR IRREGULARITIES/RIGHT TO REJECT

The FSA has the right to accept or reject any and all bids, or separate portions thereof, and to waive any minor irregularity, technicality or omission if the FSA determines that doing so will serve its best interest or the best interest of the purchasers. A minor irregularity is a variation from the terms and conditions of this procurement that does not affect the price of the bid or give the bidder a substantial advantage over other bidders and thereby restrict or stifle competition and does not adversely impact the interests of the FSA or the purchasers. At its option, the FSA may allow a bidder to correct minor irregularities but is under no obligation to do so. In doing so, the FSA may request a bidder to provide clarifying information or additional materials to correct the irregularity.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

However, the FSA will not request and a bidder may not provide the FSA with additional materials that affect the price of the bid, or give the bidder an advantage or benefit not enjoyed by other bidders.

The FSA may also reject any bids not submitted in the manner specified in this document.

2.27 CONE OF SILENCE

This Invitation to Bid is subject to the Cone of Silence that begins the date the bid submission opens through the intent to award date as indicated in the Bid Calendar. During this period, all communications regarding this solicitation between FSA and Bidder will cease, except for procedural questions, questions regarding problems incurred in the use of the bid system, or communications initiated by the FSA. All permitted communications during this period shall be made in writing to the t contacts identified in Section 1.01 of this ITB.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

3.0 CONTRACT CONDITIONS

3.01 GENERAL REQUIREMENTS

Once the bid has been awarded, the terms and conditions of this document become the contract between the FSA and the awarded vendor. The terms and conditions apply to all items purchased from this contract.

3.02 STATEMENT OF AUTHORITY

Each person signing the contract warrants that they are duly authorized to do so and binds the respective party to the contract.

3.03 VENDOR CONTACT INFORMATION

The vendor shall maintain current contact information with FSA at all times for sales and submission of purchase orders, quarterly reports and administrative fee payments. If a change occurs during the contract, the vendor must notify FSA immediately.

3.04 ADDITIONS OR DELETIONS

FSA reserves the right to add or delete any items from this bid or resulting contract when deemed to be in the best interest of FSA and purchasers, at its discretion. This decision to take action may be based upon and not limited to few or no sales, product recalls and other safety issues, vendor or manufacturer performance, or the product's lack of relevance.

3.05 CONTRACT EXTENSION

Contract Extension

The contract may be extended by mutual agreement for up to two (2) additional years, on a year-to-year basis. FSA reserves the right to execute a contract extension or to allow the contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of FSA.

The vendor may request price adjustments for contract extensions as provided for herein. If no request is received from the vendor, the FSA will assume that the vendor has agreed that the optional term may be exercised without a price adjustment. Any adjustment request received after the execution of an extension may not be considered unless otherwise provided for in this contract.

Month-to-Month Continuation

In the event a new contract is not active at the time of this contract's expiration, this contract's terms and conditions shall extend on a month-to-month basis and shall not constitute an implied extension of the contract. Such a month-to-month continuation shall be upon the compensation and payment provided herein.

3.06 PRICE ADJUSTMENT

This contract provides the following options for price adjustments:

- Annual Price Adjustments
- Changes to Manufacturer Production or Design

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

- Manufacturer Certified Adjustments
- Equitable Adjustments

Price adjustment requests must clearly substantiate a need to increase or decrease the price. Price adjustments will not be considered if vendors are delinquent on administrative fee payments or have outstanding quarterly reports.

Annual Price Adjustment

The FSA may consider annual price adjustments due to:

- Changes in the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS); or
- As a result of changes to national or state standards that require substantial price adjustments.

FSA may consider other documentation related to the change to national or state standards, but is not obligated to grant price changes without literature from the manufacturer. The FSA will consider the request and will make a final determination on the change in price.

Changes to Manufacturer Production or Design

Significant changes by the manufacturer to the production of and specification design may initiate a price adjustment request. FSA will consider order dates, production factors, model year, or other conditions, as well as the replacement or complete redesign of items. Vendors must provide documentation from the manufacturer.

Manufacturer Certified Adjustments

Vendors must provide documentation from the manufacturer to FSA that shows a legitimate need for price adjustments.

Equitable Adjustments

The FSA may make an equitable adjustment to the contract terms or pricing at its discretion.

3.07 CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this contract shall be the most current model offered.

3.08 PRODUCTION CUTOFF

Vendors shall notify the FSA in writing no less than sixty (60) calendar days prior to the close of final order date by the manufacturer when the final order date is during the term of the contract. Purchase orders received by the vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with the manufacturer. Purchase orders issued and received after the production cutoff date will be subject to availability. In this case, the vendor and manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the contract term. If the manufacturer cutoff date is during the term of the contract and will affect the purchaser's ability to obtain the items, FSA may consider substitutions from the same manufacturer.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

3.09 FACILITIES

The FSA reserves the right to inspect the vendor's facilities at any time with prior notice.

3.10 PURSUIT RATED VEHICLES & MOTORCYCLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation. These evaluations are not designed to recommend a particular product, but to serve as a resource for vehicles which are currently being offered for law enforcement service. To see the full detailed report, click or copy the links below. At the time of the bid there were two nationally recognized authorities:

[State of Michigan, Vehicle Test Team of the Michigan State Police \(MSP\) Precision Driving Unit](#)

[Los Angeles County Sheriff's Department Law Enforcement Vehicle Test and Evaluation Program Vehicles:](#)

3.11 SPECIAL SERVICE VEHICLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on pursuit vehicle testing program/evaluation. These vehicles are labeled as Special Service Vehicle (SSV) and often used in public safety applications and other areas of government. Refer to manufacturers published information for detailed information regarding these vehicles.

3.12 CAB AND CHASSIS PURCHASES

Vendors performing upfitting of cab and chassis should be licensed and certified to perform such work. Vendors are responsible for tag and title work if the chassis is completed by the vendor or the vendor's contracted third-party supplier. The requirements of Florida Statute 319.21 related to the manufacturer statement of origin apply to cab and chassis purchases.

Cab and chassis may be purchased from the vendor without any required additional upfitting by the vendor. Vendors are not responsible for tag and title if an incomplete chassis is requested and sold to the purchaser.

3.13 FACTORY-INSTALLED OPTIONS

All options specified as factory-installed are to be installed on the item at the primary site of assembly and is to be the manufacturer's standard assembly-line product. Aftermarket and vendor-installed equipment will not be accepted as factory-installed. Vendors found supplying aftermarket or vendor-installed equipment where factory-installed are specified shall be required to retrieve all delivered items and supply new items meeting the specifications.

All factory-ordered options are to be original equipment manufacturer (OEM) and installed at the primary site of assembly unless otherwise noted by the vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

3.14 VENDOR-INSTALLED OPTIONS

All vendor-installed accessories, equipment, or options shall be installed according to the manufacturer's specifications. All vendor-installed options must be manufactured by an established manufacturer of the product provided. Vendors are required to disclose make and model of product being offered, design, and model must be approved by the purchaser prior to installation. Prior to any purchase, the vendor must also disclose the warranty of any accessory, equipment or option that is less than or exceeds the factory or equipment warranty coverage. Any vendor that violates this provision will be considered in default of the contract. FSA may terminate the contract in accordance with these terms & conditions.

3.15 NON-SCHEDULED OPTIONS

A non-scheduled option is an option not listed on the FSA published award. Vendors may provide non-scheduled options at less than MSRP or the Published List Price. Non-scheduled options should be identified and listed as a separate line item with the price and discount on the purchase order. Non-scheduled options are covered under these terms and conditions.

3.16 FORCE MAJEURE

A vendor shall not be penalized for a delay resulting from the vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the vendor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the vendor.

3.17 ORDER

To initiate a purchase, a purchase order must be issued to the vendor, which includes:

- FSA contract title and number;
- FSA item number, and the make and model or item description; and
- Purchaser name, phone number and email address.

The vendor's acceptance of a purchaser's order will indicate that the vendor agrees to deliver an awarded item that will be fully compatible with all of its options. Production schedules and delivery dates should be discussed at the time the quote is provided to the purchaser, or if no quote is provided, when the purchase order is delivered to the vendor. Vendor shall place the order with the manufacturer within 10 business days of receipt of the purchase order. The vendor shall assure that all orders are placed in full compliance with the specifications and the terms and conditions of the contract and the purchase order. Any changes that are required to bring an item into compliance with the various options due to an incorrect order will be accomplished at the vendor's expense.

A Confirmation of Order form shall be completed by the vendor and provided to the purchaser and FSA fifteen (15) calendar days from receipt of purchase order without request by the purchaser. Any additional information needed to complete this form should be obtained by the vendor from the purchaser.

While it is recommended that an agency purchase from the zone which is closest to their location, it is not mandatory to do so. If the purchaser determines that a vendor in another zone can better serve the purchaser's needs, the purchaser may order from a vendor in another zone. Vendors that provide awarded items outside of an awarded zone may upon mutual agreement between the vendor and the purchaser charge a delivery fee.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

If a vendor receives a purchase order for an item for which they were not awarded, the vendor must notify the purchaser and return the purchase order to the purchaser within three (3) business days.

3.18 REGISTRATION, TAG, AND TITLE

Title items shall be the responsibility of the vendor. If the purchaser is a government agency, the purchaser has the right to choose to register and title the item. Costs of registration, tag and title shall not exceed the statutory rates. FSA administrative fee does not apply to the cost of registration, tag and title.

3.19 DELIVERY

Vendors are to inspect the item to confirm the item meets or exceeds the FSA base specification, manufacturer specification, and purchase order. Deliveries not complying with these requirements may be rejected and will have to be redelivered at vendor's expense.

Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays. Delivery schedules shall be agreed to by the purchaser and the vendor. Vendor shall notify the purchaser no less than twenty-four (24) hours prior to delivery of the time and location, which shall reflect the mutually agreed upon delivery details. The vendor shall be responsible for delivering items that are properly serviced, clean and in first class operating condition. Items shall be delivered with each of the following documents completed or included:

1. Copy of the purchase order.
2. Copy of the FSA base specification.
3. Copy of manufacturer's Invoice, price sheet, build sheet or other documentation that verifies what components are included on the item being delivered
4. Copy of the pre-delivery service report
5. Registration warranty certification
6. Owner's manual
7. Registration, tag and title or an application for the registration, as applicable

All items with fuel tanks of thirty-five (35) gallons or less must contain no less than one quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. For items that have more than thirty-five (35) gallons, a minimum of one eighth (1/8) of a tank of fuel must be provided. The purchaser has the option to reject a vehicle with more than 350 odometer miles, or may deduct \$0.51 cents per mile in excess of 350 miles from the invoice, unless distance above 350 miles was previously approved by the purchaser. Deliveries of less than 350 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with manufacturer's break-in requirements and all applicable traffic laws. Any delivery accomplished by driving a pursuit-rated vehicle must use an "OUT OF SERVICE" cover on light bars. Deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the purchaser, however, this requirement shall not apply to incomplete chassis.

Items with hour meters must be delivered with fewer than five (5) hours on the hour meter or may be rejected by the purchaser. The purchaser may choose to negotiate a lower purchase price when the item exceeds five (5) hours.

When items require service or adjustments upon delivery, the vendor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized representative or other service provider to remedy the defect. Such service or adjustments shall be initiated by the vendor within 48 hours after notification

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

by a purchaser, not to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory, and the item is redelivered or repaired. The cost of any transportation required to address the defect shall be the responsibility of the vendor until the items are satisfactory and accepted by the purchaser.

3.20 INSPECTION AND ACCEPTANCE

Final acceptance shall be given only after the purchaser inspects or confirms the item meets contract specifications. Delivery of an item to a purchaser does not constitute acceptance for the purpose of payment. Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the purchase order. Should the delivered items differ in any respect from the item specifications, payment can be withheld until such time as the vendor completes the necessary corrective action.

3.21 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the vendor and purchaser placing orders using this contract. Vendors must invoice each purchaser independently. The vendor shall be paid upon submission of invoices to the purchaser after satisfactory delivery and acceptance of the items. The Local Government Prompt Payment Act will apply to ensure timely payment of vendor invoices. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79 of Florida Statutes.

3.22 WARRANTY

All warranties shall begin at the time of delivery and final acceptance by the purchaser. The purchaser's warranty should not be active for incomplete items and items delivered to a third-party supplier before final delivery.

3.23 PURCHASE ORDERS

The vendor must submit electronic copies of purchase orders within fifteen (15) calendar days of the purchase order issue date. Emails shall be sent to coop@flsheriffs.org. Purchase orders received by the vendor after this deadline must be submitted to FSA as soon as possible with the date received by the vendor and cause for the delay. Purchase orders should contain the following required information:

- Purchaser name,
- Purchase order number,
- Purchase order issue date,
- FSA contract title and number,
- Item number,
- Item make and model, or item description,
- Item price,
- Options by item, and
- Estimated delivery date.

Purchase orders vary in format and information provided. If a purchase order does not include the required information, the vendor must submit supplemental documentation to FSA at the same time the purchase order is due. Such information may be in bid quotes, equipment proposals, confirmation of orders, or other documents. If a purchaser does not use purchase orders, written communication from the purchaser to the vendor will be provided supplied to FSA.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

3.24 QUARTERLY REPORTS

Quarterly reports are the contractual responsibility of each vendor. Quarterly reports must be completed and submitted electronically. All quarterly reports shall be sent to reports@flsheriffs.org. The quarterly report template shall be submitted using an Excel workbook provided by FSA. Quarterly reports which do not adhere to the required format or are not complete of all purchase orders received and/or deliveries made during the quarter will be returned to the reporting vendor for correction.

Quarterly reports are due no later than the 15th day of the month following the end of the quarter. Quarterly reports shall follow the schedule below for the duration of the contract. If a contract extension is executed, the quarterly reports will maintain the same schedule for future reporting periods.

Contract Year: October 1, 2022 – September 30, 2023

Year 1 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 1 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 1 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 1 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

Quarterly reports must be submitted even if there are no sales or no deliveries in a quarter. If a vendor has no sales within a quarter, the vendor shall indicate “No sales this quarter” on the top row of the sales worksheet. If the vendor has no deliveries in a given quarter, the vendor shall indicate “No deliveries this quarter” on the top row of the delivery worksheet.

FSA reserves the right to modify the procedure for submitting quarterly reports during the term of the contract. Such a change shall not materially modify the substance of the information to be reported, but may change the method by which future quarterly reports are to be submitted. In the event of such a change, FSA will provide written notice to all vendors of the method by which future quarterly reports are to be submitted.

3.25 ADMINISTRATIVE FEE

The FSA charges three quarters of one percent (.0075) to procure, process and administer the contract. The administrative fees are the contractual responsibility of each awarded vendor.

After receipt of payment from contract purchases, the vendor shall remit all administrative fees to the FSA no later than 15 calendar days after the end of each quarter. All fees payable to the FSA during any given quarter will be accompanied and supported by a quarterly report.

The administrative fee will remain payable to FSA and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a vendor fails to incorporate the administrative fee in its bid pricing. The administrative fee should never be listed as a separate line item on any purchase order or invoice.

The administrative fee is based on the total purchase order amount of new items. This fee excludes any value given to purchasers for trade-ins. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

The ACH form for electronic payment or wiring of funds is included in Appendix C. It is the preference of FSA that all payments be electronically paid and submitted. If ACH is not available, checks for the administrative fee can be sent to:

Florida Sheriffs Association
 Cooperative Purchasing Program
 2617 Mahan Drive
 Tallahassee, FL 32308

3.26 LIQUIDATED DAMAGES

The vendor warrants that the item supplied to the purchaser shall conform in all respects to the standards set forth and the failure to comply with this condition will be considered as a breach of contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the vendor responsible for same.

Failure to submit the administrative fee with accompanying quarterly reports to FSA within 15 calendar days following the end of each quarter may result in the imposition of liquidated damages. Vendors failing to submit administrative fees and/or quarterly reports will incur liquidated damages in the amount of \$25 for each calendar day that fees and reports are past due, beginning on the 16th day following the end of the quarter.

If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section, the prevailing party shall be entitled to its reasonable attorneys’ fees and costs incurred in the litigation. The venue shall lie in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida.

When quarterly reports are late, liquidated damages are to be included in vendor’s Quarterly Report and administrative fee submission. Liquidated damages that remain unpaid beyond 45 calendar days can result in FSA, at its sole discretion, implementing contract compliance actions, including but not limited to, suspension, limited participation by specifications or zones, disqualification from future solicitations, or termination for cause pursuant to the Terms & Conditions.

Schedule of Liquidated Damages

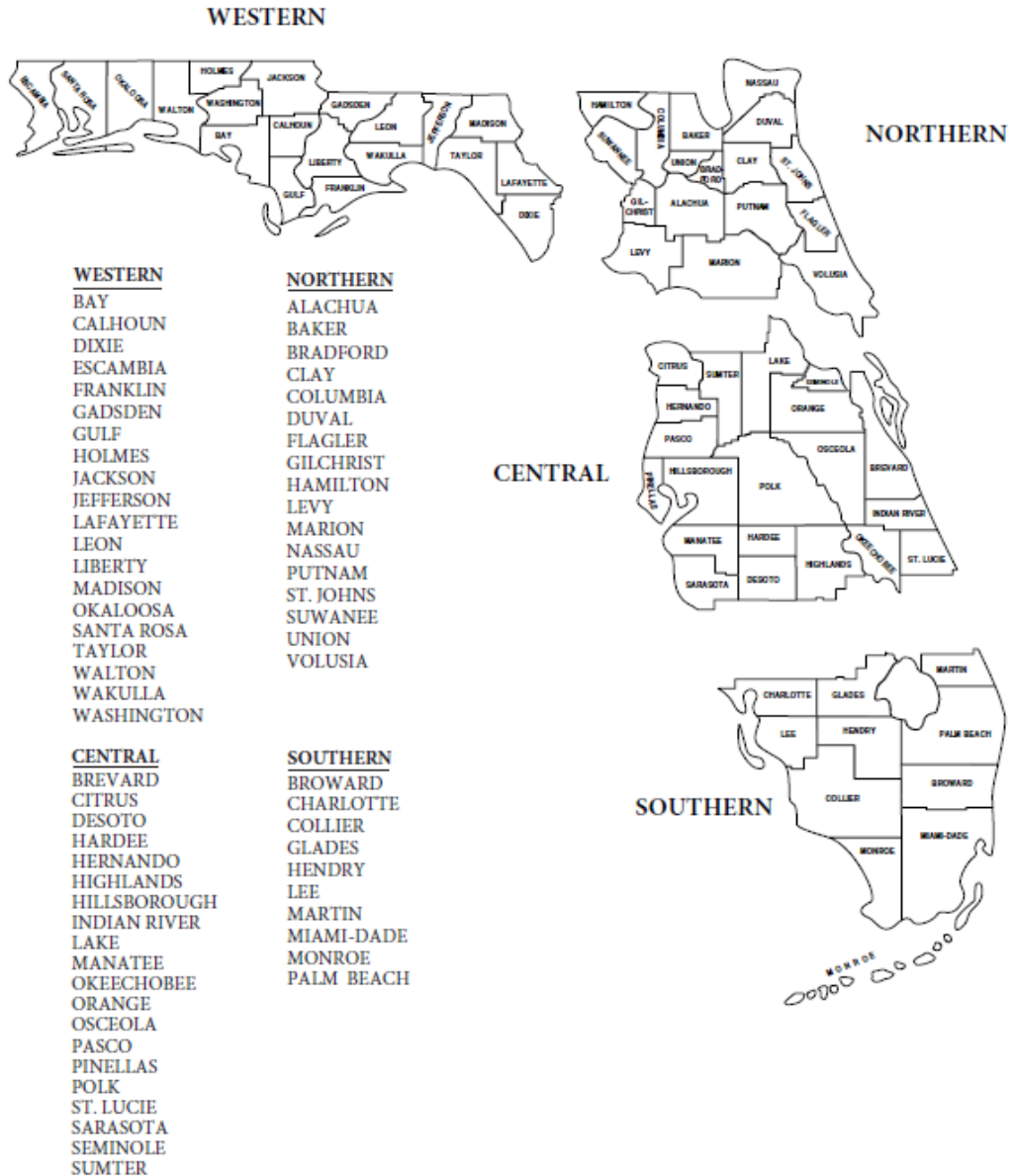
Failure to submit quarterly report on time	\$25 per calendar day
Failure to submit administrative fee on time	\$25 per calendar day
Failure to report a Purchase Order to FSA within 15 calendar days of the purchase order issue date	\$100 per Purchase Order
Failure to Report Sales	.0075 of the sales price plus 1.5% each month following the delivery date.

Vendor agrees and acknowledges that its failure to take any of the actions specified in the above schedule will result in liquidated damages to this contract. Vendor agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty and that these amounts are reasonably calculated to compensate the FSA for the damages that it will incur as a result of the vendor’s failure to take the specified actions.

**FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions**

Appendix A: Zone Map

FSA CONTRACT ZONE MAP



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Cooperative Purchasing Program
Contract Terms and Conditions

Appendix B Bid Calendars

FSA22-VEL30.0 Pursuit, Administrative and Other Vehicles
FSA22-VEH20.0 Heavy Trucks

BID CALENDAR ITEM	DATE
Bid Announcements	5/17/22 & 5/31/22
Voluntary Workshop for Interested Bidders on Pursuit Rated & Admin	5/4/2022
Voluntary Workshop for Interested Bidders on Heavy Trucks & Buses	5/5/2022
Mandatory Pre-Bid Meeting FSA22-VEL30.0	7/12/2022
Mandatory Pre-Bid Meeting FSA22-VEH20.0	7/13/2022
FSA Bid System Training For Bidders	7/19/2022
Request for Clarifications Due to FSA	7/25/2022
FSA Response to Request for Clarifications	8/1/2022
Cone of Silence	8/4/22-9/16/22
Bid System Open	8/4/2022
Bid Submissions Due	8/25/2022
Public Bid Opening	8/26/2022
Bid Tabulations Posted	8/26/2022
Bid Evaluation	9/13-16/22
Intent To Award Posted	9/16/2022
Effective Date Of New Contract	10/1/2022

* FSA will complete the mandatory pre-bid meeting via ZOOM

For the most up to date information, please refer to <https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program/bid-announcements>

* Details for the Workshop, Mandatory Pre-Bid Meeting, and Public Bid Openings will be posted on FSA's website, emailed to interested bidders, or can be found in Florida Administrative Register (as appropriate) for the dates published.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Appendix C: ACH Payments



Protecting, Leading & Uniting...since 1893

FLORIDA SHERIFFS ASSOCIATION

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

p: (850) 877-2165

f: (850) 878-8665

www.flsheriffs.org



TO: All Customers of the Florida Sheriffs Association

SUBJECT: Florida Sheriffs Association is going paperless!

Our association is pleased to announce the implementation of accepting electronic payments from customers. If your agency or company is able to pay via ACH, please consider adding the Florida Sheriffs Association to your list of vendors paid via electronic payment.

Florida Sheriffs Association's Banking Information is as follows:

Checking Account

Capital City Bank

Routing Number: 063100688

Account Number: 0010867001

Please email any payment remittance information to accounting@flsheriffs.org.

If you choose to make ACH payments to the association, there is no additional charge. However, the information above can be used to pay with a wire transfer. If you choose to pay via wire, there is a charge of \$25 per wire that you will need to add to your payment.

If you have any questions at all, please contact Trish Eldridge at teldridge@flsheriffs.org or call (850) 559-5668.

Sincerely,

Trish Eldridge

Director of Accounting and Finance
Florida Sheriffs Association

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Appendix D: Federal Clauses

. APPLICABILITY OF THIRD PARTY CONTRACT PROVISIONS

(excluding micro-purchases, except Davis-Bacon requirements apply to contracts exceeding \$2,000)

TYPE OF PROCUREMENT					
PROVISION	Professional Services/A&E	Operations/ Management	Rolling Stock Purchase	Construction	Materials & Supplies
No Federal Government Obligations to Third Parties (by Use of a Disclaimer)	All	All	All	All	All
False Statements or Claims Civil and Criminal Fraud	All	All	All	All	All
Access to Third Party Contract Records	All	All	All	All	All
Changes to Federal Requirements	All	All	All	All	All
Termination	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.
Civil Rights (Title VI, ADA, EEO except Special DOL EEO clause for construction projects)	All	All	All>\$10,000	All	All
Special DOL EEO clause for construction projects				>\$10,000	
Disadvantaged Business Enterprises (DBEs)	All	All	All	All	All
Incorporation of FTA Terms	All	All	All	All	All
Debarment and Suspension	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000
Buy America			>\$100,000 As of Feb. 2011, FTA has not adopted the FAR 2.101 \$150,000 standard.	>\$100,000 As of Feb. 2011, FTA has not adopted the FAR 2.101 \$150,000 standard.	>\$100,000 As of Feb. 2011, FTA has not adopted the FAR 2.101 \$150,000 standard.
Resolution of Disputes, Breaches, or Other Litigation	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Lobbying	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Clean Air	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Clean Water	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Cargo Preference			Transport by ocean vessel.	Transport by ocean vessel.	Transport by ocean vessel.
Fly America	Foreign air transp. /travel.	Foreign air transp. /travel.	Foreign air transp. /travel.	Foreign air transp. /travel.	Foreign air transp. /travel.

PROVISIONS, CERTIFICATIONS, REPORTS, FORMS, AND OTHER—MATRICES

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

B. APPLICABILITY OF THIRD PARTY CONTRACT PROVISIONS (Continued)
(excluding micro-purchases, except Davis-Bacon requirements apply to construction contracts exceeding \$2,000)

TYPE OF PROCUREMENT					
PROVISION	Professional Services/A&E	Operations/ Management	Rolling Stock Purchase	Construction	Materials & Supplies
Davis-Bacon Act				>\$2,000 (also ferries).	
Contract Work Hours and Safety Standards Act		>\$100,000 (transportation services excepted).	>\$100,000	>\$100,000 (also ferries).	
Copeland Anti-Kickback Act Section 1 Section 2				All > \$2,000 (also ferries).	
Bonding				\$100,000	
Seismic Safety	A&E for new buildings & additions.			New buildings & additions.	
Transit Employee Protective Arrangements		Transit operations.			
Charter Service Operations		All			
School Bus Operations		All			
Drug Use and Testing		Transit operations.			
Alcohol Misuse and Testing		Transit operations.			
Patent Rights	R & D				
Rights in Data and Copyrights	R & D				
Energy Conservation	All	All	All	All	All
Recycled Products		EPA-selected items \$10,000 or more annually.		EPA-selected items \$10,000 or more annually.	EPA-selected items \$10,000 or more annually.
Conformance with ITS National Architecture	ITS projects.	ITS projects.	ITS projects.	ITS projects.	ITS projects.
ADA Access	A&E	All	All	All	All
Notification of Federal Participation for States	Limited to States.	Limited to States.	Limited to States.	Limited to States.	Limited to States.

This content is from the eCFR and is authoritative but unofficial.

Title 2 - Grants and Agreements

Subtitle A - Office of Management and Budget Guidance for Grants and Agreements

Chapter II - Office of Management and Budget Guidance

Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Authority: 31 U.S.C. 503

Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.

Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by

Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- (E) 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 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.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires 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).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 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.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also 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.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

*References to the code of regulations (CFR) or United States Code (USC) were accurate at the time of publication. It is the responsibility of the bidder to ensure compliance is met of the referenced state and federal laws within the published rules.

ACCESS TO RECORDS AND REPORTS

49 U.S.C. § 5325(g)

2 C.F.R. § 200.333

49 .F.R. part 633

1. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. Access to Records. The Contractor agrees to provide sufficient access to FSA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
4. Access to the Sites of Performance. The Contractor agrees to permit FSA and its contractors access to the sites of performance under this contract as reasonably may be required.

BUS TESTING

49 U.S.C. § 5318(e)

49 C.F.R. part 665

The operator of the bus testing facility is required to provide the resulting test report to the entity that submits the bus for testing. The manufacturer or dealer of a new bus model or a bus produced with a major change in component or configuration is required to provide a copy of the corresponding full bus testing report and any applicable partial testing report(s) to the recipient during the point in the procurement process specified by the recipient, but in all cases before final acceptance of the first bus by the recipient. The complete bus testing reporting requirements are provided in 49 C.F.R. § 665.11. Although no specific certification and bus testing language is required, recipients can draw on the following language for inclusion in their federally funded procurements.

Bus Testing

The Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 C.F.R. part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, the contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the recipient.

BUY AMERICA REQUIREMENTS

49 U.S.C. 5323(j)

49 C.F.R. part 661

The Buy America regulation at 49 C.F.R. § 661.13 requires notification of the Buy America

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

requirements in a recipients' bid or request for proposal for state or federally funded contracts. Recipients can draw on the following language for inclusion in their federally funded procurements. Note that recipients are responsible for including the correct Buy America certification based on what they are acquiring. Recipients should not include both the rolling stock and steel, iron, or manufactured products certificates in the documents unless acquiring both in the same procurement.

Buy America

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11. The [bidder or offeror] must submit to [Recipient] the appropriate Buy America certification below with its [bid or offer]. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

In accordance with 49 C.F.R. § 661.6, for the procurement of steel, iron or manufactured products, use the certifications below.

CARGO PREFERENCE REQUIREMENTS

46 U.S.C. § 55305

46 C.F.R. part 381

The Cargo Preference Act of 1954 requirements applies to all contracts involving equipment, materials, or commodities that may be transported by ocean vessels.

The Maritime Administration (MARAD) regulations at 46 C.F.R. § 381.7 contain suggested contract clauses.

Cargo Preference - Use of United States-Flag Vessels

The contractor agrees:

1. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
2. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FSA recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
3. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

42 U.S.C. §§ 7401 – 7671q

33 U.S.C. §§ 1251-1387

2 C.F.R. part 200, Appendix II (G)

The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 3) It will report violations of use of prohibited facilities to FSA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

CIVIL RIGHTS LAWS AND REGULATIONS

Civil Rights and Equal Opportunity

The AGENCY is an Equal Opportunity Employer. As such, the AGENCY agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FSA may issue. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal
2. Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FSA may issue.
3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FSA may issue.
4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FSA may issue.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 C.F.R. part 26

It is the policy of the AGENCY and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in government assisted contracts.

It is also the policy of the AGENCY to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the 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 AGENCY deems appropriate.

For the purpose of this Contract, the AGENCY will accept DBE's who are:

1. Certified, at the time of bid opening or proposal evaluation, by the [certifying agency or the Unified Certification Program (UCP)]; or
2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status; or
3. Certified by another agency approved by the AGENCY.

The DBE Certification Program is a Federal Program designed for business owners deemed "socially and economically disadvantaged." A Disadvantaged Business Enterprise (DBE) is a for-profit, independent small business concern that is:

1. At least 51% owned by one or more individuals who are both socially and economically disadvantaged; and
2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

To achieve DBE status a business must meet the following criteria:

1. Must be an existing "for-profit" business that is currently operational;
2. Must meet the federal definition of a small business concern;
3. Must be an independent business which does not depend on its relationships with another firm or firms. If it is a subsidiary of a corporation, the business must still operate in a self-sufficient manner;
4. The qualifying owner(s) must meet the federal definition of "socially and economically disadvantaged" individuals;
5. The qualifying owner(s) must own a minimum of 51% of the company; and have an investment in their company;
6. The qualifying owner(s) cannot have a net worth that exceeds \$1.32 million (excluding the owner's business and primary residence);
7. The qualifying owner(s) must have day-to-day control of operations and possess an expertise in their work specialty.

The Unified Certification Program (UCP) provides "one-stop shopping" where disadvantaged businesses that meet the DBE certification requirements and become certified are eligible to be used to meet the DBE goal requirements on any project with funding from the U.S. Department of Transportation. The UCP eliminates the need for multiple DBE certifications with recipients of funding from the U.S. Department of Transportation (USDOT). In Florida, DBE UCP Certifying Members shall make certification decisions on behalf of all recipients in the state, with respect to participation in the U.S. Department of Transportation DBE Program.

1. The UCP shall provide "one-stop shopping" to applicants for certification, such that an applicant is required to apply only once for a DBE certification and all recipients in the state will honor that certification.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

2. All obligations of recipients with respect to certification and nondiscrimination must be carried out by UCPs, and recipients may use only UCPs that comply with the certification and nondiscrimination requirements of 49 CFR Part 26.
3. A UCP is not required to process an application for certification from a firm having its principal place of business outside the state of Florida if the firm is not certified by the UCP in their "home state", where it maintains its principal place of business.
4. A UCP DBE Directory containing all firms certified by the Florida DBE UCP Program is available to the public electronically, on the internet. The DBE Directory is updated as additions/changes are made. The web address for the DBE Directory is <https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/>

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

EMPLOYEE PROTECTIONS

49 U.S.C. § 5333(a)
40 U.S.C. §§ 3141 – 3148
29 C.F.R. part 5
18 U.S.C. § 874
29 C.F.R. part 3
40 U.S.C. §§3701-3708
29 C.F.R. part 1926

The recipient 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. In addition, recipients can draw on the following language for inclusion in their federally funded procurements.

The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall 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, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is 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 Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the agency, and the Contractor will permit such representatives to interview employees during working hours on the job. The contractor shall require the inclusion of the language of this clause within subcontracts of all Tiers.

ENERGY CONSERVATION

42 U.S.C. 6321 et seq.
49 C.F.R. part 622, subpart C

The contractor agrees to comply with 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.

FLY AMERICA

49 U.S.C. § 40118
41 C.F.R. part 301-10
48 C.F.R. part 47.4

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Fly America Requirements

Definitions. As used in this clause--

“International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. “United States” means the 50 States, the District of Columbia, and outlying areas. “U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows: Statement of Unavailability of U.S.-Flag Air Carriers International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.

The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

2 C.F.R. part 180

2 C.F.R part 1200

2 C.F.R. § 200.213

2 C.F.R. part 200 Appendix II (I)

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

1. Debarred from participation in any federally assisted Award;
2. Suspended from participation in any federally assisted Award;
3. Proposed for debarment from participation in any federally assisted Award;
4. Declared ineligible to participate in any federally assisted Award;
5. Voluntarily excluded from participation in any federally assisted Award; or
6. Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The debarment and suspension certification within the FSA CPP procurement package is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

LOBBYING RESTRICTIONS

31 U.S.C. § 1352

2 C.F.R. § 200.450

2 C.F.R. part 200 appendix II (J)

49 C.F.R. part 20

The contractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the 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. The contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The lobbying restrictions certification within the FSA CPP procurement package 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 1352, title 31, U.S. Code.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

49 U.S.C. 5323(m)

49 C.F.R. part 663

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

49 U.S.C. § 5323(l) (1)

31 U.S.C. §§ 3801-3812

18 U.S.C. § 1001

49 C.F.R. part 31

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

TERMINATION

2 C.F.R. § 200.339

2 C.F.R. part 200, Appendix II (B)

The AGENCY may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the AGENCY's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to AGENCY to be paid the Contractor. If the Contractor has any property in its possession belonging to AGENCY, the Contractor will account for the same, and dispose of it in the manner AGENCY directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the AGENCY may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the AGENCY that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the AGENCY, after setting up a new delivery of performance schedule, may allow the

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The AGENCY, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate Conditions.

If Contractor fails to remedy to AGENCY's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from AGENCY setting forth the nature of said breach or default, AGENCY shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude AGENCY from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that AGENCY elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by AGENCY shall not limit AGENCY's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of AGENCY goods, the Contractor shall, upon direction of the AGENCY, protect and preserve the goods until surrendered to the AGENCY or its agent. The Contractor and AGENCY shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the AGENCY.

VIOLATION AND BREACH OF CONTRACT

2 C.F.R. § 200.326

2 C.F.R. part 200, Appendix II (A)

Applicability to Contracts

All contracts in excess of the Simplified Acquisition Threshold (currently set at \$150,000) shall contain administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate. The Violations and Breach of Contracts clause flow down to all third party contractors and their contracts at every tier. Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the AGENCY, the Contractor expressly agrees that no default, act or omission of the AGENCY shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the AGENCY directs Contractor to do so) or to suspend or abandon performance.

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the AGENCY will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the AGENCY takes action contemplated herein, the AGENCY will provide the Contractor with sixty (60) days written notice that the AGENCY considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action. Should

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the AGENCY and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the AGENCY is located.

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the AGENCY or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Cheryl Joyner, Parks & Recreation

2. MEETING DATE:

January 26, 2023

3. REQUESTED MOTION/ACTION:

Staff recommends approval to enter into an agreement with Southeastern Turf Grass Supply, Inc. for turf chemical services for \$105,387.54

4. AGENDA:

CONSENT AGENDA

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** Yes

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Quality of Life

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

The Parks and Recreation Department received a bid from one company, Southeastern Turf Grass Supply, Inc., for contract pricing on turf chemical services in the amount of \$105,387.54.

This total amount includes:

Soil aeration and compaction - \$53,250.00

Rye grass seed application - \$2,640.00

Oxidiazon chemical - \$26,158.84

Oxidiazon application - \$9,993.00

Fipronil chemical & application - \$13,345.70

[Res 23-101.Southeastern Turf Grass.Purchase Turf Chemicals.pdf](#)

[Bid Form.pdf](#)

[PCB23-25 Bid Tabulation.pdf](#)

[Southeastern Turf Bid Agreement.pdf](#)

RESOLUTION NO. 23-101

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH SOUTHEASTERN TURF GRASS SUPPLY, INC. FOR THE PURCHASE AND APPLICATION OF TURF TREATMENT CHEMICALS FOR THE PARKS AND RECREATION DEPARTMENT, IN THE TOTAL AMOUNT OF \$105,387.54.

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement between the City and Southeastern Turf Grass Supply, Inc., relating to the purchase and application of turf treatment chemicals for the Parks and Recreation Department in the total amount of One Hundred Five Thousand, Three Hundred Eighty-Seven Dollars and Fifty-Four Cents (\$105,387.54), in substantially the form **attached** as Exhibit A and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ____ day January, 2023.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

BID PROPOSAL FORM

TO: City of Panama City Beach, Florida
 SUBMITTED: January 6th, 2022.

PCB23-25 ITB Parks and Recreation Chemical Application

The Undersigned, as Bidder, hereby declares that they have examined the proposal specifications and informed themselves fully regarding all conditions pertaining to the product requirements.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the City of Panama City Beach to receive firm, fixed pricing schedule for the periodic purchase and application of select turf treatment chemicals to be used for City parks and sports fields in complete accord with **PCB23-25 ITB Parks and Recreation Chemical Application** bid specifications.

ADDENDUM: It is the sole responsibility of the bidder to determine if any addenda has been issued.

Basis of Award: The contract(s) will be awarded to one or more contractor(s) with the lowest responsive and responsible Bid. All invoices will require itemized billing per service.

Line items should be priced per acreage:

Service	Description	Cost Per Acreage	# of Events Per Year	Total Costs
Soil Aeration and Compaction	Application to the festival site, and all soccer and baseball fields (Approx. 39 acres)	\$ <u>17,750.00</u>	3	\$ <u>53,250.00</u>
PRG Seed (4000 pounds)	Application of PRG Seed (Seeds supplied by City) (Approx. 8.5 acres)	\$ <u>2,640.00</u>	1	\$ <u>2,640.00</u>
Oxadiazon 2G Pre-Emergent Treatment	Chemical Product (approx. 83 acres)	\$ <u>13,079.42</u>	2	\$ <u>26,158.84</u>
	Application of all fields (approx. 83 acres)	\$ <u>4,996.50</u>	2	\$ <u>9,993.00</u>
Fipronil 0.1G Insecticide Treatment	Chemical Product (approx. 83 acres)	\$ <u>13,345.70</u>	1	\$ _____
	Application of all fields (approx. 83 acres)	\$* <u>Sold as a system</u>	1	\$ <u>13,345.70</u>

*NOTE: QUANTITIES OF PRODUCTS ARE ESTIMATES, ACTUAL QUANTITIES MAY VARY. THE FREQUENCY OF EVENTS IS BASED ON AN AVERAGE FISCAL YEAR FROM OCTOBER -SEPTEMBER. ACREAGE CAN INCREASE OR DECREASE EACH FISCAL YEAR.

PCB23-25 – ITB- PARKS AND RECREATION CHEMICAL APPLICATION

NOTE:

1. BIDS shall exclude Florida sales tax. All other applicable taxes and fees shall be included.
2. All prices are to be quoted FOB DESTINATION - FREIGHT AND DELIVERY INCLUDED.
3. The City reserves the right to reject any and all bids received and may award the contract based upon either lowest bid or combination of bid and delivery time whichever the City deems to be in his best interest.

I HEREBY ACKNOWLEDGE, as Bidder's authorized representative, that I have fully read and understand all terms and conditions as set forth in this Proposal and upon award of such Proposal, shall fully comply with such terms and conditions.

BIDDER:

for: Southeastern Turf Grass Supply, Inc. By: Jonathan Wicker
Name of Business Name of Bidder
6942 Phillips Parkway Dr. N. Jacksonville, FL 32256 (904) 260-8565
Address Phone Number
acarlton10@icloud.com
Email Address

By: [Signature] AS: President
Signature of Authorized Representative of Firm/Contractor

1/4/23
Date

[END OF BID PROPOSAL FORM]



CITY OF PANAMA CITY BEACH
17007 Panama City Beach Parkway, Panama City Beach, Florida 32413
PCB23-25 - ITB - Parks & Recreation Chemical Application
Monday, January 9, 2023
1:00PM

	CONTRACTOR/VENDOR	DATE/TIME BID RECEIVED	PAPER or DEMANDSTAR	BID FORM	DRUG FREE WORKPLACE	PUBLIC ENTITY CRIMES	E-VERIFY	CONFLICT OF INTEREST	NON-COLLUSION	REFERENCES	BID PRICE	RESPONSIVE BID - Minimum Requirements Provided	NOTES
1	Southeastern Turf Grass Supply, Inc.	01/05/23 @ 8:31AM	DemandStar	X	X	X	X	X	X	X	\$ 105,387.54	X	
2													
3													
4													
5													
6													
7													
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10													
11													
12													

PCB23-25 - ITB - Parks & Recreation Chemical Application

Detailed Bid Tabulation

Vendor 1
**Southeastern Turf
Grass Supply Inc.**

<u>Service</u>	<i>Acres</i>	<i>Events per Year</i>	Unit Price	TOTAL COST	Notes
Soil aeration and compaction - festival site, all soccer and baseball fields	39	3	\$17,750.00	\$53,250.00	
Application of PRG Seed - 4,000 lbs.	8.5	1	\$2,640.00	\$2,640.00	
Oxadiazon 2G Pre-Emergent Chemical	83	2	\$13,079.42	\$26,158.84	
Oxadiazon 2G Pre-Emergent Treatment	83	2	\$4,996.50	\$9,993.00	
Fipronil 0.1G Insecticide Chemical	83	1	\$13,345.70	\$13,345.70	
Fipronil 0.1G Insecticide Treatment	83	1		\$0.00	Sold As System - included in Chemical
		TOTAL		\$105,387.54	

**Parks and Recreation Chemical Application
AGREEMENT**

This Parks and Recreation Chemical Application Agreement

is made and entered into this 26 day of January, 2023, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (City) and Southeastern Turf Grass Supply, Inc. (Contractor).

PREMISES

1. SCOPE OF SERVICES

Contractor(s) will provide a firm, fixed pricing schedule for the periodic purchase and application of select turf treatment chemicals to be used for City parks and sports fields and Contractor(s) shall comply with all the requirements including the federal requirements as more particularly described in the Bid documents PCB23-25 ITB Parks and Recreation Chemical Application.

If the Contractor(s) believes that any particular work/service is not within the scope of work/service of the contract, is a material change, or will otherwise require more compensation to the Contractor(s), the Contractor(s) must immediately notify the City's Representative in writing of this belief. If the City's Representative believes that the particular work/service is within the scope of the contract as written, the Contractor(s) will be ordered to and shall continue with the work/service as changed and at the cost stated for the work/service within the scope. The Contractor(s) must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of this agreement.

2. COMPENSATION

As compensation for the services contemplated herein and performance rendered by Contractor(s) of its duties and obligations hereunder, City shall pay Contractor(s) according to the Bid prices submitted on PCB23-25 ITB Parks and Recreation Chemical Application Bid Form. The City shall pay to the Contractor(s) as full consideration for the performance of the work required by this Agreement, at the cost per chemical/application as contained in the Contractor's cost proposal, upon the basis of actual measured quantities as the same may be finally determined by the City Manager or his designee(s).

- A. Extra and/or Additional Work Changes. Should City at any time during the progress of said work request any alterations, deviations, additions, or omissions from said specifications or other contract documents, it shall be at liberty to do so by written authorization to Contractor(s), and the same shall in no way affect or make void the Agreement. The value of such will be added to or deducted from the contract Bid price, as the case may be, by a fair and reasonable valuation.

3. PRICE ADJUSTMENTS

- A. Increases – Contractor(s) may request a price increase adjustment no more than two times in any contract year. In the event Contractor(s) desires to increase price, City

must be notified immediately. Price increases must be approved by City and no payment for additional materials or services, beyond the amount stipulated in the Contract(s) shall be paid without prior approval. All price increases must be supported by Producer Price Index or manufacturer documentation and justification. Contractor(s) must honor previous prices for thirty (30) days after approval and written notification from City. It is the Contractor's responsibility to keep all pricing up to date and on file with City. All price changes must be provided to City using the same format as was provided and accepted in the Contractor's proposal.

- B. Reductions – Price reductions may be offered at any time during Contract. City may request a price reduction, which Contractor(s) shall permit, when such request is supported by Producer Price Index.

4. PAYMENT

The "closure date" for work to be invoiced for payment shall be the 30th of each calendar month, except February where it shall be the 28th. The Contractor(s) shall submit an itemized invoice by billing the City for the amount of work satisfactorily completed as of the closure date. The invoice(s) shall be delivered to accounts payable at City Hall, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413 no later than three days after the closure date of each calendar month.

5. TERM

Unless terminated sooner pursuant to the provision of the Termination clauses contained in paragraph 5, and subject to the availability of funds appropriated for this purpose, this Agreement shall take effect on the executed date of award for a period of one year with two (2) one-year optional renewals.

6. TERMINATION AND SUSPENSION

- a. City Termination for Cause. The Agreement may be terminated by the City for cause in the event of any breach hereof, including, but not limited to, Contractor's: (1) failing to carry forward and deliver the product as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective Work; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency; (6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to subcontractors, vendors, or others for materials or labor used in the Work; (8) making a material misrepresentation to the City regarding the Work, (9) arrest or conviction of felony or fraud, or (10) any other material breach of this Agreement. In such event, the City shall provide Contractor with written notice of its intention to terminate this Agreement, stating the nature of the deficiency and the effective date of termination. At the City's sole judgment and discretion, the City may afford Contractor an opportunity to cure said deficiency, in which event the notice shall specify the time allowed. Upon termination, the City may take possession of the premises and of all materials thereon and finish the Work by whatever means it deems expedient.
- b. City Termination for Convenience. Notwithstanding any other provision

hereof, the City may at any time terminate this Agreement or any Work issued under it, in whole or in part, without cause, upon thirty (30) days written notice to Contractor. In such event, Contractor shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to receipt of notice of termination that cannot be returned to the vendor, which shall become City property. Upon receipt of notice, Contractor shall discontinue the Work on the date and to the extent specified therein and shall place no further orders for materials, equipment, services, or facilities, except as needed to continue any portion of the Work not terminated. Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work. Contractor may not claim any compensation not specifically provided for herein, including, but not limited to loss of anticipated profits, idle equipment, labor, and facilities, any additional claims of subcontractors and vendors.

7. COMPLIANCE WITH LAWS.

The Contractor(s) shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor(s) shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The Contractor(s) shall protect and indemnify City of Panama City Beach and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor(s), its representatives, sub-contractors, sub-consultants, professional associates, agents, servants, or employees. Additionally, Contractor(s) shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the federal government, State of Florida, Bay County, or municipalities when legally required, and maintain same in full force and effect during the term of the contract.

8. WARRANTY

The Contractor(s) agrees that, unless otherwise specified, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the Contractor(s) gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other provision of the invitation/offer.

9. INSURANCE AND INDEMNIFICATION

Bidder shall at its expense maintain in force during the Term the insurance on policies and insurers acceptable to the City as required by the City's Insurance Requirements attached hereto as Exhibit "A."

A. Within thirty days of the date of the Award, and thereafter upon the written request of the City, Bidder shall furnish to the City such certificates of coverage and certified copies of policies pursuant to the City's Insurance Requirements

In order to satisfy this provision, the documentation required by this part must be sent to the following address: Attn: Carrie Jagers, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413.

B. To the maximum extent permitted by Florida law, Contractor shall indemnify and hold harmless the City and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgements, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of the resulting Agreement by Contractor or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or anyone employed by or utilized by the Contractor in the performance of the services solicited in this ITB.

C. Contractor's obligation to indemnify and hold harmless under this provision will survive the expiration or earlier termination of any resulting Agreement until it is determined by final judgement that an action against the City or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

D. If any third-party claim is made against the City that, if sustained, would give rise to indemnification liability of the Bidder under this Agreement, the City shall promptly cause notice of the claim to be delivered to the successful Bidder and shall afford the Bidder and its counsel, at the Bidder's sole expense, the opportunity to join in defending or compromising the claim. The covenants contained in this paragraph shall survive the termination of this Agreement.

10. ATTORNEY'S FEES

Should either party institute any legal action or proceeding to enforce this Agreement, or for damages by reason of any alleged breach of this Agreement, or for a declaration of rights hereunder, the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with such legal action or proceeding.

11. TIME

Time is of the essence in this Agreement.

12. REMEDIES

In the event of failure of the Contractor(s) to deliver services in accordance with the contract terms and conditions, the City, after due written notice, may procure the services from other sources and hold the Contractor(s) responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have. Failure to cure a breach of a material term hereunder within four (4) hours of Contractor's receipt of written notice thereof shall entitle the City to terminate this Agreement. All rights and remedies conferred upon the parties in this Agreement are governed by the laws within the State of Florida.

13. CHOICE OF LAW and VENUE

This Agreement shall be governed by the laws of the State of Florida. Any legal proceeding regarding this Agreement shall be brought in the 14th Judicial Circuit in Bay County, Florida.

14. ASSIGNMENT

This Agreement is not assignable.

15. SEVERABILITY

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

16. MODIFICATIONS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City and Contractor(s).

17. WAIVER

Failure by the City to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by the City of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

18. AGREEMENT

This Agreement, and any exhibits or appendixes attached hereto and incorporated herein, constitutes the entire agreement between parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions of the parties, whether oral or written, and there are no representations, warranties, covenants, or other agreements among them.

The term "Agreement" means and includes the following documents, all of which are incorporated into this Agreement by this reference:

ADVERTISEMENT FOR BIDS

INFORMATION FOR BIDDERS

BID PROPOSAL FORM

Statement Under Section 287.087, Florida Statutes, On

Preference To Businesses With Drug-Free Workplace

Programs

Public Entity Crimes Statement

NON-COLLUSION AFFIDAVIT

E-VERIFY

CERTIFICATE OF INSURANCE

GENERAL CONDITIONS

NOTICE OF AWARD

AGREEMENT

ADDENDA [LIST ANY ADDENDA ISSUED PRIOR TO EXECUTION OF THE AGREEMENT.]

No. _____, dated _____, 20__

No. _____, dated _____, 20__

No. _____, dated _____, 20__

No. _____, dated _____, 20__

The Contract Documents also includes any Work Authorizations executed by the parties and written amendments to any of the above signed by the party to be bound by such amendment. The Contract Documents are sometimes referred to herein as the "Agreement."

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

All notices required or made pursuant to this Agreement shall be in writing and, unless otherwise required by the express terms of this Agreement, may be given either (i) by mailing same by United States mail with proper postage affixed thereto, certified, return receipt requested, or (ii) by sending same by Federal Express, Express Mail, Airborne, Emery, Purolator or other expedited mail or package delivery, or (iii) by hand delivery to the appropriate address as herein provided. Notices to OWNER required hereunder shall be directed to the following address:

If to Owner:

_____ City of Panama City Beach
_____ 17007 Panama City Beach Parkway
_____ Panama City Beach, FL 32413

ATTENTION: _____ Drew Whitman, City Manager

Fax No.: _____ (850) 233-5108

If to Contractor:

ATTENTION: _____

Fax No.: _____

PCB23-25 – ITB- PARKS AND RECREATION CHEMICAL APPLICATION

Either party may change its above-mentioned address by giving written notice to the other party in accordance with the requirements of this Section.

IN WITNESS WHEREOF, the Contractor has executed this Agreement as of the day and year first above written.

Signed in the presence of: Contractor

Witness 1 _____

(Print Name): _____ By: _____

Witness 2 _____

(Print Name): _____

ATTEST: THE CITY OF PANAMA CITY BEACH, FLORIDA,

a municipal corporation

City Clerk

By: _____

Drew Whitman , City Manager



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Scott Passmore, Community Redevelopment Agency

2. MEETING DATE:
January 26, 2023

3. REQUESTED MOTION/ACTION:

Staff recommends approval of Resolution No. 23-102.

4. AGENDA:

CONSENT AGENDA

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** Yes

Detailed Budget Amendment Attached: No

6. IDENTIFY STRATEGIC PRIORITY:

Transportation
Economic Development

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

One of the priorities for the Community Redevelopment Agency is the identification of opportunities for parking within the Front Beach Road CRA District.

As part of Front Beach Road Segment 4.3 widening project, a parcel to construct a stormwater facility and provide for realignment of the existing intersection has been identified for acquisition at the intersection of Front Beach Road and Middle Beach Road.

This supplement to the Segment 4.3 Engineering Design contract with Volkert, Inc. authorizes the consultant to design and prepare plans for a parking facility to be constructed in conjunction with the design of the stormwater facility and roadway realignment at this location.

The proposed public parking lot will be located near the City of Panama City Beach Public Beach Accesses #49 and #50.

[Res 23-102.Volkert Task Order.CRA Parking.pdf](#)
[Attachment A - FBR CRA 4.3 Parking Lot Scope of Services.pdf](#)
[CRA2021-07-V-2.Volkert_Task_Order_and_Notice_To_Proceed.docx](#)

RESOLUTION NO. 23-102

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A TASK ORDER WITH VOLKERT, INC. FOR MAJOR ENGINEERING DESIGN AND PERMITTING SERVICES FOR PARKING FACILITY AT THE INTERSECTION OF FRONT BEACH AND MIDDLE BEACH ROAD, IN AN AMOUNT NOT TO EXCEED \$27,760.

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Task Order to its Master Services Agreement with Volkert, Inc. for Major Transportation Engineering Design, Survey, Permitting and Construction Administration Services, dated July 8, 2021, related to design of a Parking Facility at the intersection of Front Beach and Middle Beach Road, in an amount not to exceed Twenty-Seven Thousand, Seven Hundred Sixty Dollars (\$27,760), in substantially the form **attached** as Exhibit A and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ____ day of January, 2023.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

October 24, 2022

Mr. Courtney Drummond
CRA Manager
130 Richard Jackson Blvd, Suite 104 C
Panama City Beach, FL 32413

**Re: Addition of Parking Lot at intersection of Front Beach Road and Middle Beach Road
Engineering Design and Permitting Services**

Dear Mr. Drummond-

Volkert, Inc. is pleased to provide the included professional services scope of work and fee proposal for the proposed parking lot that is to be developed on parcels:

- 34355-000-000
- 34356-000-000
- 34357-000-000

The scope of work includes three conceptual layouts, landscaping, engineering and permitting services required for the project (to be included as part of the roadway construction plans and documents). Two for these named parcels one if parcel 34391-000-000 comes available.

The Scope of Services will include the following:

Task 1- Parking Lot Concept Development, Permitting and Engineering

- Boundary and Topographic Survey (above ground features and utilities per Sunshine 811 Design Ticket or if marked by utility owners)
- Coordination with the Client and Permitting Agencies
- Provide detailed construction documents for the construction of the new development in accordance with the developed and approved preliminary site plan to include parking, access aisles, landscaping, lighting, driveways and stormwater. The construction plans will be coordinated with City. The plans will be designed to meet the City of Panama City Beach and the State of Florida standards.
- Permitting to include City of Panama City Beach, FDEP ERP (will be included in roadway plan sets for permitting)
- As-Builts and Certifications: Volkert will submit the required as-builts and certifications based on the red-lined as-builts provided by the contractor and survey provided by contractor.
- Response to RAI for Bidding Assistance, Response to RAI for shop drawing review during bid process.
 - *FDEP NPDES permitting is by others.*
 - *Construction oversight services can be provided as needed but is not included. These services can be provided and will be negotiated at that time that they are requested.*

Delivering the future of infrastructure

- *Engineering and Permitting Services does not include the following: Traffic Engineering Services (Traffic Study), water/sanitary design/permitting. If it is determined that these services are required for the project than the additional fees will be negotiated at that time.*

The approximate cost of this task is included below:

FBR CRA 4.3; Parking Lot Concept Development, Permitting and Engineering	
Topographic and Boundary Surveys	\$11,758.00
Conceptual Development	\$3,816.00
Engineering	\$5,236.00
Lighting Layout/Design	\$3,960.00
Landscape Layout/Design	\$2,990.00
Construction Oversight Services	TBD
Parking Lot Task Total Costs	
	\$27,760.00

Deliverables:

Signed and Sealed Constructions Plans

Schedule: To be completed in conjunction construction plans and documents for CRA 4.3.

Sincerely,



Arthur V Hooks IV, P.E.
 Project Manager
Volkert, Inc.

Accepted- Mr. Courtney Drummond
Upon Acceptance Volkert Standard Letter Agreement Contract will be provided for signature

COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. CRA2021-07-V-2

DATE January, 2023

Reference is made to that certain PROFESSIONAL MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND VOLKERT for MAJOR TRANSPORTATION ENGINEERING DESIGN, SURVEY PERMITTING AND CONSTRUCTION ADMINISTRATION SERVICES FOR FRONT BEACH ROAD SEGMENT 4.3, dated July 8, 2021, (the "Agreement"), the terms, conditions and definitions of which are incorporated herein as if set forth in full.

Pursuant to the Agreement, Engineer agrees to perform the specific professional engineering tasks set forth upon incorporated **Attachment A**, Scope of Services, relating to **Combined Parking/Stormwater Facility – Front Beach and Middle Beach Road**.

Engineer's compensation shall be paid in monthly installments as specified in the Agreement. Engineer's total compensation for the services to be provided under this Task Order shall be determined as follows:

Engineer's total compensation shall be (check one):

a stipulated sum of \$27,760.00.

a fee determined on a time-involved basis with a maximum cost of \$ _____:
as set forth upon incorporated Attachment B, Fee Breakdown.

Work shall begin on **February 1, 2022** and shall be substantially completed by **December 31, 2023**. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.

Upon execution of this Task Order by both Engineer and City, Engineer is directed to proceed.

IN WITNESS WHEREOF the parties have caused these presents to be executed in their names on the date shown.

Witness:

VOLKERT, INC.

By: _____

Its: _____

Date: _____

CITY OF PANAMA CITY BEACH, FL

ATTEST:

By: _____
City Manager

City Clerk

Date: _____



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Kelly Jenkins, Public Works

2. MEETING DATE:

January 26, 2023

3. REQUESTED MOTION/ACTION:

Staff recommends approval of the Field Operations Manager job description within the Public Works Department.

4. AGENDA:

CONSENT AGENDA

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** Yes

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Transportation

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

The Public Works department has multiple maintenance divisions working for one cause. There is a need for assistance with managing and coordinating the operational duties and the strategic daily planning for the different maintenance divisions. This position will also develop and implement new ideas and suggestions to improve or enhance effectiveness for public works and CRA maintenance operations and staff. Additionally, it will assist the Public Works Director with hiring, training, procurement and annual budget preparation for the maintenance portion of the department. The respective CRA, Stormwater and Street Divisions have adequate funds included in the FY 2023 budget.

[Field Operations Manager](#)



Field Operations Manager

Public Works

JOB SUMMARY

This position is responsible for daily strategic planning and managing operational duties in support of the CRA, Street and Stormwater Maintenance Divisions.

MAJOR DUTIES

- Reviews and allocates invoices for payment; ensures all contractual and operational invoices follow City policy and procedure.
- Communicates vision as well as the ability to motivate and develop the employees in Public Works operations.
- Assists with the preparation of bids and contract specifications.
- Serves as a liaison between Public Works Director, engineers and the Street, and Stormwater Department Superintendents.
- Assists with the operational workflow of the department. Implements solutions for problem areas with regard to personnel.
- Develops and implements new ideas and suggestions to improve or enhance effectiveness for Public Works operations and staff. Writes internal policies and procedures, prepares additions or revisions on an as needed basis.
- Assists the Public Works Director in the long-range plans for the Street and Stormwater Divisions.
- Keeps abreast of current developments in the field by attending meetings, reading, and holding individual conferences with comparable officials in neighboring jurisdictions.
- Coordinates and schedules continual roadway and stormwater maintenance within the city rights-of-way, easements and areas located within the CRA.
- Schedules routine maintenance of equipment within the Street, Stormwater and CRA funds.
- Coordinates and schedules special projects as assigned for streets, CRA and stormwater maintenance.
- Oversight of the Public Works and Utilities Mechanics Division.

- Makes purchases in accordance with the procurement manual. Orders CRA, stormwater and street division related supplies and materials for operations and maintenance activities.
- Prepares all payroll/change forms and Civil Service requisitions for department vacancies, promotions, or terminations; assists with workers' compensation claims, disciplinary actions, and incident/accident reports. Assists other supervisory staff on selection of qualified candidates for hire.
- Researches and prepares documentation for City insurance claims representatives. Responds to questions on behalf of the department when additional information or clarification is required.
- Assists the Public Works Director with planning and administering of specific capital improvement projects and annual budget preparation.
- Assists with planning, coordinating, and overseeing disaster recovery and other emergency related efforts.
- Develops street and stormwater division programs, goals, and schedules training for staff.
- Monitors time sheets and makes corrections for department personnel on a bi-weekly basis.
- Performs related duties.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of project management principles.
- Knowledge of budgeting principles.
- Knowledge of city HR/payroll policies and procedures.
- Knowledge of city and departmental policies and procedures.
- Knowledge of computers and job-related software programs.
- Skill in prioritizing, planning, and organizing work.
- Skill in problem solving.
- Skill in reading plans and blueprints.
- Knowledge of work safety principles and practices.
- Knowledge of city purchasing policies.
- Knowledge of ADA requirements.

- Knowledge of Public Works maintenance equipment operation and principles.
- Skill in interpersonal relations.
- Skill in oral and written communication.

SUPERVISORY CONTROLS

The Public Works Director assigns work in terms of department goals and objectives. The Field Operations Manager directly supervises the Street and Stormwater Superintendent's work through conferences, reports, and observation of department activities.

GUIDELINES

Guidelines include the state sunshine laws, procurement guidelines, labor laws, safety policies, DEP regulations, NPDES, ADA, LDC, FDOT, MUTCD, building codes, and city and department policies and procedures. These guidelines are generally clear and specific but may require some interpretation in application.

COMPLEXITY/SCOPE OF WORK

- The work consists of operational management duties. The variety of tasks to be performed combined with frequent interruptions contributes to the complexity of the position.
- The purpose of this position is to provide specialized strategic planning and operational support for the department. Successful performance contributes to the efficiency and effectiveness of those operations to include well-maintained streets and a regulatory compliant stormwater system.

CONTACTS

- Contacts are typically with co-workers, other city employees, representatives of other government agencies, contractors, vendors, consultants, and members of the general public.
- Contacts are typically to give or exchange information, motivate persons, negotiate matters, resolve problems, and provide services.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

- The work is typically performed while sitting at a desk or table. The employee occasionally lifts light objects and distinguishes between shades of color and utilizes the sense of smell.
- The work is typically performed in an office and outdoors, occasionally in cold or inclement weather. The employee is occasionally exposed to noise, dust, dirt, grease, and machinery with moving parts. Work requires the use of protective devices such as masks, goggles, gloves, etc.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

This position has direct supervision over the street and stormwater superintendents, mechanics and driveway/NPDES inspector.

MINIMUM QUALIFICATIONS

- Must have graduated from standard high school/GED, or vocational school; must have six (6) years of experience within Street and Stormwater Department environment, or have any equivalent combination of experience and training which provides the required knowledge, skills, and abilities; must have six (5) years of experience in the operation of heavy equipment; must be capable of supervising large groups; must have roadside herbicide applicator’s license; must have Road Safety Training from FDOT or an equivalent safety training program; must have basic working knowledge of computer applications and software.
- Possess an ability to communicate vision as well as the ability to motivate and develop the employees in public works operations.
- Five years of related experience in municipal government in accounting/finance, procurement, and administrative operations. A combination of experience and training which provides the required knowledge, skills and abilities will be considered.
- Must possess Class A CDL issued by the State of Florida - driving record must be acceptable to the City insurance program.

EMPLOYEE ACKNOWLEDGMENT

I hereby acknowledge receipt of the job description and certify that I meet the qualification requirements stated herein and I am able to perform the essential duties and responsibilities of this position. I acknowledge that in addition to the duties outlined above I may be required to perform additional duties.

Signature

Date

These are intended only as illustrations of various types of work performed. The omission of specific duties does not exclude them from the position.



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Amy Myers, City Council

2. MEETING DATE:
January 26, 2023

3. REQUESTED MOTION/ACTION:

Consider first reading of an ordinance to revise the boundaries of the City's wards.

4. AGENDA:

REGULAR AGENDA

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** N/A

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

As a result of the 2020 census, staff has re-examined the population in each of the City's wards to determine that the City's population is equally apportioned among them since the 2010 census and the last adjustment to the City's wards. As a result of this review, staff recommends minor adjustments to the ward boundaries to equalize the population distribution to the extent possible without disrupting traditional single family neighborhoods.

If Council approves first reading of the Ordinance, staff will advertise a second hearing and public hearing for February 9, 2023.

[Ord 1611.Amending Ward Boundaries.1st Reading.pdf](#)
[2023 PCB Proposed Redistricting.pdf](#)

ORDINANCE NO. 1611

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, REDEFINING THE WARD BOUNDARIES OF THE CITY IN ACCORDANCE WITH THE VOTING RIGHTS ACT OF 1965 (42 USC 1973) AND THE UNITED STATES CENSUS OF 2020; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the voting rights act of 1965 requires compliance with the “one person-one vote” principle based on the population of various wards; and

WHEREAS, the City has re-examined the population growth in each of the City’s ward boundaries as a result of the 2020 census, and finds it appropriate to adjust the ward boundaries as a result of growth since the 2010 census; and

WHEREAS, the City Council is authorized to amend the ward boundaries, by Ordinance and without an additional referendum, the boundaries of the City as needed to meet applicable standards of equal protection and voters’ rights, and the City Council finds it is necessary and appropriate to amend the ward boundaries more than twelve months preceding the next election of City Council members, so as to allow any interested persons to confirm their qualification and ward residency prior to the City’s 2024 election cycle.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH:

SECTION 1. From and after the effective date of this ordinance, Section 7-4 of the City’s Charter is amended to redefine the City’s ward boundaries as follows:

Sec. 7-4. Wards.

The City shall be divided into four (4) wards numbered 1, 2, 3 and 4. The boundaries of such wards shall be as follows:

- (a) *Ward 1.* Ward 1 shall consist of all the territory within the City lying east of the following described line, to-wit: **Begin on the south boundary of the City along the Gulf of Mexico south of the intersection of Census Block 120050027131012 and Beach Boulevard; thence continue northwesterly along Beach Boulevard to the intersection of Front Beach Road, thence easterly to the intersection of Hutchinson Boulevard (Middle Beach Road); continue north along Richard Jackson Boulevard to the intersection of Basin Bayou Drive; thence continue north along the west line of Census Block 120050027102001 to the City’s northern boundary.** ~~Begin on the south boundary of the City along the Gulf of Mexico south of the intersection of Front Beach Road and Alf Coleman Road, thence continue northeasterly along the Right of Way of Alf Coleman Road to~~

the intersection of Alf Coleman Road Right of Way with the north line of the southwest quarter of Section 29, Township 3 South, Range 16 West; continuing westerly along said north line to the intersection of Lyndell Lane (S.R. 30H); thence northerly along Lyndell Lane to the intersection with Panama City Beach Parkway (US Hwy 98); thence continue north along the east line of Section 22, Township 3 South, Range 16 West, to the City's northern boundary.

(b) *Ward 2.* Ward 2 shall consist of all the territory within the City lying between the line described in paragraph (a) of this section and the following described line, to-wit: **south boundary of the City along the Gulf of Mexico south of the intersection of Front Beach Road and Crane Street; thence east along Front Beach Road to the southeast corner of Census Block 120050027111002; continue north Census Block 120050027111002 to Panama City Beach Parkway; thence west to the intersection of Nautilus Street; thence north to intersection of Fairway Circle; thence northerly along to the City's northern boundary.** ~~south boundary of the City along the Gulf of Mexico south of the intersection of Front Beach Road and Nautilus Road; thence northeasterly along Nautilus Road to its intersection with Panama City Beach Parkway (US Hwy 98); thence westerly along the right of way of the Panama City Beach Parkway (US Hwy 98) to the intersection of Panama City Beach Parkway and Gulf Boulevard; thence northwesterly along Gulf Boulevard to the City's northern boundary.~~

(c) *Ward 3.* Ward 3 shall consist of all the territory within the City lying between the line described in paragraph (b) of this section and the following described line, to-wit: **Ward 3 shall consist of all the territory within the City lying between the line described in paragraph (b) of this section and the following described line, to-wit; south boundary of the City along the Gulf of Mexico south of the intersection of Front Beach Road and SR 79; thence northerly along SR79 to the intersection Panama City Beach Parkway (US Hwy 98); then easterly along Panama City Beach Parkway to the intersection of Drive; thence northerly along Pier Park Drive to the intersection of Bay Parkway; thence northerly along Bay Parkway to the City's northern boundary.**

~~south boundary of the City along the Gulf of Mexico south of the intersection of Front Beach Road and SR 79; thence northerly along SR 79 to the intersection Panama City Beach Parkway (US Hwy 98); thence easterly along Panama City Beach Parkway to the intersection of Pier Park Drive; thence northerly along Pier Park Drive to the northwest corner of Palmetto Trace Phase Four according to the Plat thereof recorded in Plat Book 21, Page 48 through 55 of the public records of Bay County, Florida; thence following easterly along the northern and easterly boundaries of Palmetto Trace Phase Three, according to the~~

~~plat thereof recorded in Plat Book 20, Page 43 and 44 of the public records of Bay County, to the intersection of the eastern line of Section 17, Township 3 South, Range 16 West; thence northerly along said line to the City's northern City boundary.~~

(d) *Ward 4*. Ward 4 shall consist of all the territory within the City lying west of the line described in paragraph (c) of this section.
and as pictorially depicted in Exhibit A attached hereto.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 3. The appropriate officers and agents of the City are authorized and directed to codify, include and publish in electronic format the provisions of this Ordinance within the Panama City Beach Code, and unless a contrary ordinance is adopted within ninety (90) days following such publication, the codification of this Ordinance shall become the final and official record of the matters herein ordained. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 4. This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this ____ day of _____, 2023.

MARK SHELDON, MAYOR

ATTEST:

LYNNE FASONE, CITY CLERK

EXAMINED AND APPROVED by me this ____ day of _____, 2023.

MARK SHELDON, MAYOR

Published in the _____ News Herald _____ on the ____ day of _____, 2023.

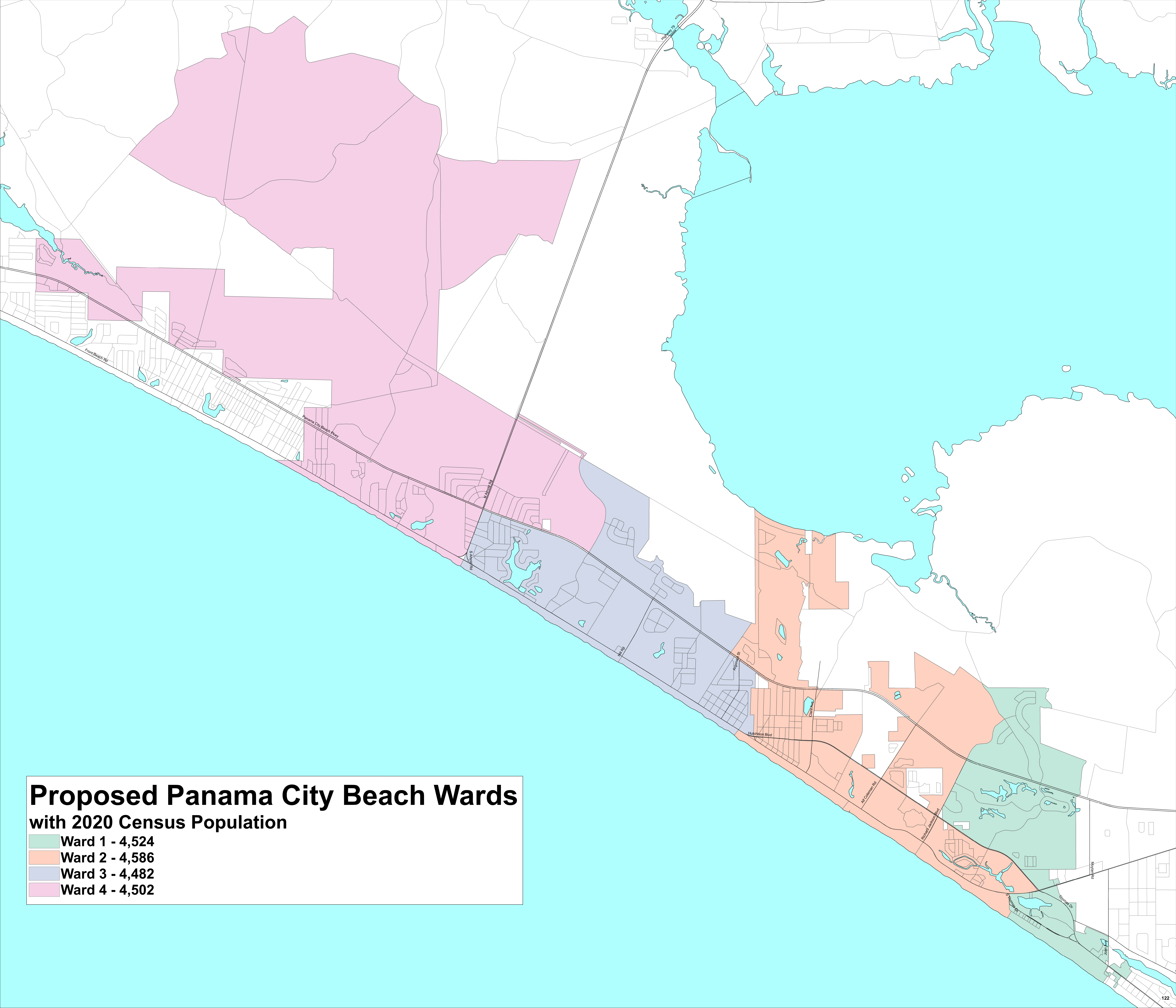
Posted on **pcbfl.gov** on and since the ____ day of _____, 2023.

Posted on **publicnoticesbaycountyfl.gov** on the ____ day of _____, 2023.

LYNNE FASONE, CITY CLERK

EXHIBIT A

(MAP ILLUSTRATING NEW WARD BOUNDARIES)



Proposed Panama City Beach Wards
with 2020 Census Population

Ward 1	- 4,524
Ward 2	- 4,586
Ward 3	- 4,482
Ward 4	- 4,502



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
Amy Myers, City Council

2. MEETING DATE:
January 26, 2023

3. REQUESTED MOTION/ACTION:

Consider first reading of Ordinance to amend Charter.

4. AGENDA:

REGULAR AGENDA

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** N/A

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

Staff recommends the Council's consideration of a Charter Amendment to exempt certain purchases from competitive procurement: insurance, software, and IT-related goods and services. The City's Charter Review Committee recommended that software and IT related goods and services be exempted from competitive procurement as part of their comprehensive charter review in 2021, but this recommendation was not ultimately approved at the May 2022 referendum to consider all the Charter amendments. Staff believes the recommendation is still worth pursuing, as the City's IT related needs are only anticipated to increase as its systems and vendors become more digitally inclined.

Staff also recommends the Council consider adding insurance to the list of items exempt from competitive procurement, in order to annually secure coverages that ultimately provide the best value to the City.

If approved at first reading, staff will post notice of a second reading and public hearing on the Ordinance for February 9, 2023.

[Ord 1612.Charter Amendments.Article 5.1st Reading.pdf](#)

ORDINANCE NO. 1612

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, PROPOSING AMENDMENTS TO THE CITY CHARTER; PROPOSING TO AMEND ARTICLE 5 TO EXEMPT INSURANCE, SOFTWARE AND IT-RELATED GOODS AND SERVICES FROM COMPETITIVE PROCUREMENT; REPEALING ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE; AND PROVIDING THAT THE AMENDMENTS PROPOSED SHALL BE EFFECTIVE ONLY UPON THE APPROVAL OF REFERENDUM AS SPECIFIED IN THE ORDINANCE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH:

SECTION 1. From and after the effective date of this ordinance, Section 5-7 of the Charter of the City of Panama City Beach, related to Competitive Bidding is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

ARTICLE 5. - FINANCIAL PROCEDURES

Sec. 5-7. - Competitive bidding.

(a) *Required.* No purchase by or on behalf of the City requiring the expenditure of twenty-five thousand dollars (\$25,000) or more shall be awarded, let or made except through competitive bidding after the advertisement for the bids in the form and manner prescribed in this Charter. No purchase or the quantity thereof shall be split for the purpose of avoiding the requirements of this section.

(b) *Publication of request for bids.* Published notice of each intended purchase by competitive bid shall be posted on a designated web-page or other digital platform noticed upon and linked to the landing page on the City's official web site for 21 consecutive days prior to the opening date of the bid. In addition to the posting requirements of this section, the City Council may direct the City Manager to notify, by whatever means it chooses, additional potential suppliers of such requests for bids whenever the City Council determines that the website posting requirement of this section is inadequate to produce sufficiently competitive bidding. In emergency circumstances, notification time on the request may be shortened by the City Manager.

(c) *Contents of request for bids.* Each request for the submission of bids shall contain an acceptance clause granting the City a minimum of forty-five (45) days in which to accept or reject the bid, during which time the tendered bid shall remain valid. The request for the submission of bids may contain a requirement that the bidder provide a performance bond in the full amount of the contract price and may further contain such

other specifications and declarations as the City Council shall determine necessary for the proper evaluation of the bidder's proposal and qualifications.

(d) *Awards.* The City Council shall award the contract to the lowest fully responsive and responsible bidder; provided, that the City Council may award the contract to a bidder other than the lowest bidder should it find that the lowest bidder does not offer the reliability, quality of service or product afforded by such other bidder. Where a bid other than the lowest bid is taken, the City Council shall state the reasons upon which such award was made.

(e) *Rejection and resubmission for bids.* The City Council may reject all submitted bids and provide for the request of additional bids whenever it finds that the bids submitted are not responsive to the request for bids, that the bids are not responsible or that the bid prices are unacceptable. Requests for such additional bids shall comply with the provisions of this section.

(f) *Purchases on failure to receive bids.* Where no bids are received and the Council determines that additional requests for bids are unlikely to produce responses, the City Council may authorize the purchase, at the best obtainable price determined through direct quotation, of such products or services as are available on the open market.

(g) *Professional services.* Contracts for professional services, including but not limited to architects, attorneys, accountants, engineers and surveyors, may, upon approval by the City Council, be entered into without competitive bidding. The City Council shall review the qualifications, work history and other relevant data before contracts for such services are rendered. The Consultants' Competitive Negotiation Act shall be followed where applicable.

(h) *Emergency purchases.* The City Council may substitute competitive quotes for the competitive bidding required by this section upon a finding by extraordinary vote that a public emergency exists making the bid delay contrary to the public interest.

(i) *Piggybacking.* Notwithstanding the foregoing, a purchase of goods made by or on behalf of the City on the same terms and conditions as were obtained by a federal, state or municipal government or cooperative purchasing entity of which the City is a member, through an advertised, competitive bidding process shall be deemed to be made through competitive bidding under this Charter, provided the contract to be piggybacked is in full force and effect at the time of the City's purchase.

(j) *Purchase of Goods for Utilities.* Notwithstanding the foregoing, a purchase by or on behalf of the City of goods or services, or both, which are to be used exclusively for the operation or maintenance of the City's potable water, stormwater, reuse-water or wastewater utility, or any combination of those utilities, and requiring the expenditure of not more than \$100,000 may be made by substituting competitive quotes for competitive bidding if required. No purchase or the quantity thereof shall be split for the purpose of

avoiding the requirements of this section. This authorization shall not be utilized in conjunction with a construction or other service contract that requires competitive bidding

(k) *Sole Source.* Notwithstanding the foregoing, the City Council may authorize any purchase of goods requiring an expenditure of not more than \$50,000 without competitive bid when the City Council finds that the goods are to be used exclusively for the operation or maintenance of the City's potable water, stormwater, reuse-water or wastewater utility, or any combination of those utilities, that the goods are to replace a specialized, mechanical or electrical component of the utility, and that the goods are only available from a sole source of supply. The fact that the new component may increase capacity shall not disqualify this authorization. This authorization shall not be utilized in conjunction with a construction or other service contract that requires competitive bidding.

(l) **Exemptions to competitive procurement requirements. The competitive procurement requirements of this Section shall not apply to purchases of: a) maintenance and service of information technology software when the maintenance or services will be performed by the software manufacturer, the manufacturer's service representative or by a distributor of the manufacturer; b) proprietary computer software, licenses, accessories and supplies; c) goods or services necessary to prevent or address a cyber-attack or damage or loss of public records; d) insurance.**

SECTION 2. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 3. If approved by referendum as provided in this Ordinance, the appropriate officers and agents of the City are authorized and directed to codify, include and publish the provisions of this Ordinance within the Panama City Beach Charter.

SECTION 4. This Ordinance shall take effect immediately upon passage, but the amendments proposed hereby shall become effective immediately upon approval by a majority of the electors of the City voting in the next general election or special election called for such purpose; and if the electors shall not approve an amendment proposed by this Ordinance at such referendum, or should no referendum be held within one (1) year from the passage of this Ordinance, then the proposals not approved shall be void and of

no force and effect.

PASSED, APPROVED AND ADOPTED at the regular meeting of the
City Council of the City of Panama City Beach, Florida, this ____ day of _____, 2023.

MAYOR

ATTEST:

CITY CLERK

EXAMINED AND APPROVED by me this ____ day of _____,
2023.

MAYOR

Published in the _____ on the ____ day of _____, 2023.

Posted on pcbfl.gov on the ____ day of January, 2023.

Posted on publicnoticesbaycountyfl.gov on the ____ day of January, 2023.



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Mark Shaeffer, Utilities

2. MEETING DATE:

January 26, 2023

3. REQUESTED MOTION/ACTION:

Staff recommends execution of Utility Work by Highway Contractor Agreement with the Florida Department of Transportation for the State Road 30 (Panama City Beach Parkway) widening and other improvements between its intersections with Nautilus Street and Richard Jackson Boulevard.

4. AGENDA:

REGULAR AGENDA

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** Yes

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Transportation
Quality of Life

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

The Florida Department of Transportation (FDOT) is preparing to solicit bids for widening of Panama City Beach Parkway (State Road 30) between its intersections with Nautilus Street and Richard Jackson Boulevard. As the FDOT owns the right-of-way, the City's utilities are allowed within this property under their permission. As a condition of this permission, all costs to construct, maintain or modify these utilities to accommodate their planned improvements are the City's responsibility.

This widening and improvements program will change the surface elevation of the roadway and proposed stormwater systems associated with this project will impact City-owned utilities. Our utilities will need to be either adjusted, protected or modified to accommodate planned construction. Although these utilities modifications could be done either by City forces or a separate contractor employed by the City, it would require immediate response at all times during construction to avoid a potential delay claim by the FDOT's roadway contractor. Alternately, the City can engage the FDOT's roadway contractor to make these modifications by adding this work to the roadway construction bid documents. This arrangement would eliminate the potential for delay claims as the roadway contractor controls both schedules.

To utilize this arrangement, the FDOT requires execution of the attached Utility Work by Highway Contractor (UWHC) agreement defining the City's intent and projected costs for the work. Pricing for this work will be secured through the roadway contract bid process. Designs of the relocation of utilities needed based upon the FDOT roadway plans and field verification effort are being prepared to accommodate the proposed roadway construction. Based upon quantities in the current 90% completion level utilities relocation design, the projected total utilities relocation contract amount is \$12,425,710.00 but this amount may increase or decrease based upon final bid results. In the interim, the FDOT requires an agreement with the City reflecting this projected expenditure to document the City's understanding of our commitment to our portion of this program.

Staff have reviewed and the Department recommends entering into the UWHC in the amount of \$12,425,710.00.

[217838-4-56-01 - UWBHC Agreement \(At Utility Expense\) Panama City Beach \(Revised 1-13-23\).pdf](#)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RESOLUTION
 UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT (At Utility Expense)

Financial Project ID: 217838-4-56-01 & 217838-4-62-03	Federal Project ID: Funded
State Road No.: 30A	County: Bay
State Job No.:	District Document No.:

WHEREAS, the **State of Florida Department of Transportation**, hereinafter referred to as the **FDOT**, proposes to construct or reconstruct a transportation facility identified above, hereinafter referred to as the **Project**; and

WHEREAS, in order for the **FDOT** to proceed with the Project, it is necessary for the City of Panama City Beach, hereinafter referred to as the **UAO**, to execute and deliver to the **FDOT** the agreement identified as Utility Work by Highway Contractor Agreement (At Utility Expense), hereinafter referred to as the **Agreement**;

NOW, THEREFORE, BE IT RESOLVED BY THE UAO:

That **(Name) Mark Sheldon (Title) Mayor** be hereby authorized and directed to execute and deliver the Agreement to the FDOT.

A certified copy of this Resolution be forwarded to the **FDOT** along with the executed Agreement.

ON MOTION of _____ seconded by _____, the above Resolution was introduced and passed by the UAO on the ____ day of _____, year of 2023.

NAME: _____

Title: Mayor _____

ATTEST: _____

Title: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
(AT UTILITY EXPENSE)

710-010-22
UTILITIES
OGC – 03/20

Financial Project ID: 217838-4-56-01	Federal Project ID: Funded
Financial Project ID: 217838-4-62-03	
Financial Project ID:	
Financial Project ID:	
County: Bay	State Road No.: 30A
District Document No:	
Utility Agency/Owner (UAO): City of Panama City Beach	

THIS AGREEMENT, entered into this _____ day of _____, year of _____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as the "**FDOT**", and **City of Panama City Beach**, hereinafter referred to as the "**UAO**";

WITNESSETH:

WHEREAS, the **FDOT**, is constructing, reconstructing, or otherwise changing a portion of a public road or publicly owned rail corridor, said project being identified as SR 30A (US 98) from east of Nautilus Street to east of Richard Jackson Boulevard, State Road No.: 30A, hereinafter referred to as the "**Project**"; and

WHEREAS, the **UAO** owns or desires to install certain utility facilities which are located within the limits of the Project hereinafter referred to as the "**Facilities**" (said term shall be deemed to include utility facilities as the same may be relocated, adjusted, installed, or placed out of service pursuant to this Agreement); and

WHEREAS, the Project requires the location (vertically and/or horizontally), protection, relocation, installation, adjustment or removal of the Facilities, or some combination thereof, hereinafter referred to as "**Utility Work**"; and

WHEREAS, the **FDOT** and the **UAO** desire to enter into a joint agreement pursuant to Section 337.403(1)(b), Florida Statutes for the Utility Work to be accomplished by the **FDOT's** contractor as part of the construction of the Project; and

WHEREAS, the **UAO**, pursuant to the terms and conditions hereof, will bear certain costs associated with the Utility Work;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the **FDOT** and the **UAO** hereby agree as follows:

1. Design of Utility Work

- a. **UAO** shall prepare, at **UAO's** sole cost and expense, a final engineering design, plans, technical special provisions, a cost estimate, and a contingency Utility Work Schedule (said contingency schedule to be used in the case of a bid rejection) for the Utility Work (hereinafter referred to as the "**Plans Package**") on or before 1/31, year of 2023.
- b. The Plans Package shall be in the same format as the **FDOT's** contract documents for the Project and shall be suitable for reproduction.
- c. Unless otherwise specifically directed in writing, the Plans Package shall include any and all activities and work effort required to perform the Utility Work, including but not limited to, all clearing and grubbing, survey work and shall include a traffic control plan.
- d. The Plans Package shall be prepared in compliance with the **FDOT's** Utility Accommodation Manual and the **FDOT's** Design Manual in effect at the time the Plans Package is prepared, and the **FDOT's** contract documents for the Project. If the **FDOT's** Design Manual has been updated and conflicts with the Utility Accommodation Manual, the Utility Accommodation Manual shall apply where such conflicts exist.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
(AT UTILITY EXPENSE)

710-010-22
UTILITIES
OGC – 03/20

- e. The technical special provisions which are a part of the Plans Package shall be prepared in accordance with the **FDOT's** guidelines on preparation of technical special provisions and shall not duplicate or change the general contracting provisions of the **FDOT's** Standard Specifications for Road and Bridge Construction and any Supplemental Specifications, Special Provisions, or Developmental Specifications of the **FDOT** for the Project.
- f. **UAO** shall provide a copy of the proposed Plans Package to the **FDOT**, and to such other right of way users as designated by the **FDOT**, for review at the following stages: Finals. Prior to submission of the proposed Plans Package for review at these stages, the **UAO** shall send the **FDOT** a work progress schedule explaining how the **UAO** will meet the **FDOT's** production schedule. The work progress schedule shall include the review stages, as well as other milestones necessary to complete the Plans Package within the time specified in Subparagraph a. above.
- g. In the event that the **FDOT** finds any deficiencies in the Plans Package during the reviews performed pursuant to Subparagraph f. above, the **FDOT** will notify the **UAO** in writing of the deficiencies and the **UAO** will correct the deficiencies and return corrected documents within the time stated in the notice. The **FDOT's** review and approval of the documents shall not relieve the **UAO** from responsibility for subsequently discovered errors or omissions.
- h. The **FDOT** shall furnish the **UAO** such information from the **FDOT's** files as requested by the **UAO**; however, the **UAO** shall at all times be and remain solely responsible for proper preparation of the Plans Package and for verifying all information necessary to properly prepare the Plans Package, including survey information as to the location (both vertical and horizontal) of the Facilities. The providing of information by the **FDOT** shall not relieve the **UAO** of this obligation nor transfer any of that responsibility to the **FDOT**.
- i. The Facilities and the Utility Work will include all utility facilities of the **UAO** which are located within the limits of the Project, except as generally summarized as follows: N/A. These exceptions shall be handled by separate arrangement.
- j. If any facilities of the **UAO** located within the project limits are discovered after work on the project commences to be qualified for relocation at the **FDOT's** expense, but not previously identified as such, the **UAO** shall file a claim with the **FDOT** for recovery of the cost of relocation thereof. The filing of the claim shall not necessarily entitle the **UAO** to payment, and resolution of the claim shall be based on a determination of fault for the error. The discovery of facilities not previously identified as being qualified for relocation at the **FDOT's** expense shall not invalidate this Agreement.
- k. The **UAO** shall fully cooperate with all other right of way users in the preparation of the Plans Package. Any conflicts that cannot be resolved through cooperation shall be resolved in the manner determined by the **FDOT**.
- l. Upon completion of the Utility Work, the Facilities shall be deemed to be located on the public road or publicly owned rail corridor under and pursuant to the Utility Permit: TBD
(Note: It is the intent of this line to allow either attachment of or separate reference to the permit).

2. Performance of Utility Work

- a. The **FDOT** shall incorporate the Plans Package into its contract for construction of the Project.
- b. The **FDOT** shall procure a contract for construction of the Project in accordance with the **FDOT's** requirements.
- c. If the portion of the bid of the contractor selected by the **FDOT** which is for performance of the Utility Work exceeds the **FDOT's** official estimate for the Utility Work by more than ten percent (10%) and

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
(AT UTILITY EXPENSE)

710-010-22
UTILITIES
OGC – 03/20

the **FDOT** does not elect to participate in the cost of the Utility Work pursuant to Section 337.403(1)(b), Florida Statutes, the **UAO** may elect to have the Utility Work removed from the **FDOT's** contract by notifying the **FDOT** in writing within 5 days from the date that the **UAO** is notified of the bid amount. Unless this election is made, the Utility Work shall be performed as part of the Project by the **FDOT's** contractor.

- d. If the **UAO** elects to remove the Utility Work from the **FDOT's** contract in accordance with Subparagraph 2. c., the **UAO** shall perform the Utility Work separately pursuant to the terms and conditions of the **FDOT's** standard relocation agreement, the terms and conditions of which are incorporated herein for that purpose by this reference, and in accordance with the contingency relocation schedule which is a part of the Plans Package. The **UAO** shall proceed immediately with the Utility Work so as to cause no delay to the **FDOT** or the **FDOT's** contractor in constructing the Project.
- e. The **UAO** shall perform all engineering inspection, testing, and monitoring of the Utility Work to insure that it is properly performed in accordance with the Plans Package, except for the following activities: N/A and will furnish the **FDOT** with daily diary records showing approved quantities and amounts for weekly, monthly, and final estimates in accordance with the format required by **FDOT** procedures.
- f. Except for the inspection, testing, monitoring, and reporting to be performed by the **UAO** in accordance with Subparagraph 2. e., the **FDOT** will perform all contract administration for its construction contract.
- g. The **UAO** shall fully cooperate with the **FDOT** and the **FDOT's** contractor in all matters relating to the performance of the Utility Work.
- h. The **FDOT's** engineer has full authority over the Project and the **UAO** shall be responsible for coordinating and cooperating with the **FDOT's** engineer. In so doing, the **UAO** shall make such adjustments and changes in the Plans Package as the **FDOT's** engineer shall determine are necessary for the prosecution of the Project.
- i. The **UAO** shall not make any changes to the Plans Package after the date on which the **FDOT's** contract documents are mailed for advertisement of the Project unless those changes fall within the categories of changes which are allowed by supplemental agreement to the **FDOT's** contract pursuant to Section 337.11, Florida Statutes. All changes, regardless of the nature of the change or the timing of the change, shall be subject to the prior approval of the **FDOT**.

3. Cost of Utility Work

- a. The **UAO** shall be responsible for all costs of the Utility Work and all costs associated with any adjustments or changes to the Utility Work determined by the **FDOT's** engineer to be necessary, including, but not limited to the cost of changing the Plans Package and the increase in the cost of performing the Utility Work, unless the adjustments or changes are necessitated by an error or omission of the **FDOT**. The **UAO** shall not be responsible for the cost of delays caused by such adjustments or changes unless they are attributable to the **UAO** pursuant to Subparagraph 4.a.
- b. The initial estimate of the cost of the Utility Work is \$12,425,710.00. At such time as the **FDOT** prepares its official estimate, the **FDOT** shall notify the **UAO** of the amount of the official estimate for the Utility Work. Upon being notified of the official estimate, the **UAO** shall have five (5) working days within which to accept the official estimate for purposes of making deposits and for determining any possible contribution on the part of the **FDOT** to the cost of the Utility Work, or to elect to have the Utility Work removed from the **FDOT's** contract and performed separately pursuant to the terms and conditions set forth in Subparagraph 2. d. hereof.
- c. At least Twentyfive (25) calendar days prior to the date on which the **FDOT** advertises the Project for bids, the **UAO** will pay to the **FDOT** an amount equal to the **FDOT's** official estimate; plus 10% for

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
(AT UTILITY EXPENSE)

710-010-22
UTILITIES
OGC – 03/20

mobilization of equipment for the Utility Work, additional maintenance of traffic costs for the Utility Work, administrative costs of field work, tabulation of quantities, Final Estimate processing and Project accounting (said amounts are to be hereinafter collectively referred to as the Allowances); plus 10% of the official estimate for a contingency fund to be used as hereinafter provided for changes to the Utility Work during the construction of the Project (the Contingency Fund).

- d. Payment of the funds pursuant to this paragraph will be made (choose one):
- directly to the **FDOT** for deposit into the State Transportation Trust Fund.
 - as provided in the attached Three Party Escrow Agreement between **UAO**, **FDOT** and the State of Florida, Department of Financial Services, Division of Treasury. Deposits of less than \$100,000.00 must be pre-approved by the **FDOT** Comptroller's Office prior to execution of this agreement.
- e. If the portion of the contractor's bid selected by the **FDOT** for performance of the Utility Work exceeds the amount of the deposit made pursuant to Subparagraph c. above, then subject to and in accordance with the limitations and conditions established by Subparagraph 2. c. hereof regarding **FDOT** participation in the cost of the Utility Work and the **UAO's** election to remove the Utility Work from the Project, the **UAO** shall, within fourteen (14) calendar days from notification from the **FDOT** or prior to posting of the accepted bid, whichever is earlier, pay an additional amount to the **FDOT** to bring the total amount paid to the total obligation of the **UAO** for the cost of the Utility Work, plus Allowances and 10% Contingency Fund. The **FDOT** will notify the **UAO** as soon as it becomes apparent the accepted bid amount plus allowances and contingency is in excess of the advance deposit amount; however, failure of the **FDOT** to so notify the **UAO** shall not relieve the **UAO** from its obligation to pay for its full share of project costs on final accounting as provided herein below. In the event that the **UAO** is obligated under this Subparagraph 3.e. to pay an additional amount and the additional amount that the **UAO** is obligated to pay does not exceed the Contingency Fund already on deposit, the **UAO** shall have sixty (60) calendar days from notification from the **FDOT** to pay the additional amount, regardless of when the accepted bid is posted.
- f. If the accepted bid amount plus allowances and contingency is less than the advance deposit amount, the **FDOT** will refund the amount that the advance deposit exceeds the bid amount, plus allowances and contingency if such refund is requested by the **UAO** in writing and approved by the Comptroller of the **FDOT** or his designee.
- g. Should contract modifications occur that increase the **UAO's** share of total project costs, the **UAO** will be notified by the **FDOT** accordingly. The **UAO** agrees to provide, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the **FDOT** is sufficient to fully fund its share of the project costs. The **FDOT** shall notify the **UAO** as soon as it becomes apparent the actual costs will overrun the award amount; however, failure of the **FDOT** to so notify the **UAO** shall not relieve the **UAO** from its obligation to pay for its full share of project costs on final accounting as provided herein below.
- h. The **FDOT** may use the funds paid by the **UAO** for payment of the cost of the Utility Work. The Contingency Fund may be used for increases in the cost of the Utility Work which occur because of quantity overruns or because of adjustments or changes in the Utility Work made pursuant to Subparagraph 2. h. Prior to using any of the Contingency Fund, the **FDOT** will obtain the written concurrence of the person delegated that responsibility by written notice from the **UAO**. The delegatee shall respond immediately to all requests for written concurrence. If the delegatee refuses to provide written concurrence promptly and the **FDOT** determines that the work is necessary, the **FDOT** may proceed to perform the work and recover the cost thereof pursuant to the provisions of Section 337.403(3), Florida Statutes. In the event that the Contingency Fund is depleted, the **UAO** shall, within fourteen (14) calendar days from notification from the **FDOT**, pay to the **FDOT** an additional 10% of the total obligation of the **UAO** for the cost of the Utility Work established under Subparagraph 3. e. for future use as the Contingency Fund.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
(AT UTILITY EXPENSE)

710-010-22
UTILITIES
OGC – 03/20

- i. Upon final payment to the Contractor, the **FDOT** intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty (360) days. All project cost records and accounts shall be subject to audit by a representative of the **UAO** for a period of three (3) years after final close out of the Project. The **UAO** will be notified of the final cost. Both parties agree that in the event the final accounting of total project costs pursuant to the terms of this agreement is less than the total deposits to date, a refund of the excess will be made by the **FDOT** to the **UAO** in accordance with Section 215.422, Florida Statutes. In the event said final accounting of total project costs is greater than the total deposits to date, the **UAO** will pay the additional amount within forty (40) calendar days from the date of the invoice. The **UAO** agrees to pay interest at a rate as established pursuant to Section 55.03, Florida Statutes, on any invoice not paid within the time specified in the preceding sentence until the invoice is paid.

4. Claims Against UAO

- a. The **UAO** shall be responsible for all costs incurred as a result of any delay to the **FDOT** or its contractors caused by errors or omissions in the Plans Package (including inaccurate location of the Facilities) or by failure of the **UAO** to properly perform its obligations under this Agreement in a timely manner.
- b. In the event the **FDOT's** contractor provides a notice of intent to make a claim against the **FDOT** relating to the Utility Work, the **FDOT** will notify the **UAO** of the notice of intent and the **UAO** will thereafter keep and maintain daily field reports and all other records relating to the intended claim.
- c. In the event the **FDOT's** contractor makes any claim against the **FDOT** relating to the Utility Work, the **FDOT** will notify the **UAO** of the claim and the **UAO** will cooperate with the **FDOT** in analyzing and resolving the claim within a reasonable time. Any resolution of any portion of the claim directly between the **UAO** and the **FDOT's** contractor shall be in writing, shall be subject to written **FDOT** concurrence and shall specify the extent to which it resolves the claim against the **FDOT**.
- d. The **FDOT** may withhold payment of surplus funds to the **UAO** until final resolution (including any actual payment required) of all claims relating to the Utility Work. The right to withhold shall be limited to actual claim payments made by the **FDOT** to the **FDOT's** contractor.

5. Out of Service Facilities

No Facilities shall be placed out of service unless specifically identified as such in the Plans. The following terms and conditions shall apply to Facilities placed Out-of-Service:

- a. The **UAO** acknowledges its present and continuing ownership of and responsibility for out of service Facilities.
- b. The **FDOT** agrees to allow the **UAO** to leave the Facilities within the right of way subject to the continuing satisfactory performance of the conditions of this Agreement by the **UAO**. In the event of a breach of this Agreement by the **UAO**, the Facilities shall be removed upon demand from the **FDOT** in accordance with the provisions of Subparagraph e. below.
- c. The **UAO** shall take such steps to secure the Facilities and otherwise make the Facilities safe in accordance with any and all applicable local, state or federal laws and regulations and in accordance with the legal duty of the **UAO** to use due care in its dealings with others. The **UAO** shall be solely responsible for gathering all information necessary to meet these obligations.
- d. The **UAO** shall keep and preserve all records relating to the Facilities, including, but not limited to, records of the location, nature of, and steps taken to safely secure the Facilities and shall promptly respond to information requests of the **FDOT** or other permittees using or seeking use of the right of way.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
(AT UTILITY EXPENSE)

710-010-22
UTILITIES
OGC – 03/20

- e. The **UAO** shall remove the Facilities at the request of the **FDOT** in the event that the **FDOT** determines that removal is necessary for **FDOT** use of the right of way or in the event that the **FDOT** determines that use of the right of way is needed for other active utilities that cannot be otherwise accommodated in the right of way. Removal shall be at the sole cost and expense of the **UAO** and without any right of the **UAO** to object or make any claim of any nature whatsoever with regard thereto. Removal shall be completed within the time specified in the **FDOT's** notice to remove. In the event that the **UAO** fails to perform the removal properly within the specified time, the **FDOT** may proceed to perform the removal at the **UAO's** expense pursuant to the provisions of Sections 337.403 and 337.404, Florida Statutes.
- f. Except as otherwise provided in Subparagraph e. above, the **UAO** agrees that the Facilities shall forever remain the legal and financial responsibility of the **UAO**. The **UAO** shall reimburse the **FDOT** for any and all costs of any nature whatsoever resulting from the presence of the Facilities within the right of way. Said costs shall include, but shall not be limited to, charges or expenses which may result from the future need to remove the Facilities or from the presence of any hazardous substance or material in or discharging from the Facilities. Nothing in this paragraph shall be interpreted to require the **UAO** to indemnify the **FDOT** for the **FDOT's** own negligence; however, it is the intent that all other costs and expenses of any nature be the responsibility of the **UAO**.

6. Default

- a. In the event that the **UAO** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the **FDOT** may exercise one or more of the following options, provided that at no time shall the **FDOT** be entitled to receive double recovery of damages:
 - (1) Terminate this Agreement if the breach is material and has not been cured within sixty (60) days from written notice thereof from **FDOT**.
 - (2) Pursue a claim for damages suffered by the **FDOT**.
 - (3) If the Utility Work is reimbursable under this Agreement, withhold reimbursement payments until the breach is cured. The right to withhold shall be limited to actual claim payments made by **FDOT** to third parties.
 - (4) If the Utility Work is reimbursable under this Agreement, offset any damages suffered by the **FDOT** or the public against payments due under this Agreement for the same Project. The right to offset shall be limited to actual claim payments made by **FDOT** to third parties.
 - (5) Suspend the issuance of further permits to the **UAO** for the placement of Facilities on **FDOT** property if the breach is material and has not been cured within sixty (60) days from written notice thereof from **FDOT**.
 - (6) Pursue any other remedies legally available.
 - (7) Perform any work with its own forces or through contractors and seek repayment for the cost thereof under Section 337.403(3), Florida Statutes.
- b. In the event that the **FDOT** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in the Agreement, the **UAO** may exercise one or more of the following options:
 - (1) Terminate this Agreement if the breach is material and has not been cured within sixty (60) days from written notice thereof from the **UAO**.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
(AT UTILITY EXPENSE)

710-010-22
UTILITIES
OGC – 03/20

- (2) If the breach is a failure to pay an invoice for Utility Work which is reimbursable under this Agreement, pursue any statutory remedies that the **UAO** may have for failure to pay invoices.
 - (3) Pursue any other remedies legally available.
- c. Termination of this Agreement shall not relieve either party from any obligations it has pursuant to other agreements between the parties nor from any statutory obligations that either party may have with regard to the subject matter hereof.

7. Force Majeure

Neither the **UAO** nor the **FDOT** shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimate duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

8. Indemnification

FOR GOVERNMENT-OWNED UTILITIES,

To the extent provided by law, the **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

When the **FDOT** receives a notice of claim for damages that may have been caused by the **UAO** in the performance of services required under this Agreement, the **FDOT** will immediately forward the claim to the **UAO**. The **UAO** and the **FDOT** will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the **FDOT** will determine whether to require the participation of the **UAO** in the defense of the claim or to require the **UAO** to defend the **FDOT** in such claim as described in this section. The **FDOT's** failure to notify the **UAO** of a claim shall not release the **UAO** from any of the requirements of this section. The **FDOT** and the **UAO** will pay their own costs for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs.

FOR NON-GOVERNMENT-OWNED UTILITIES,

The **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

The **UAO's** obligation to indemnify, defend, and pay for the defense or at the **FDOT's** option, to participate and associate with the **FDOT** in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within fourteen (14) days of receipt by the **UAO** of the **FDOT's** notice of claim for

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
(AT UTILITY EXPENSE)

710-010-22
UTILITIES
OGC – 03/20

indemnification to the **UAO**. The notice of claim for indemnification shall be served by certified mail. The **UAO's** obligation to defend and indemnify within fourteen (14) days of such notice shall not be excused because of the **UAO's** inability to evaluate liability or because the **UAO** evaluates liability and determines the **UAO** is not liable or determines the **FDOT** is solely negligent. Only a final adjudication of judgment finding the **FDOT** solely negligent shall excuse performance of this provision by the **UAO**. The **UAO** shall pay all costs and fees related to this obligation and its enforcement by the **FDOT**. The **FDOT's** delay in notifying the **UAO** of a claim shall not release **UAO** of the above duty to defend.

9. Miscellaneous

- a. Time is of essence in the performance of all obligations under this Agreement.
- b. The Facilities shall at all times remain the property of and be properly protected and maintained by the **UAO** in accordance with the current Utility Accommodation Manual in effect at the time the Plans Package is prepared and the current utility permit for the Facilities; provided, however, that the **UAO** shall not be obligated to protect or maintain any of the Facilities to the extent the **FDOT's** contractor has that obligation as part of the Utility Work pursuant to the **FDOT's** specifications.
- c. The **FDOT** may unilaterally cancel this Agreement for refusal by the **UAO** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **UAO** in conjunction with this Agreement.
- d. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto, except that the parties understand and agree that the **FDOT** has manuals and written policies and procedures which may be applicable at the time of the Project and the relocation of the Facilities.
- e. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.
- f. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. The **UAO** shall have a continuing obligation to notify each District of the **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

If to the **UAO**:

Mr. Mark Shaeffer, P.E., Utilities Director

17007 Panama City Beach Pkwy

Panama City Beach, FL 32413

If to the **FDOT**:

Mr. Matt King, Utility Project Manager

P.O. Box 607

Chipley, FL 32428

10. Certification

This document is a printout of an **FDOT** form maintained in an electronic format and all revisions thereto by the **UAO** in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled Changes To Form Document and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the **UAO**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
(AT UTILITY EXPENSE)

710-010-22
UTILITIES
OGC - 03/20

hereby represents that no change has been made to the text of this document except through the terms of the appendix entitled Changes to Form Document.

You MUST signify by selecting or checking which of the following applies:

- No changes have been made to this Form Document and no Appendix entitled "Changes to Form Document" is attached.
- No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Form Document."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

UTILITY: City of Panama City Beach

BY: (Signature) _____

DATE: _____

(Typed Name: Mark Sheldon)

(Typed Title: Mayor)

Recommend Approval by the District Utility Office

BY: (Signature) _____

DATE: _____

FDOT Legal review

BY: (Signature) _____

DATE: _____

District Counsel

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

BY: (Signature) _____

DATE: _____

(Typed Name: Tim Smith, P.E.)

(Typed Title: Director of Transportation Development)

FEDERAL HIGHWAY ADMINISTRATION (if applicable)

BY: _____

DATE: _____

(Typed Name: _____)

(Typed Title: _____)

FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK ESTIMATE

FDOT PROJECT INFORMATION

Financial Project ID: 217838-4-56-01,217838-4-62-03	Federal Project ID: Funded
State Road Number: 30A	County: Bay
FDOT Plans Dated:	District Document No.:

UTILITY AGENCY/OWNER (UAO)

Utility Company: City of Panama City Beach	Job No. or Work Order No.:	
UAO Project Rep: Mark Sheldon	Phone: 850-233-5054	E-mail: msheldon@pcbfl.gov
UAO Field Rep: Mark Shaeffer	Phone: 850-233-5054	E-mail: mshaeffer@pcbfl.gov

SECTION A: ITEMIZED COST ESTIMATE

Item	Item Cost (\$)	Overhead (%) <small>(Must use "%" or "." i.e. 10% or .10)</small>	Item Cost + Overhead (\$)
Preliminary Engineering			0
Right of Way Acquisition			0
Construction Engineering			0
Construction Labor	\$11,296,100.00		\$11,296,100.00
Materials and Supplies			0
Transportation & Equipment			0
Contract Construction (CEI)	\$1,129,610.00		\$1,129,610.00
Miscellaneous Expenses			0
Total Cost Estimate =>			\$12,425,710.00

SECTION B: DEDUCTIONS

Item	Item Value (\$)
Salvage Value	
Betterment	
Extended Service Life	
Total Deductions =>	0

SECTION C: REIMBURSEMENT

Total Cost Estimate from SECTION A =>	\$12,425,710.00
Total Deductions from SECTION B =>	0
Total Reimbursement* =>	\$12,425,710.00

*Update the estimated Total Reimbursement for changes in excess of 10%

UTILITY SIGNATURE

UAO Rep. _____ Name <u>Mark Sheldon</u> Title <u>Mayor</u>	Date <u> </u> / <u> </u> / <u> </u>
--	--

Financial Project ID 217838-4-56-01

Table A - Schedule of Values

Contractor Name:

Item	FDOT Pay Item No.	PCB Spec. No.	Description	Est. Qty	Units	Unit Price	Total Price
SANITARY SEWER							
1	1000-5		MAINTENANCE OF TRAFFIC	270	DA	\$ 550.00	\$ 148,500.00
2		15062	PRESSURE TESTING (SEWER)	1	LS	\$ 25,000.00	\$ 25,000.00
3		15062	UTILITY PIPE, PVC, F&I 18"	120	LF	\$ 250.00	\$ 30,000.00
4		15062	UTILITY PIPE, PVC, F&I 24"	320	LF	\$ 300.00	\$ 96,000.00
5		15075, 15110	UTILITY PIPE-FPVC, F&I 4"	360	LF	\$ 75.00	\$ 27,000.00
6		15075, 15110	UTILITY PIPE-FPVC, F&I 18"	300	LF	\$ 400.00	\$ 120,000.00
7		15075, 15110	UTILITY PIPE-FPVC, F&I 20"	1200	LF	\$ 450.00	\$ 540,000.00
8		15065, 15101	UTILITY FIXTURE - F & I, 4", TAPPING SADDLE/SLEEVE	5	EA	\$ 4,000.00	\$ 20,000.00
9		15065, 15101	UTILITY FIXTURE - F & I, 4", TAPPING VALVE ASSEMBLY	4	EA	\$ 3,000.00	\$ 12,000.00
10		15065, 15101	UTILITY FIXTURE - F & I, 4", INSERT VALVE ASSEMBLY	3	EA	\$ 8,000.00	\$ 24,000.00
11		15065	UTILITY FITTINGS - F & I, 4", DI, FITTING	10	EA	\$ 1,750.00	\$ 17,500.00
12		15065	UTILITY FITTINGS - F & I, 4", DI, CAP/PLUG	2	EA	\$ 1,500.00	\$ 3,000.00
13		15065, 15101	UTILITY FIXTURE - F & I, 18", TAPPING SADDLE/SLEEVE	3	EA	\$ 30,000.00	\$ 90,000.00
14		15065, 15101	UTILITY FIXTURE - F & I, 18", TAPPING VALVE ASSEMBLY	4	EA	\$ 15,000.00	\$ 60,000.00
15		15065, 15101	UTILITY FIXTURE - F & I, 18", INSERT VALVE ASSEMBLY	4	EA	\$ 50,000.00	\$ 200,000.00
16			UTILITY FIXTURE - F & I, 18" MECHANICAL RESTRAINED ON EXISTING PIPE	12	EA	\$ 2,500.00	\$ 30,000.00
17		15065	UTILITY FITTINGS - F & I, 18", DI, FITTING RESTRAINED	13	EA	\$ 4,750.00	\$ 61,750.00
18		15065	UTILITY FITTINGS - F & I, 18", DI, CAP/PLUG RESTRAINED	4	EA	\$ 2,500.00	\$ 10,000.00
19		15065, 15101	UTILITY FIXTURE - F & I, 20", TAPPING SADDLE/SLEEVE	12	EA	\$ 25,000.00	\$ 300,000.00
20		15065, 15101	UTILITY FIXTURE - F & I, 20", TAPPING VALVE ASSEMBLY	12	EA	\$ 30,000.00	\$ 360,000.00
21		15065, 15101	UTILITY FIXTURE - F & I, 20", INSERT VALVE ASSEMBLY	12	EA	\$ 58,000.00	\$ 696,000.00
22			UTILITY FIXTURE - F & I, 20" MECHANICAL RESTRAINED ON EXISTING PIPE	36	EA	\$ 2,500.00	\$ 90,000.00
23		15065	UTILITY FITTINGS - F & I, 20", DI, FITTING RESTRAINED	26	EA	\$ 5,000.00	\$ 130,000.00
24		15065	UTILITY FITTINGS - F & I, 20", DI, CAP/PLUG RESTRAINED	12	EA	\$ 3,500.00	\$ 42,000.00
25		15065, 15101	UTILITY FIXTURE - F & I, 24", TAPPING SADDLE/SLEEVE	2	EA	\$ 30,000.00	\$ 60,000.00
26		15065, 15101	UTILITY FIXTURE - F & I, 24", TAPPING VALVE ASSEMBLY	2	EA	\$ 45,000.00	\$ 90,000.00
27		15065, 15101	UTILITY FIXTURE - F & I, 24", INSERT VALVE ASSEMBLY	2	EA	\$ 65,000.00	\$ 130,000.00
28			UTILITY FIXTURE - F & I, 24" MECHANICAL RESTRAINED ON EXISTING PIPE	14	EA	\$ 3,000.00	\$ 42,000.00
29		15065	UTILITY FITTINGS - F & I, 24", DI, FITTING RESTRAINED	4	EA	\$ 5,500.00	\$ 22,000.00
30		15065	UTILITY FITTINGS - F & I, 24", DI, CAP/PLUG RESTRAINED	2	EA	\$ 3,500.00	\$ 7,000.00
31			UTILITY PIPE, REMOVE & DISPOSE, 4-7.9"	360	LF	\$ 25.00	\$ 9,000.00
32			UTILITY PIPE, REMOVE & DISPOSE, 8-19.9"	370	LF	\$ 35.00	\$ 12,950.00
33			UTILITY PIPE, REMOVE & DISPOSE, 20-49.9"	1520	LF	\$ 40.00	\$ 60,800.00
34			UTILITY PIPE, PLUG AND PLACE OUT OF SERVICE, 4-7.9"	360	LF	\$ 100.00	\$ 36,000.00
35			UTILITY PIPE, PLUG AND PLACE OUT OF SERVICE, 8-19.9"	370	LF	\$ 150.00	\$ 55,500.00
36			UTILITY PIPE, PLUG AND PLACE OUT OF SERVICE, 20-49.9"	1520	LF	\$ 200.00	\$ 304,000.00
37			MH ADJUST TO GRADE	2	EA	\$ 5,000.00	\$ 10,000.00
38		15101	VALVE BOX ADJUST TO GRADE, 4-24"	5	EA	\$ 2,500.00	\$ 12,500.00
39			2" COMBINATION ARV AND CONCRETE VAULT	4	EA	\$ 8,500.00	\$ 34,000.00
40			CONCRETE SIDE WALK REMOVAL AND REPLACEMENT 4"	30	EA	\$ 250.00	\$ 7,500.00
Total Lump Sum Sewer Utility Work							\$ 4,026,000.00
Load in Bid Express under FDOT Pay Item No. 1000-5							
POTABLE WATER & RECLAIM WATER							
1	1000-6		MAINTENANCE OF TRAFFIC	330	DA	\$ 550.00	\$ 181,500.00
2		15065	SAMPLING & TESTING (Water)	1	LS	\$ 35,000.00	\$ 35,000.00
3		15062	UTILITY PIPE, PVC, F&I 6" (Water)	1000	LF	\$ 120.00	\$ 120,000.00
4		15062	UTILITY PIPE, PVC, F&I 12" (Water)	200	LF	\$ 180.00	\$ 36,000.00
5		15062	UTILITY PIPE, PVC, F&I 16" (Water)	100	LF	\$ 225.00	\$ 22,500.00
6		15062	UTILITY PIPE, FPVC, F&I 20" (Water)	4060	LF	\$ 275.00	\$ 1,116,500.00
7		15075, 15110	UTILITY PIPE-FPVC, F&I 6" (Water)	600	LF	\$ 100.00	\$ 60,000.00
8		15075, 15110	UTILITY PIPE-FPVC, F&I 12" (Water)	220	LF	\$ 300.00	\$ 66,000.00
9		15075, 15110	UTILITY PIPE-FPVC, F&I 16" (Water)	250	LF	\$ 350.00	\$ 87,500.00
10		15065, 15101	UTILITY FIXTURE - F & I, 6", TAPPING SADDLE/SLEEVE (Water)	6	EA	\$ 6,500.00	\$ 39,000.00
11		15065, 15101	UTILITY FIXTURE - F & I, 6", TAPPING VALVE ASSEMBLY (Water)	6	EA	\$ 5,000.00	\$ 30,000.00
12		15065, 15101	UTILITY FIXTURE - F & I, 6", INSERT VALVE ASSEMBLY (Water)	4	EA	\$ 15,000.00	\$ 60,000.00
13		15101	UTILITY FIXTURE - F & I, 6", VALVE ASSEMBLY RESTRAINED (water)	20	EA	\$ 5,000.00	\$ 100,000.00
14		15065	UTILITY FITTINGS - F & I, 6", DI, FITTING RESTRAINED (Water)	70	EA	\$ 2,500.00	\$ 175,000.00
15		15065	UTILITY FITTINGS - F & I, 6", DI, CAP/PLUG RESTRAINED (water)	4	EA	\$ 2,000.00	\$ 8,000.00
16		15065, 15101	UTILITY FIXTURE - F & I, 12", TAPPING SADDLE/SLEEVE (water)	4	EA	\$ 18,000.00	\$ 72,000.00
17		15065, 15101	UTILITY FIXTURE - F & I, 12", TAPPING VALVE ASSEMBLY (water)	4	EA	\$ 10,000.00	\$ 40,000.00
18		15065, 15101	UTILITY FIXTURE - F & I, 12", INSERT VALVE ASSEMBLY (water)	4	EA	\$ 30,000.00	\$ 120,000.00
19			UTILITY FIXTURE - F & I, 12" MECHANICAL RESTRAINED ON EXISTING PIPE	4	EA	\$ 2,000.00	\$ 8,000.00
20		15101	UTILITY FIXTURE - F & I, 12", VALVE ASSEMBLY RESTRAINED (water)	3	EA	\$ 10,000.00	\$ 30,000.00
21		15065	UTILITY FITTINGS - F & I, 12", DI, FITTING RESTRAINED (water)	20	EA	\$ 4,000.00	\$ 80,000.00
22		15065	UTILITY FITTINGS - F & I, 12", DI, CAP/PLUG RESTRAINED (water)	6	EA	\$ 2,500.00	\$ 15,000.00
23		15065, 15101	UTILITY FIXTURE - F & I, 16", TAPPING SADDLE/SLEEVE (water)	14	EA	\$ 25,000.00	\$ 350,000.00
24		15065, 15101	UTILITY FIXTURE - F & I, 16", TAPPING VALVE ASSEMBLY (water)	14	EA	\$ 18,000.00	\$ 252,000.00
25		15065, 15101	UTILITY FIXTURE - F & I, 16", INSERT VALVE ASSEMBLY (water)	14	EA	\$ 45,000.00	\$ 630,000.00
26			UTILITY FIXTURE - F & I, 16" MECHANICAL RESTRAINED ON EXISTING PIPE	28	EA	\$ 2,500.00	\$ 70,000.00
27		15101	UTILITY FIXTURE - F & I, 16", VALVE ASSEMBLY RESTRAINED (water)	2	EA	\$ 18,000.00	\$ 36,000.00
28		15065	UTILITY FITTINGS - F & I, 16", DI, FITTING RESTRAINED (water)	26	EA	\$ 5,000.00	\$ 130,000.00
29		15065	UTILITY FITTINGS - F & I, 16", DI, CAP/PLUG RESTRAINED (water)	14	EA	\$ 3,500.00	\$ 49,000.00
30		15065, 15101	UTILITY FIXTURE - F & I, 20", TAPPING SADDLE/SLEEVE (water)	16	EA	\$ 30,000.00	\$ 480,000.00
31		15065, 15101	UTILITY FIXTURE - F & I, 20", TAPPING VALVE ASSEMBLY (water)	2	EA	\$ 22,000.00	\$ 44,000.00
32		15065	UTILITY FITTINGS - F & I, 20", DI, FITTING RESTRAINED (water)	28	EA	\$ 7,500.00	\$ 210,000.00
33		15101	UTILITY FIXTURE - F & I, 20", VALVE ASSEMBLY RESTRAINED (water)	2	EA	\$ 30,000.00	\$ 60,000.00
34			UTILITY PIPE, REMOVE & DISPOSE, 4-7.9" (water)	1600	LF	\$ 25.00	\$ 40,000.00
35			UTILITY PIPE, REMOVE & DISPOSE, 8-19.9" (water)	770	LF	\$ 35.00	\$ 26,950.00
36			UTILITY PIPE, REMOVE & DISPOSE, 20-49.9" (water)	4060	LF	\$ 45.00	\$ 182,700.00
37			UTILITY PIPE, PLUG AND PLACE OUT OF SERVICE, 4-7.9" (water)	1600	LF	\$ 100.00	\$ 160,000.00
38			UTILITY PIPE, PLUG AND PLACE OUT OF SERVICE, 8-19.9" (water)	770	LF	\$ 150.00	\$ 115,500.00
39			UTILITY PIPE, PLUG AND PLACE OUT OF SERVICE, 20-49.9" (water)	4060	LF	\$ 200.00	\$ 812,000.00
40		15120	VALVE BOX ADJUST TO GRADE, 4-24" (water)	6	EA	\$ 2,500.00	\$ 15,000.00
41			CONCRETE SIDE WALK REMOVAL AND REPLACEMENT 4"	50	EA	\$ 250.00	\$ 12,500.00
42		15120	FIRE HYDRANT ASSEMBLY, F & I, STANDARD, 2 HOSE, 1 PUMPER, 6" (water)	3	EA	\$ 5,500.00	\$ 16,500.00
43		15120	FIRE HYDRANT, REMOVE AND SALVAGE (water)	3	EA	\$ 2,000.00	\$ 6,000.00
44			2" COMBINATION ARV AND CONCRETE VAULT (water)	1	EA	\$ 8,500.00	\$ 8,500.00
45		15065	PRESSURE TESTING (RECLAIM WATER)	1	LS	\$ 10,000.00	\$ 10,000.00
46		15070	UTILITY PIPE-HDPE, F&I 2" (Reclaim)	200	LF	\$ 75.00	\$ 15,000.00
47		15075, 15110	UTILITY PIPE-FPVC, F&I 12" (Reclaim)	520	LF	\$ 300.00	\$ 156,000.00
48		15075, 15110	UTILITY PIPE-FPVC, F&I 20" (Reclaim)	800	LF	\$ 450.00	\$ 360,000.00
49		15065, 15101	UTILITY FIXTURE - F & I, 2", TAPPING SADDLE/SLEEVE (Reclaim)	2	EA	\$ 4,000.00	\$ 8,000.00
50		15065, 15101	UTILITY FIXTURE - F & I, 2", TAPPING VALVE ASSEMBLY (Reclaim)	2	EA	\$ 1,500.00	\$ 3,000.00
51		15065	UTILITY FITTINGS - F & I, 2", DI, CAP/PLUG RESTRAINED (Reclaim)	2	EA	\$ 1,000.00	\$ 2,000.00
52		15075, 15110	UTILITY FIXTURE - F & I, 12", TAPPING VALVE ASSEMBLY (Reclaim)	1	EA	\$ 10,000.00	\$ 10,000.00
53		15101	UTILITY FIXTURE - F & I, 12", VALVE ASSEMBLY RESTRAINED (Reclaim)	2	EA	\$ 10,000.00	\$ 20,000.00
54		15065	UTILITY FITTINGS - F & I, 12", DI, FITTING RESTRAINED (Reclaim)	10	EA	\$ 4,000.00	\$ 40,000.00
55		15065, 15101	UTILITY FIXTURE - F & I, 20", TAPPING SADDLE/SLEEVE (Reclaim)	1	EA	\$ 30,000.00	\$ 30,000.00
56		15065	UTILITY FITTINGS - F & I, 20", DI, FITTING RESTRAINED (Reclaim)	10	EA	\$ 7,500.00	\$ 75,000.00
57			UTILITY PIPE, REMOVE & DISPOSE, 4-7.9" (Reclaim)	200	LF	\$ 25.00	\$ 5,000.00
58			UTILITY PIPE, REMOVE & DISPOSE, 8-19.9" (Reclaim)	520	LF	\$ 35.00	\$ 18,200.00
59			UTILITY PIPE, REMOVE & DISPOSE, 20-49.9" (Reclaim)	800	LF	\$ 40.00	\$ 32,000.00
60			UTILITY PIPE, PLUG AND PLACE OUT OF SERVICE, 4-7.9" (Reclaim)	200	LF	\$ 100.00	\$ 20,000.00
61			UTILITY PIPE, PLUG AND PLACE OUT OF SERVICE, 8-19.9" (Reclaim)	520	LF	\$ 150.00	\$ 78,000.00
62			UTILITY PIPE, PLUG AND PLACE OUT OF SERVICE, 20-49.9" (Reclaim)	800	LF	\$ 200.00	\$ 160,000.00
63		15120	VALVE BOX ADJUST TO GRADE, 4-24" (Reclaim)	3	EA	\$ 2,500.00	\$ 7,500.00
64		15120	WATER METER RELOCATION (Reclaim)	1	EA	\$ 5,500.00	\$ 5,500.00
65			CONCRETE SIDE WALK REMOVAL AND REPLACEMENT 4"	25	EA	\$ 250.00	\$ 6,250.00
Total Lump Sum Potable and Reclaim Water Utility Work							\$ 7,270,100.00
Load in Bid Express under FDOT Pay Item No. 1000-6							

CONSTRUCTION ESTIMATE TOTAL = \$11,296,100.00

PHASE 62 (CEI) = \$1,129,610.00

ESTIMATE TOTAL = \$12,425,710.00

THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), City of Panama City Beach ("Participant"), and the State of Florida, Department of Financial Services, Division of Treasury ("Escrow Agent"), and shall become effective upon the Agreement's execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project ("Project"):

Project Name: SR 30A (US 98) from east of Nautilus St to east of R. Jackson Blvd
Project #: 217838-4-56-01 & 217838-4-62-03
County: Bay

WHEREAS, FDOT and Participant desire to establish an escrow account for the project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent's receipt and execution of this Agreement.
2. Other deposits to the escrow account may be made during the life of this agreement.
3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.
4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT's Comptroller or designee.
5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.
6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.

7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.
8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.
9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.
10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.
11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

The remainder of this page is blank.

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

For FDOT-OOC (signature)

For PARTICIPANT (signature)

Name and Title

Mark Sheldon - Mayor

Name and Title

59-3024028

Federal Employer I.D. Number

59-6045116012

Federal Employer I.D. Number

Date

Date

FDOT Legal Review:

For Escrow Agent (signature)

Name and Title

Date



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Mark Shaeffer, Utilities

2. MEETING DATE:

January 26, 2023

3. REQUESTED MOTION/ACTION:

Staff recommends Council approval for the proposed Task Order in the amount of \$49,917.90 with Taylor Engineering Inc. for consulting biological services associated with preparation of the annual receiving wetlands compliance report required by the Florida Department of Environmental Protection operation permit for the City's wastewater treatment facility under the consultant's current Master Services Agreement for Professional Environmental Engineering Services Agreement.

4. AGENDA:

REGULAR AGENDA

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** Yes

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Financial Health

N/A

N/A

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

Terms of the operation permit issued for the City's wastewater treatment facility by the Florida Department of Environmental Protection requires annual updates of the health and progress towards environmental restoration goals established for the 2,900 acre receiving wetlands associated within Conservation Park. These wetlands provide a critical alternate wet weather receiving area for highly treated reclaimed water produced by the City's wastewater treatment facility when the demand for this water for irrigation is reduced. This report requires sampling and measurement of the flora and fauna within the receiving wetlands and assessments of their health, diversity, and progress towards re-establishment of conditions prior to historic alteration by man prior before dedication for conservation. It must be prepared and submitted annually to the Florida Department of Environmental Protection for their use in monitoring compliance with the terms of the operation permit and progress towards overall restoration goals.

Utilities Department staff have requested a proposal for fieldwork, sampling and report preparation from Taylor Engineering, Inc. Staff has reviewed the proposed Scope of Work and fees totaling \$49,917.90 (\$2,548.00 for background review, \$37,361.90 field data collection and \$10,008.00 for report preparation services) and find them consistent with the level of effort required. For reference, a similar effort was performed by Tetra Tech, Inc. in 2020 for \$98,570.00 (Resolution 20-83) but some of the work for the proposed effort was already performed by the City's biologist which is reflected in the lower cost proposed.

Res 23-97.Taylor Engineering.Wetlands Compliance Reporting.pdf
P2022-215 PCB WWTP Wetland Monitoring Proposal_TE.pdf

RESOLUTION NO. 23-97

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A TASK ORDER WITH TAYLOR ENGINEERING, INC. RELATED TO THE 2023 ANNUAL WETLAND MONITORING AND REPORTING, IN THE TOTAL AMOUNT OF \$49,917.90.

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Task Order to its Master Services Agreement with Taylor Engineering, Inc. relating to Professional Engineering Services for Major Environmental Engineering Services I, related to the 2023 Annual Wetland Monitoring and Reporting, in an amount not to exceed Forty-Nine Thousand, Nine Hundred Seventeen Dollars and Ninety Cents (\$49,917.90), in substantially the form **attached** as Exhibit A and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ____ day January, 2023.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk



January 10, 2023

Mr. Mark Shaeffer, P.E.
Utilities Director
City of Panama City Beach
17007 Panama City Beach Parkway
Panama City Beach, Florida 32413

EMAILED

Re: 2023 Annual Wetland Monitoring and Reporting Proposal
Wastewater Reuse to Wetlands Project
(P2022-215)

Dear Mr. Shaeffer:

On behalf of Taylor Engineering, I am pleased to submit this proposal for 2023 wetland monitoring and reporting services in compliance with Florida Department of Environmental Protection Permit No. FL0021512 for the City's Wastewater Reuse to Wetlands Project. Exhibit A contains our proposed scope of work and Exhibit B contains a detailed breakdown of our proposed fees.

We greatly appreciate the opportunity and look forward to continuing our service to the City of Panama City Beach. If you have any questions or require additional information, please contact me at (904) 731-7040 or cellis@taylorengeering.com.

Best regards,

Christopher B. Ellis
Vice President, Environmental Services

Attachments

Scope of Work
2023 Annual Wetland Monitoring and Reporting
City of Panama City Beach Wastewater Reuse to Wetlands Project
Bay County, Florida

Introduction

In compliance with Florida Department of Environmental Protection (FDEP) Permit No. FL0021512, authorizing Panama City Beach Wastewater Treatment Plant No. 1, the City of Panama City Beach (City) completes ongoing field data collection and annual wetlands monitoring summary reporting for its Wastewater Reuse to Wetlands Project. Wetland monitoring data collected and analyzed under this program include surface water and groundwater hydrology, surface water and sediment quality, vegetation, fish, and threatened and endangered species. The City has historically completed data collection, analysis, and reporting using in-house biological staff. Due to recent staff losses, the City needs contracted services to continue this effort until in-house staffing vacancies are filled. To assist with the wetland monitoring and reporting and to maintain compliance with the FDEP permit, the City requested Taylor Engineering (Taylor) provide a scope of work and fee proposal for environmental services including field data collection, analysis, and reporting associated with the City's Wastewater Reuse to Wetlands Project. In response to the City's request, Taylor presents the following scope of work.

Assumptions

Taylor has developed this scope of work based on the following assumptions:

- City will provide Taylor with all pertinent data previously collected for the 2022-2023 monitoring season (i.e., all data collected after March 31, 2022).
- City will provide Taylor with digital (.doc, .pdf) copies of the most recent annual wetland monitoring report and other pertinent documents.
- City will provide Taylor with fish traps for fish monitoring activities.
- City will provide Taylor with sample/monitoring station and transect location data (e.g., xyz coordinates, if available).
- The two rain gauges located at SDE-2 and Bear Track Trail are self-recording instruments and do not require frequent visits to manually record the precipitation data. Taylor will retrieve precipitation data from the instruments concurrently with water level data collection (monthly), if required.

Task 1 Compilation of Existing Data and Review

As a preliminary task, Taylor will compile and review all previous data provided by the City including field data (water level, surface water and sediment chemistry, vegetation monitoring, etc.) and any pertinent regulatory or other guidance documents including report and field data templates that may be useful in providing background information, assisting data collection and analysis efforts, and summary report development.

Task 2 Preliminary Reconnaissance Site Visit

Taylor biologists will complete a one-day reconnaissance visit to Conservation Park to familiarize themselves with the site and to locate previously established sampling stations and monitoring transects.

This visit will help ensure that the data collection efforts described below occur in an efficient and productive manner by understanding the “lay of the land” prior to commencing field efforts. During this site visit, Taylor will also inventory existing equipment (e.g., data loggers) currently installed at the site and evaluate to ensure that the equipment is serviceable and functioning properly.

Task 3 Field Data Collection

Task 3.1 Surface Water and Groundwater Hydrologic Monitoring

As described in the 2021 Annual Wetlands Monitoring Summary Report provided by the City, five water level data loggers (Level Troll 500 data loggers manufactured by In-Situ, Inc.) are currently deployed at five monitoring stations (WEP-3, WIM-1B, WIM-2, WC-1, and SDE-2) throughout the site. Each data logger is currently configured to automatically record water level data every four hours. These data loggers require periodic visits to download recorded data and for device inspection and maintenance to ensure optimal performance. Taylor will complete monthly site visits beginning in January and continuing through May (five total) to download water level data and to inspect the data loggers from each of the five monitoring stations. If Taylor identifies an issue with data retrieval or data logger performance, Taylor will immediately inform the City and recommend corrective action. Please note that this scope of work assumes that Taylor will use existing water level monitoring equipment currently installed at the site. Should Taylor identify equipment that requires repair or replacement, the City will be responsible for those costs. This scope of work includes budget for Taylor’s purchase of an In-Situ Wireless Troll (\$600), a device necessary for communicating with and downloading data from the Level Troll 500 data loggers.

Task 3.2 Surface Water and Sediment Quality Sampling and Analysis

In accordance with the approved wetland monitoring plan under FDEP Permit No. FL0021512, four established surface water and sediment quality sampling stations (WIM-1A, WIM-1B, WIM-2, and WEP-3) occur within the boundaries of the wetland site. Surface water quality sampling occurs quarterly, and sediment sampling occurs annually (typically in Quarter 1).

Taylor will record surface water quality field measurements and collect one sample for laboratory analysis from each of the four sampling stations in Quarter 1/2023 and Quarter 2/2023. During each data collection event, Taylor will use YSI DSS Pro multiparameter water quality meter to collect the following field parameters: water temperature, dissolved oxygen, specific conductance, and pH. In addition, Taylor will collect one surface water sample from each sampling station for laboratory analysis. Following sample collection, Taylor will deliver the samples to The Water Spigot, Inc., a NELAC-certified environmental laboratory in Panama City, Florida, for the following chemical analyses:

- Carbonaceous Biochemical Oxygen Demand (CBOD 5)
- Total Suspended Solids (TSS)
- Fecal Coliform Bacteria
- Total Kjeldahl Nitrogen (TKN)
- Total Nitrogen
- Total Ammonia Nitrogen
- Nitrate + Nitrite
- Total Sulfate
- Total Phosphorus
- Chlorophyll a

Taylor will collect one sediment sample from each of the four sampling stations during Quarter 1/2023. Following sample collection, Taylor will deliver the samples to The Water Spigot, Inc. for sulfide analysis via EPA Method 9030A.

All field measurement, sample collection and handling, and equipment decontamination activities will occur in strict compliance with all appropriate FDEP Standard Operating Procedures.

Task 3.3 Vegetation Monitoring

The wetland site currently has four vegetative monitoring stations (WIM-1A, WIM-1B, WIM-2, and WEP-3) established within the wetland site. In accordance with the approved biological monitoring program, vegetation monitoring includes assessment of both woody (canopy and subcanopy) and herbaceous vegetation. Each monitoring station includes four 25 square meter belt transects for assessment of woody canopy vegetation and four 12.5 square meter belt transects for assessment of woody subcanopy and herbaceous vegetation. Woody canopy vegetation monitoring occurs annually (typically in Quarter 3) and woody subcanopy/herbaceous vegetation monitoring occurs quarterly. Under this scope of work, Taylor will complete vegetation monitoring of the established belt transects at each monitoring station in Quarter 1/2023 (subcanopy only) and Quarter 2/2023 (subcanopy only). Taylor assumes that the City completed monitoring of the woody canopy vegetation in Quarter 3/2022 and the City will make that data available to Taylor. Consistent with previous monitoring efforts at the site, vegetation data collection along each belt transect will include species, location, and diameter at breast height (dbh) for each individual encountered for woody vegetation and species and location for herbaceous vegetation. Taylor will record woody vegetation data on the woody vegetation data sheets.

Task 3.4 Fish Monitoring

Beginning in 2012, the City has completed fish monitoring within the wetland site annually during Quarter 2. Fish monitoring consists of sample collection from six approved sampling stations (Station 1A, Station 1B, Station 2, Station 3, Fish EX 01, Fish EX 02). Fish sample collection entails deployment of a fish sampling device (Breder trap) at each of the six sampling stations for a specified duration (i.e., 1.5 hours), device retrieval, and documentation of captured fish species. This scope of work assumes that the City will provide Taylor with the fish traps used for previous data collection activities for this effort. Taylor will complete this task in Quarter 2/2023.

Task 3.5 Threatened and Endangered Species Monitoring

The City has completed annual threatened and endangered species monitoring within the receiving wetland beginning in 2011. Threatened and endangered species monitoring includes survey of four fixed, 1,000-foot transects (TE-1, TE-2, TE-3, TE-4). Along the eastern side of each transect, the City established 50-foot x 50-foot (2,500 square feet) monitoring plots spaced at ten foot intervals for a total of ten monitoring plots per transect. Within each monitoring plot, a field biologist recorded direct observations of threatened and endangered species and all distinctive signs of tracks, scat, burrows, or the remains of any wildlife species. In addition, all bird species were surveyed by sight and sound for a period of three minutes at each monitoring plot. Monitoring occurred during both morning and afternoon hours. Taylor will replicate this monitoring protocol for threatened and endangered species within the wetland site. Taylor will complete this task during Quarter 2/2023.

Task 4 Data Analysis and Annual Wetlands Monitoring Summary Report

Taylor will analyze the field data collected in Task 3 and develop of the annual wetlands monitoring summary report for the 2023 monitoring period (May 2022 – May 2023). Taylor will use the previous monitoring report as a template and for guidance on the appropriate level of detail in summarizing and presenting the data. Taylor will provide the draft report to the City for review and comment. If necessary, Taylor will revise the draft report based on the City’s comments and develop the final report for submittal to the City and FDEP. As part of the report submittal to the City, Taylor will include copies of all data collected during the field data collection effort in digital format (e.g., .pdf, .xls, etc.).

Schedule

The table below provides a proposed schedule for completion of this project.

Task No.	Description	Months from Notice to Proceed					
		1	2	3	4	5	6
1	Compilation of Existing Data and Review						
2	Preliminary Reconnaissance Site Visit						
3	Field Data Collection						
4	Data Analysis and Annual Wetlands Monitoring Summary Report						

Fee Summary

Taylor will complete the work described herein for a lump sum, fixed fee cost of \$49,917.90 as tabulated and summarized below. Exhibit B provides a detailed breakdown of the proposed fees on a task-by-task basis.

Task No.	Description	Total Fee
1	Compilation of Existing Data and Review	\$2,548.00
2	Preliminary Reconnaissance Site Visit	\$4,394.65
3	Field Data Collection	\$32,967.25
4	Data Analysis and Annual Wetlands Monitoring Summary Report	\$10,008.00
TOTAL		\$49,917.90

TAYLOR ENGINEERING, INC.
COST SUMMARY BY TASK
P2022-215: CITY OF PANAMA CITY BEACH WWTP WETLAND MONITORING

TASK 1: Compilation of Existing Data and Review

<i>Labor</i>	Hours	Cost	Task Totals
Senior Environmental Scientist	8.0	1,360.00	
Staff Environmental Scientist	8.0	864.00	
Staff CAD/GIS	4.0	324.00	
Total Man-Hours	20.0		
Labor Cost			2,548.00
<i>Total Task 1</i>			2,548.00

TASK 2: Preliminary Reconnaissance Site Visit

<i>Labor</i>	Hours	Cost	Task Totals
Senior Environmental Scientist	12.0	2,040.00	
Staff Environmental Scientist	14.0	1,512.00	
Total Man-Hours	26.0		
Labor Cost			3,552.00
<i>Non-Labor</i>			
	Units	Cost	
Hotel	2.0	300.00	
Meals	2.0	130.00	
Mileage	630.0	412.65	
Total Non-Labor Cost			842.65
<i>Total Task 2</i>			4,394.65

TASK 3: Field Data Collection

<i>Labor</i>	Hours	Cost	Task Totals
Senior Environmental Scientist	86.0	14,620.00	
Staff Environmental Scientist	90.0	9,720.00	
Total Man-Hours	176.0		
Labor Cost			24,340.00
<i>Non-Labor</i>			
	Units	Cost	
Hotel	16.0	2,400.00	
Meals	16.0	1,040.00	
Mileage	3,150.0	2,063.25	
In-Situ Wireless Troll (for WL data retrieval)	1.0	600.00	
Laboratory Services (The Water Spigot, Inc.)	1.0	2,524.00	
Total Non-Labor Cost			8,627.25
<i>Total Task 3</i>			\$ 32,967.25

P2022-215: CITY OF PANAMA CITY BEACH WWTP WETLAND MONITORING

TASK 4: Data Analysis and Annual Wetlands Monitoring Summary Report

<i>Labor</i>	Hours	Cost	Task Totals
Senior Environmental Scientist	36.0	6,120.00	
Staff Environmental Scientist	36.0	3,888.00	
Total Man-Hours	72.0		
Labor Cost			10,008.00
<i>Total Task 4</i>			\$ 10,008.00

Project Total \$ 49,917.90



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Cheryl Joyner, Parks & Recreation

2. MEETING DATE:

January 26, 2023

3. REQUESTED MOTION/ACTION:

Staff recommends authorizing an agreement with NGU Sports Lighting for an LED lighting system for the Frank Brown Park Festival Site in the amount of \$1,097,250.00. This is a cooperative purchase through Sourcewell, Contract Number 071619-CPL-Cooper Lighting, LLC.

4. AGENDA:

REGULAR AGENDA

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** Yes

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:
Quality of Life

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

The current festival lights are over 30 years old. The poles are leaning and the whole system is in need of replacement. Staff is recommending a cooperative purchase for a new LED Sports Lighting System from NGU Sports Lighting under Sourcewell Contract Number 071619-CPL-Cooper Lighting, LLC. A portion of this will be paid for using recreation impact fees. The total project price is \$1,097,250.00.

[Res 23-98.Sourcewell.NGU Lighting Agreement.Frank Brown Park.pdf](#)

[Cooper Lighting Sourcewell Contract #071619-CPL.pdf](#)

[NGU Quote.pdf](#)

[Sourcewell Contract #071619-CPL - Price Information.pdf](#)

RESOLUTION NO. 23-98

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE FROM NGU SPORTS LIGHTING, LLC OF AN LED SPORTS LIGHTING SYSTEM FOR FRANK BROWN PARK FESTIVAL SITE, IN THE TOTAL AMOUNT OF \$1,097,250; AND AGREEING TO BE BOUND BY THE TERMS OF THAT CERTAIN AGREEMENT BETWEEN SOURCEWELL AND COOPER LIGHTING, LLC, GOVERNING THAT PURCHASE.

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain proposal between the City and NGU Sports Lighting, LLC, relating to a new LED Sports Lighting System for the Frank Brown Park Festival Site, in the total amount of One Million, Ninety-Seven Thousand, Two Hundred Fifty Dollars and No Cents (\$1,097,250.00), in substantially the form **attached** as Exhibit A and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager.

AND BE IT FURTHER RESOLVED that by accepting the proposal referenced above, that the City agreed to be bound to the same terms and conditions as were obtained by Sourcewell, through an advertised, competitive bidding process, Contract No. 071619, in the form **attached** as Exhibit B.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ____ day of January, 2023.

CITY OF PANAMA CITY BEACH

By: _____
Mark Sheldon, Mayor

ATTEST:

Lynne Fasone, City Clerk

**Solicitation Number: #071619****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Cooper Lighting LLC**, 125 East Jefferson Street, Syracuse, NY 13202 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 27, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor'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/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. LAWS AND REGULATIONS. All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. WARRANTY. Vendor 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, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

D. WHAT THE WARRANTY COVERS: Vendor warrants to the end user of the original installation location ("Sourcewell" or "Member") that new Vendor fixtures purchased from Vendor or an authorized distributor ("Products") shall, for a period of ten (10) years from the date of original shipment (the "Warranty Period"), be free from defects in material and workmanship of the Vendor fixtures. During the Warranty Period, Vendor's sole obligation, and Sourcewell's or Member's sole remedy, shall be, at Vendor's sole discretion, to repair, replace, or provide a refund for Products found to be defective as defined herein. Vendor shall not be responsible for any other costs, including for the costs of: labor relating to de-installation of any defective Product or re-installation of any replacement Product; the shipment of defective or replacement Product; or post-installation testing of any Product for purposes of this Warranty. Vendor shall not be bound by any terms, conditions, or representations, which are not stated herein including, but not limited to, any statements made by distributors or re-sellers.

E. WHAT VOIDS OR IS NOT COVERED UNDER THE WARRANTY: This Warranty is void, and Vendor shall have no liability hereunder, with respect to a Product if Sourcewell or Member or any person other than an employee, independent contractor, or subcontractor of Vendor: 1. install(s) or use a Product in a manner that is not in accordance with the applicable specifications and instructions, including, but not limited to, over/under voltage or current conditions, excessive switching cycles, operating hours, or outside any applicable operating conditions; 2. without the prior written consent of Vendor, modify, tamper, or disassemble a Product, including, without limitation, alter serial numbers or removes factory supplied stickers or labels of a Product; or 3. use unauthorized components, parts, accessories, or other materials to repair a Product. This Warranty does not cover: (a) cosmetic defects; (b) damage, defects, or failure caused by: (i.) acts of God; (ii.) accident, misuse, misapplication, abuse, negligence, or modification of any part of the Product; (iii.) improper storage, installation, repair, operation, inspection or maintenance; (iv.) the use of unauthorized

components, parts, accessories, or other materials or by equipment or products manufactured by someone other than Vendor; v. wrong or inadequate electrical current or connection; or vi. transit. (c) Other equipment or products manufactured by someone other than Vendor. (d) Labor or contractor costs associated with removing or replacing Vendor lighting fixtures.

F. WARRANTY ACTIVATION/SERVICE CLAIMS: Sourcewell or Member must make a valid Warranty claim to Vendor in order to receive coverage under the Warranty. Warranty claims can be serviced by contacting Vendor's customer service and sales center: Phone: (315) 579-2873; Email: ephesuswarranty@eaton.com. If Sourcewell or Member is unsure whether a situation exists that is covered by the Warranty, then Sourcewell or Member may contact Vendor's customer service and sales center at the phone number or email address listed for assistance.

G. REPLACEMENT OF OR REPAIR OF PRODUCT: Vendor, in its discretion, may use comparable product of equal or greater value to replace a Product that meets the conditions of this Warranty. Furthermore, in performing repairs to a Product that meets the conditions of this Warranty, Vendor reserves the right to utilize new, reconditioned, refurbished, repaired or remanufactured products or parts. Repaired or replaced Products are warranted for the remainder of the original Warranty Period. Vendor reserves the right to examine all returned Products, their specific installation location, and patterns of usage to determine the cause of failure.

H. LIMITATION OF WARRANTY: THE FOREGOING WARRANTIES ARE EXCLUSIVE EXCEPT FOR WARRANTY OF TITLE. VENDOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. CORRECTION OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE VENDOR'S SOLE LIABILITY AND SOURCEWELL'S AND MEMBER'S EXCLUSIVE REMEDY FOR FAILURE OF VENDOR TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS ARE BASED IN CONTRACT (INCLUDING WARRANTY), IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE.

I. DEALERS AND DISTRIBUTORS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, 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 Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member'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 Member's requested delivery location.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the Equipment or Product is

damaged, and the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned for service through a warranty claim within a reasonable time at no cost to Sourcewell or its Members. Members 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. Vendor 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 Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. PAYMENT TERMS. All payments are due net thirty (30) days in full from date of invoice, unless a longer term is required by statute or otherwise agreed to by Vendor and Member.

D. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor 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 Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor 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 Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- 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 Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. MEMBERSHIP. Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member'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. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and

conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, 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, Vendor must provide a contract

sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable 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 Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor 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 Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor 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 thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **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, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor agrees to indemnify, defend and hold harmless Sourcewell and its agents and employees from all third-party claims or causes of action, including reasonable attorney's fees, asserted against Sourcewell and directly and proximately caused by the negligent acts or omissions or misconduct of Vendor, its agents or its employees or its obligations hereunder. In no event will either party be liable for any indirect, punitive, special, incidental or consequential damage in connection with or arising out of this Contract however it arises, whether in contract, tort, strict product liability or otherwise.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor 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, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **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 Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. 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.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. 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 Vendor 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 Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, other than a Force Majeure event, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming 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.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor 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.* Vendor 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). 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-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

- \$1,000,000 each accident, combined single limit

4. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor’s professional services required under this Contract.

Minimum Limits:

- \$2,000,000 per claim or event
- \$2,000,000 – annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcwell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcwell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Contract Administrator assigned to this Contract. The certificates must be signed by

a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable certificates and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to name Sourcewell, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. 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.** Vendor 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 Vendor 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 Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** Vendor confirms the limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

21. 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.** Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor 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 Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in

writing.

Vendor 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 any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members 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. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Member accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person

employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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). Vendor 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. Vendor 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). Vendors must file any required certifications. Vendors 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. Vendors 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. Vendors 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, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (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, Vendor 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, Vendor 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). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor'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 Vendor'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.

24. CANCELLATION

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcwell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO
Date: 9/19/2019 | 12:15 PM CDT

Cooper Lighting LLC

DocuSigned by:
By: Ken Walma
BE75308E52164B9...
Ken Walma
Title: Vice President & General Manager
Date: 9/19/2019 | 11:49 AM CDT

DocuSigned by:
Apr By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 9/19/2019 | 9:35 AM CDT

RFP #071619 - Sports Lighting with Related Supplies and Services

Vendor Details

Company Name: EATON INDUSTRIAL CORPORATION

Does your company conduct business under any other name? If yes, please state: Cooper Lighting LLC (76-0554120) / Ephesus Sports Lighting

Address: 1121 HIGHWAY 74 SOUTH
PEACHTREE CITY, GA 30269

Contact: Gabriel Hough

Email: GabeTHough@eaton.com

Phone: 315-928-4773

HST#: 31-1521120

Submission Details

Created On: Monday July 15, 2019 15:28:19

Submitted On: Tuesday July 16, 2019 12:58:11

Submitted By: Gabriel Hough

Email: GabeTHough@eaton.com

Transaction #: 5374196a-cdf3-4720-a467-5d970d2656d4

Submitter's IP Address: 192.104.67.221

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Specifications

Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Cooper Lighting, LLC
2	Proposer Address:	125 East Jefferson Street Syracuse, NY 13202
3	Proposer website address:	www.ephesuslighting.com
4	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):	Gabriel Hough Strategic Sales Manager 125 East Jefferson Street Syracuse, NY 13202 GabeTHough@eaton.com 315-928-4773
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Gabriel Hough Strategic Sales Manager 125 East Jefferson St Syracuse, NY 13202 GabeTHough@eaton.com 315-928-4773
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Michael Quijano Director of Business Development 125 East Jefferson St Syracuse, NY 13202 MichaelQuijano@eaton.com 315-579-2897

Company Information and Financial Strength

Line Item	Question	Response *
7	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.	Cooper Lighting LLC's Ephesus Sports Lighting brand was founded with the certainty that we can improve the world with lighting solutions that contribute to brighter, more vibrant, and more sustainable environments. Through our uncompromising commitment to innovative and insight-driven engineering, we provide the solutions and support to help people confidently create more positive and productive experiences in the places they live, work, and play. The power of these ideas has helped us grow and expand; and in 2015, we were acquired by Eaton, a global leader in technology. Eaton shares our passion for innovative technology, and with the help of their reach and resources, our future is looking even brighter!
8	Provide a detailed description of the products and services that you are offering in your proposal.	Cooper Lighting LLC and Ephesus will be offering state of the art LED Sports Lighting fixtures, and project services that are industry leading in both technology and services. Cooper Lighting LLC will work with customers to initiate projects through retrofitting existing structures or through new structures. We will work with customers through our agency and integrator network to ensure that the customer experience from start to finish is second to none. Each Ephesus project will follow the guidelines of sound project management philosophy's from detailed photometric design, to quoting the appropriate bill of material, and working with 3rd party companies to implement the system in a cost and time effective manner.
9	What are your company's expectations in the event of an award?	Cooper Lighting LLCs realizes the enormous potential for LED adoption within Sourcewell Membership and will look to optimize our brand and Sourcewell recognition to deliver the customer experience expected of being an approved vendor. Cooper Lighting LLC will work with all Sourcewell Members that are looking to upgrade to LED Sports Lighting and make sure that each project is ran in a cost effective manner and efficiently implemented as needed.
10	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.	Cooper Lighting, LLC had revenues of over \$1.6B in 2018. It is a subsidiary of Eaton Corporation PLC, which is a publicly traded corporation under ENT on the NYSE. Eaton Corporation PLC had reported sales of \$21.6 Billion in 2018. Eaton acquired Cooper Lighting, LLC as part of Eaton's acquisition of Cooper Industries in 2012, and Cooper Lighting, LLC acquired the Ephesus Sports Lighting brand in 2015 as part of its acquisition of Ephesus Lighting, Inc. Public Financial Reports: https://www.eaton.com/us/en-us/company/investor-relations/investor-toolkit/financial-reports.html https://www.nyse.com/quote/XNYS:ETN

11	What is your US market share for the solutions that you are proposing?	Cooper Lighting LLC has been selling lighting products and solutions for over 100 years and has 15% of the US market share overall. Cooper Lighting LLC and Ephesus paved the way for the LED Sports Lighting Industry, leading the technological revolution for early adopters. We are the leaders when it comes to LED Sports Lighting. We share 20% of the overall market for Sports Lighting, and 35% of all LED Sports Lighting applications. We are constantly re-imagining the possibilities and will continue to set the trend with our dedication to R&D and NPI for the industry.	*
12	What is your Canadian market share, if any?	We have dedicated resources in sales and operations to service the Canadian Market. Cooper Lighting LLC has a long standing history within the market and the Ephesus brand own 18% of the Sports Lighting Market and 40% of the LED Sports Lighting Market in Canada. We continue to work with our existing agency and integrator partners to promote LED Sports Lighting.	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Not applicable.	*
14	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?	Cooper Lighting LLC is a manufacturer with dedicated sales and operational employees that work directly for the Ephesus brand. We also have a third party agency and integrator network. Below is our regional breakdown for servicing customers. The United States regions have been broken into West, Central, Gulf, Southeast and Northeast. Each of these regions has a support team consisting of a Business Development Manager (BDM), Project Manager (PM), Lighting Designer (LD), Inside Sales Representative (ISR) and Agents that develop and implement successful projects. The BDMs and Agents oversee creating relationships within the region while the inside support from the Lighting Designer, Project Manager and Inside Sales Representative create the blueprints, quotes, and construction plans to ensure smooth project implementation whether a site is new construction or retrofitting existing structures. Cooper Lighting has strategic partnerships through contracted 3rd party agents and integrators that extend our customer service outreach. Through our agent and integrator network we work with end users and specifiers to drive project development to stimulate the market. Our network also provides the local on demand resources needed to successfully implement projects. Our integrator relationships have resulted in highly trained and qualified electrical contractors available throughout the country to help successfully deploy turnkey solutions.	*
15	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.	Cooper Lighting LLC works with our contracted agency and integrator network throughout the project life cycle to ensure that all parties are properly certified and licensed to perform the expected work.	*
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	Not applicable.	*
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Fixtures/ Hardware/Entertainment Features/ Controls/ Services	*

Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Ephesus Sports Lighting Brand: 2014 – First to light NFL stadium with LED 2015 – Introduced color temperature tuning and wireless control technology 2016 – First stadium and arena lit with RGB LED technology 2017 – Introduced beam tuning technology 2018 – Deployed Lumadapt sports lighting with instant upgrade capability	*
19	What percentage of your sales are to the governmental sector in the past three	Ephesus Sports Lighting sales to the government sector in the past three years account for 45% of revenue.	*
20	What percentage of your sales are to the education sector in the past three years	Ephesus Sports Lighting sales to the education sector in the past three years account for 30% of revenue.	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	TIPS USA (Awarded Membership in 2019) - \$1M in Sales to Date Buy Boards (Awarded Membership 2019)	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Not applicable	*

References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *	
Budweiser Events Center	Tom Manning	970-619-4115	*
War Memorial at OnCenter (Syracuse Crunch Hockey Club)	Jim Sarosy	345-473-4444 ext. 132	*
Nassau Coliseum/NYCB Live	Frank O'Brien	631-325-1940	*

Top Five Government, Education or Non-profit Customers

Line Item 24. 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 *	
City of Chicago	Government	Illinois - IL	Provided designs, material and project management to upgrade city parks and rec to LED Sports Lighting.	\$50K - \$200K average	\$1.5M	*
City of Philadelphia	Government	Pennsylvania - PA	Provided designs, material and project management to upgrade city parks and rec to LED Sports Lighting.	\$50K-\$100K average	\$1.2 Million	*
Department of Defense- AirForce	Government	District of Columbia - DC	Provided designs, material and project management to upgrade bases with LED site lighting.	\$100K-\$1M average	\$7 Million	*
New York City	Government	New York - NY	Provided designs, material and project management to upgrade city parks and rec to LED Sports Lighting.	\$50K-\$100K average	\$1.5M	*
Department of Defense- Navy	Government	District of Columbia - DC	Provided designs, material and project management to upgrade bases with LED site lighting.	\$100K-\$250K average	\$1.5M	*

Ability to Sell and Deliver Service to Sourcewell Members

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if 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 *
25	Sales force.	The United States regions have been broken into West, Central, Gulf, Southeast and Northeast. Each regional has a Cooper Lighting LLC, Business Development Manager dedicated to stimulating the market. Each state and territory within each region also has a contracted territory agent that is dedicated to servicing the customers within their territory. A dedicated Cooper Lighting LLC Inside Sales Support Representative is there to help assist with customer service for both the BDM and agents within each state and region.
26	Dealer network or other distribution methods.	Cooper Lighting LLC uses contracted 3rd party agents and integrators throughout the US and Canadian markets. Each agent has sole rights to selling the Ephesus Sports Lighting products with in their territory and is supported by Cooper Lighting LLC sales and operational employees throughout the project process.
27	Service force.	Cooper Lighting LLC has a dedicated service team that is responsible for post-sale and installation customer satisfaction.
28	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.	Our service department is dedicated to resolving warranty related issues within a timely manner.
29	Identify any geographic areas that you will NOT be fully serving through the proposed contract.	Cooper Lighting LLC will service all SourceWell Members within the United States and Canada.
30	Identify any Sourcewell Member 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?	Cooper Lighting LLC will service all SourceWell Members within the United States and Canada.
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	Cooper Lighting LLC will service all SourceWell Members within Hawaii, Alaska and in US Territories.

Marketing Plan

Line Item	Question	Response *
32	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.	We plan to incorporate this contract into our pre-existing marketing strategies. At Cooper Lighting we are always marketing. The company realizes the importance of brand recognition and how the brand is being showcased and portrayed to potential customers. The direct employees of Cooper Lighting market the brand along with our contracted sales agents in their daily interactions within their regions. Cooper Lighting marketing utilizes traditional avenues including trade shows, conventions, printed media along with e-mail and phone campaigns. We hold sponsorships with MiLB, AHL, Spectra, SMG, IMG along with other various teams/organizations to leverage our position in the market place.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We have an online presence and take advantage of web press and media. We specifically market around when our existing customer venues are part of major sporting events such as the Final Four or Super Bowl. Cooper Lighting has a strong social media presence with LinkedIn and Twitter; where we share new technologies and specific projects when authorized to do so.
34	In your view, what is Sourcewell's role in pr Sourcewell- awarded contract into your sale	In our view, if a Sourcewell member is interested in an LED Sports Lighting project, we would want to be notified of an RFP, if not already actively engaged so that our products and services are in consideration for the project. We will actively promote our customers to have projects be processed through Sourcewell if awarded a contract.
35	Are your products or services available thr e- procurement system and how governmen	Not applicable.

Value-Added Attributes

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Part of every LED Sports lighting project we offer is a training on how to use the new system. The technology and controls are advanced, but with an on-site/remote tutorial by one of our qualified project managers, end users can quickly adapt to using the new system. We also offer service contracts for light level verification and system level health monitoring for an additional annual fee.	*
37	Describe any technological advances that your proposed products or services offer.	<p>Integral Power :</p> <p>Specifically designed and tested by Cooper Lighting for Ephesus technology, the integral driver is tested to rigorous standards at worst case ambient temperature (50C). Our integral power supply is the strongest component of our system in comparison to off-the-shelf power supplies that are used by all other sports lighting manufacturers. Our integral power ensures the best customer experience and takes full advantage of the benefits of LED solid-state technology.</p> <p>Thermal Isolation Plate:</p> <p>The aluminum interface plate is located between the power supply and light head to create an air to thermally isolate the power supply from the light head. The purpose of this plate is to ensure the heat generated by the light head does not impact the power supply and vice versa to ensure highest luminaire reliability.</p> <p>LED and LED Heatsink:</p> <p>The Chip on Board (COB technology) is the most highly reliable LED technology on the market today. The LED die is directly bonded to the substrate so there are no wire bonds or solder joints to wear out and fail catastrophically like other surface mount LEDs. Every other sports lighting manufacturer today is using surface mount technology, which makes their light heads the weakest link in the system and more susceptible to failure. The LED heatsink allows LEDs to operate at low temperature even in worst case ambient conditions. Thermal management of LEDs is critical for their long-term reliability and lumen maintenance. Our patented heatsink design ensures that the LED will continue to perform well beyond the warranty period.</p>	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>We care how we get our results just as much as the results themselves. Often, we talk about this as "Doing Business Right." Clear guidelines related to ethical behavior, safety requirements, and environmental practices are communicated to our employees worldwide.</p> <p>Many of our policies are outlined in our Corporate Social Responsibility Summary Document, which you can find at www.eaton.com/sustainability. This document summarizes our commitments regarding:</p> <ul style="list-style-type: none"> • Environment, Health, Safety, and Sustainability • Human Rights • Ethics & Financial Integrity • Supply Chain • Reporting Improper Behavior <p>Cooper Lighting's policy is that our operations be conducted in compliance with applicable environmental, health, and safety (EHS) laws and regulations, in keeping with good corporate citizenship and with a positive commitment to the protection of the natural and workplace environments.</p> <p>We engage with our suppliers on these issues as well. Cooper Lighting's supplier requirements and policies can be found at www.eaton.com/suppliers.</p> <p>We work hard on these topics and are pleased that we have received great recognition for this work. In 2015, Eaton was</p> <ul style="list-style-type: none"> • Recognized as a leader among S&P 500 companies on the CDP's Climate Disclosure Leadership Index for the seventh year. • One of Corporate Responsibility magazine's "100 Best Corporate Citizens," 2007-2015. • Ranked 22nd on the list of Top 500 Enterprises for China Corporate Social Responsibility 2015 for energy innovation and sustainable development. • Received a perfect score of 100 percent on the Human Rights Campaign Foundation's 2016 Corporate Equality Index (CEI). 	*
39	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.	We design and test our products to DLC (DesignLight Consortium) standards. Part of our NPI is getting our products certified DLC compliant.	*
40	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.	Not applicable.	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	Cooper Lighting LLC is the technology leader in solid state LED Sports Lighting and offers unique product features that aren't offered by our competitors. We are the only company that offers an all in one product to the end user that has integrated Drivers/RGB/ Beam Tuning and Color Tuning as options. We build our fixtures to not only apply to white light sports lighting applications but to bring fan entertainment to the masses. We also offer web based health monitoring on a system level that allows facility/site operators to have the Intel and insight into their system at a push of button.	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	We currently service Canada and intend to continue to do so with the Sourcewell contract.	*

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 *	
43	Do your warranties cover all products, parts, and labor?	Cooper Lighting LLC offers the industry standard 10 year parts warranty. We work through third party agents and integrators that extend this coverage on the labor	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Not applicable.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Cooper Lighting LLC standard warranty is for material only. If a labor warranty is purchased through a third party this is an optional adder at the time.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	Service and repair is not part of our standard warranty. It is offered as an additional option.	*
47	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?	Third party materials that are part of our proposal are passed on to the original equipment manufacturer.	*
48	What are your proposed exchange and return programs and policies?	Our products are made to order, we do not accept returns.	*
49	Describe any service contract options for the items included in your proposal.	We offer post installation project management service contracts that cover light level verification and system level health monitoring. These are offered at an additional charge.	*

Payment Terms and Financing Options

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	Net 60 - Customers Net 90 - Vendors	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Not applicable	*
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	All orders are processed internally through Cooper Lighting LLC. If awarded a Sourcewell contract, we will create promo codes tracking each Sourcewell project and report according to the RFP for all contract applicable projects. We propose to pay 1% of the total purchase order to Sourcewell as part of the contract, we will pay this on a per project basis.	*
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Not applicable.	*

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 Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
54	Describe your pricing model (e.g., line-item discounts or product- ca materials (if applicable) in the document upload section of your res	Uploaded in the document section.
55	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.	5% discount off of MSRP for Sourcwell Members
56	Describe any quantity or volume discounts or rebate programs that you offer.	Not applicable.
57	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.	"Sourced" products or related services that aren't included on the pricing sheet uploaded in the document section will be entered at cost plus 15%
58	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.	Pricing submitted includes all products and offerings at this time. Services not part of this submission and sourced at a later date by qualified parties, will result in the at cost plus 15% fee. An exception to this is the cost of installation. The majority of our customers decide to hire this out on their own, we are typically a material only quote. We offer this service through integrators and include price not to exceed figures, within reason, on our pricing sheet uploaded in the documents section.
59	If freight, delivery, or shipping is an additional cost to the Sourcwell Member, describe in detail the complete freight, shipping, and delivery program.	Shipping is included on orders \$5,000 and above.
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Same applies for Canada and offshore US deliveries: shipping is included on orders \$5,000 and above.
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Standard delivery options.

Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Audit and Administrative Fee

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell Members 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 Sourcwell.	If awarded a contract, Cooper Lighting LLC will work with Sourcwell staff when applicable to get purchasing compliance letters issued to customers during the quote to order stage. We will cross reference all issued pricing to make sure that Sourcwell Members receive their discounted rate. We will implement promo codes to track each order through our accounting system to keep a record of all member purchase orders and to ensure proper administrative fees are remitted to Sourcwell.
64	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell 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.)	Upon awarded contract as an approved vendor, Cooper Lighting agrees to pay 1% of total purchase orders processed through Sourcwell on a per project basis. Sourcwell must provide purchasing compliance letters to Cooper Lighting LLC and Sourcwell members as a documented facilitator to receive 1% administrative fee.

Industry Specific Questions

Line Item	Question	Response *
65	Describe the average life span of your sports lighting systems?	Our products are rigorously tested throughout the NPI development process and have an L70 rating of 100,000 hours or more.
66	Describe your process for evaluating on field and off site glare for your sports lighting products?	We have an entire paper dedicated to how we address glare in solid-state lighting that can be Addressing- Glare.pdf
67	How many LED sports lighting fixtures, within approx. 1,000 fixtures, do you currently have installed in the marketplace?	We currently have approximately 150,000 LED Sports Lighting Fixtures in the marketplace today.
68	Are there any additional or on-going fees in regards to the operation of your lighting control system?	We offer entertainment features that have the option of being purchased on a monthly basis.
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Promo codes will track each project and we will look at the overall Sourcewell member purchase orders on a bi-annual basis to review success of the contract.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text

Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - Financial Strength and Stability (optional)
 - Marketing Plan/Samples (optional)
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Ephesus-Standard-Warranty-0518A.pdf - Tuesday July 16, 2019 10:04:06
 - [Pricing](#) - Sourcewell Pricing Sheet RFP071619.pdf - Tuesday July 16, 2019 10:08:41
 - [Additional Document](#) - Ephesus RFP Reponse_Sourcewell RFP071619.pdf - Tuesday July 16, 2019 12:54:58

**AMENDMENT #1
TO
CONTRACT #071619-CPL**

THIS AMENDMENT is by and between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Cooper Lighting LLC**, 125 East Jefferson Street, Syracuse, NY 13202 (Vendor).

Vendor was awarded a Sourcewell Contract for Sports Lighting with Related Supplies and Services effective September 19, 2019, until August 27, 2023, relating to the provision of services by Vendor and to Sourcewell and its Members (Original Contract).

In the first quarter of 2020, Signify N.V. acquired Cooper Lighting from Eaton. This acquisition does not affect the ability of Vendor to maintain its contract with Sourcewell, but certain references within the Original Contract to Eaton should now be read and referred to Signify.

The parties agree that certain terms within the Original Contract will be amended, but only to the extent as hereunder provided.

IN CONSIDERATION OF the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.
2. The reference in the Original Contract to "Eaton Industrial Corporation" should be omitted and replaced with "Signify North America Corporation."
3. All references in the Original Contract to the e-mail address of Gabe Hough will be replaced with gabe.hough@cooperlighting.com.
4. All references in the Original Contract to the e-mail address of Michael Quijano will be replaced with michael.quijano@cooperlighting.com.

Remainder of page intentionally left blank.

- 5. The e-mail address referenced in Article 2. Equipment, Products, or Services, F. Warranty Activation/Service Claims, is deleted and replaced with the following: Ephesuswarranty@cooperlighting.com, and the telephone number is deleted and replaced with: 800-573-3600.

IN WITNESS WHEREOF, the parties have executed this Amendment.

Sourcewell

DocuSigned by:
 By: Jeremy Schwartz
 AuthC...C0FD2A139D06489...

Jeremy Schwartz
 Name – Printed

Title: Director of Operations & Procurement/CPO

Date: 4/27/2020 | 12:23 PM CDT

Cooper Lighting LLC

By: [Signature]
 Authorized Signature

Kraig Kasler
 Name – Printed

Title: President

Date: April 27, 2020

Sourcewell-APPROVED:

DocuSigned by:
 By: Chad Coauette
 AuthC...7E42B8F817A64CC...

Chad Coauette
 Name – Printed

Title: Executive Director/CEO

Date: 4/27/2020 | 1:22 PM CDT



S P O R T S L I G H T I N G

NEVER GIVE UP.

FEATURING  ephesus

Networked LED Sports Lighting Informative Packet

Prepared for Panama City Beach Parks and Recreation

January 09, 2023





January 09, 2023

**Cheryl Joyner
 Director – Parks & Recreation
 16200 Panama City Beach Pkwy.
 Panama City Beach, FL 32413**

FR: Ivy J. Davis, Jr. / Mike Lorenz NGU Sports Lighting, LLC.

Sourcewell Contract Number: 071619-CPL (Cooper Lighting, LLC).

RE: Networked LED Sports Lighting Informative Packet for Panama City Beach Parks & Recreation Department (Frank Brown Park)

Panama City Beach Parks & Recreation Department (PCB) has expressed interest in learning more the about our networked LED sports lighting solutions. NGU is pleased to provide you with an offer of business for the Frank Brown Park located in Panama City Beach, FL.

NGU will provide a new, solid-state LED sports lighting system for the festival grounds. NGU intends to provide a turnkey system with material, installation, and project management services. This system will incorporate a wireless communication system (AirMesh) with remote control programming for up to eight standard or dynamic scenes and includes operational training.

The new system will utilize the Lumasport 8 fixture, mounting hardware, AirMesh wireless control system, and a 10-year equipment and service warranty (including yearly maintenance) covering the LED fixtures.

Bill OF Material

Festival Park

PART	DESCRIPTION	QUANTITY	LEAD TIME
Fixture	Lumasport-8 (640 LED Watts)	131	8-10 weeks
Poles & Cross arms	60’ direct embedded steel poles & prewired cross arms with drop cables & distribution boxes	17	
Lighting Design	Stamped and signed foundation	1	
Controls	Air Mesh Hub	1	
Warranty	10-years (Parts & Service)	1	
Construction Time		1	8 weeks

Program Highlights

Comprehensive project management: FPL Energy Services will provide project management services and work with NGU throughout the planning, implementation and completion phases of the project to ensure project execution exceeds expectations.



- Complete support throughout all project phases: Our project management process will be transparent, and PCB can expect our best-in-class service; including photometric lighting design.
- **Full Lighting Control:**
 - 120VAC Air Mesh Hub (Includes Dynamic Scenes Firmware Package)
 - Full training of personnel on new system provided by NGU.
- **Maintenance convenience:**
 - Under our contract, NGU is responsible for maintenance costs for 10 years,
- **Timeline:**
 - LED conversions will be replaced within months from signing contract; materials will be on-site within 10 weeks.
- **Provide and install all necessary labor, materials, and equipment required for a complete replacement of fixtures**
 - Demolition and proper disposal/recycling of existing lamp and fixtures

Program Highlights

LED SPORTS LIGHTING Program (Festival Area) – to include, but not limited to the following:

- Full lighting audit of service area
 - Aiming of the fixtures
- Removal and disposal of existing fixtures
- Installation of new LED lighting fixtures
- Installation of new poles (Festival Park), cross arms and fixtures per design(s) including mounting hardware, where applicable. Underground electrical (trenching, conduit, wiring) for new and shifted pole locations included.
- Installation of wireless communication system (AirMesh)
 - Includes remote programming for up to eight lighting scenes
- Project management services by FPLES, including coordination with the customer
- Commissioning of fixtures
- End-user controls training
- 10-Year product warranty on Fixtures
- 10-Year maintenance coverage

Program Pricing:

MSRP: \$ 1,155,000.00

PCB Pricing: **\$ 1,097,250.00**

System Benefits

The system has the following key benefits:

- **Operational Efficiency** - The Lumasport system generates over 140 lumens of light per watt of power – making it the most energy efficient sports system in the marketplace.
- **System Reliability** – Designed and manufactured to the highest reliability standards in the marketplace – the Lumasport is a dual driver system. Simply put – if one driver fails the fixture will maintain luminance. The system also uses chip on board innovation which has a much higher performance reliability than the soldered LED chip method used by other manufacturers.
- **Ease of installation** – FPLES will fully support you in your installation efforts by providing a qualified project manager to give you the necessary information to be successful. Our system will come prewired, pre-installed and pre aimed.
- Approximately 25% more efficient than the current system
- Wide range of capabilities through control system
- Internal patented glare control optics
- High CRI

Pricing Notes:

- o Pricing above is valid for 60 days from quote delivery date
- o Payment terms: 50% net 10 days after order; 35% net 10 days after material shipped. 15% net 30 after system is installed
- o Implementation of contracting through SourceWell.
- o Pricing does not include sales or use tax
- o Poles have been designed to 150 mph AASHTO 2013. If there are other city/county building codes to adhere to, please advise and pricing will adjust accordingly.
- o Foundation design(s) required. We base the design on *owner provided* geotechnical reports/soil boring logs.
- o Installation does not account for subsurface issues such as shallow water table, hitting concrete or metal objects, slurry drilling conditions.
- o Permitting, or other local ordinance project-related fees are omitted,

Conclusion

NGU's Sports Lighting Networked LED LaaS program utilizes our existing construction and maintenance infrastructure, along with our LED lighting supply chain, to convert your current sports lighting system at Frank Brown Park to a proposed 131 lighting fixture system (Festival Park), including new poles for the festival area – within an estimated five-month period (from contract award). The execution of the contract will be through the Sourcewell platform to aid in the procurement process for PCB reflecting over a **5% savings** from the MSRP. Lastly, by utilizing the proposed lighting system, PCB would implement a system that is roughly 25% more efficient than your current system.

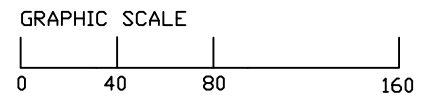


Symbol	Qty	Label	Lum. Lumens	LLF	Description	Lum. Watts	Total Watts	Mounting Height
□	81	4S	89596	0.950	EPH-LS-08-0640L-57-70-4S	681	55161	60
□	50	5S	90904	0.950	EPH-LS-08-0640L-57-70-5S	681	34050	60

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min	CV
Additional	Illuminance	Fc	6.08	17.4	0.9	6.76	19.33	0.70
Festival Area	Illuminance	Fc	10.15	30	2	5.08	15.00	0.57
Field 1	Illuminance	Fc	20.52	29.0	12.0	1.71	2.42	N.A.
Field 2	Illuminance	Fc	20.53	30.0	12.0	1.71	2.50	N.A.
Track	Illuminance	Fc	9.46	17.0	5.0	1.89	3.40	N.A.

A1 - A4 @ 60' = 6 FRONT + 2 BACK
 B1 - B4 @ 60' = 6 FRONT + 4 BACK
 C1 - C2 @ 60' = 4 FRONT + 4 BACK
 D1 - D6 @ 60' = 6 FRONT
 E1 @ 60' = 6 FRONT + 1 BACK

17 POLES TOTAL AT 60'



THIS IS NOT A CONSTRUCTION DOCUMENT

NOTICE: THIS DRAWING IS THE EXCLUSIVE PROPERTY OF NGU SPORTS LIGHTING LLC. ITS ACCEPTANCE CONSTITUTES AGREEMENT THAT THE DRAWING WILL BE TREATED AS CONFIDENTIAL. IT IS TO BE RETURNED UPON REQUEST AND IS NOT TO BE COMMUNICATED, DISCLOSED, OR COPIED EXCEPT AS EXPRESSLY AUTHORIZED BY NGU.

THE INTENT OF THIS LIGHTING LAYOUT IS TO SUGGEST THE BEST UTILIZATION AND THE PERFORMANCE OF EPHEBUS LUMINAIRES REPRESENTED HERE. IT WAS BASED UPON INFORMATION PROVIDED TO NGU SPORTS LIGHTING, LLC AND ANY VARIATION FROM DESIGN TO INSTALLATION MAY AFFECT THE EXPECTED RESULTS.

2401 PGA Blvd, Suite 110
 Palm Beach Gardens, FL 33410
www.NGUsportlighting.com
 Phone: 1-855-NGU-LEDS

Passion and Commitment exclusively for Ephesus LED Sports Lighting

**FESTIVAL PARK
 PANAMA CITY BEACH
 20 AVERAGE FC FOOTBALL , 10 FC OTHER
 ALL LUMINAIRES AT 60'**

DESIGNED BY H. JOHNSON, LC	DATE 12/6/2022	SCALE 1" = 80'	DRAWING NUMBER LD22533E
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Project		Catalog #		Type	
Prepared by		Notes		Date	



Ephesus

LUMASPORT 8

White LED Sports & Entertainment Luminaire

Typical Applications

Pro Arenas • University & Collegiate Arenas • University & Collegiate Stadiums • Multi-Event & Convention Centers • Gymnasiums & Field Houses

Interactive Menu

- Dimensional Details [page 1](#)
- Ordering Information [page 2](#)
- Dimensional and Mounting Details [page 3](#)
- Visor (VHE) Configuration [page 4](#)
- Performance Data [page 5](#)
- Optical Performance Data [page 6](#)
- Ordering Information for Accessories [page 8](#)
- Accessory Dimensions and Part Details [page 9](#)
- Example System Topology [page 12](#)

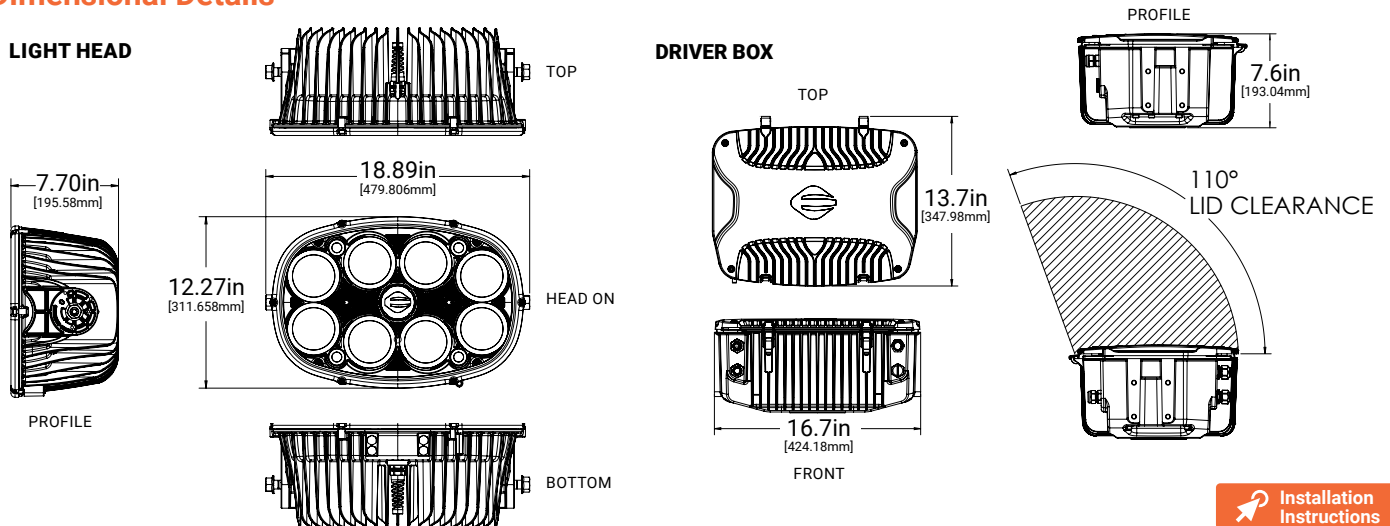
Product Certification



Top Product Features

- 55,000 or 90,000 lumen output options
- Glare and cutoff control via Hybrid Reflector and TIR Optical System
- Reduce install time with pre-aimable two-piece assembly
- Virtually eliminate maintenance with power redundancy
- Industry leading light source reliability with Chip-on-Board LEDs
- Greater than 92% lumen maintenance at 55,000 hours
- Wireless AirMesh, Wired DMX or sACN controls options to suit your needs
- [Impact Resistant Glass](#) option protects from vandalism and prevents down time in the event of impact to the glass.

Dimensional Details



[Installation Instructions](#)

Order Information

NOTE: A complete fixture order requires a selection entry for **Brand, Family, Model, Power Configuration, Color, CCT, CRI, Optic, Light Head Cable (DC), Voltage, Control, Mount Configuration, Power Cable (AC), Options, Packaging, & International Option.**

SAMPLE ORDER NUMBER: EPH-LS-08-0320L-BLK-40-70-1S-C04-HV-LB-LY-A00-HEG-BP-ST

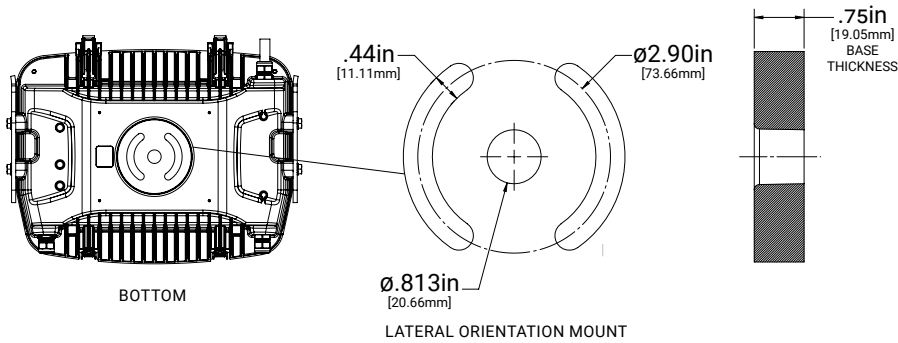
Brand	Family	Model	Power Configuration	Color	CCT	CRI	Optic	Light Head Cable (DC)
EPH = Ephesus	LS = Lumasport	08 = 8 Optics	0320L = 320W Local Power ¹ 0640L = 640W Local Power ¹	BLK = Black WHT = White	40 = 4000K 50 = 5000K 57 = 5700K	70 = 70 CRI 80 = 80 CRI	1S = NEMA 3 17.5 33.3 2S = NEMA 3 21.9 40.2 3S = NEMA 3 25.4 45.7 4S = NEMA 4 36.0 64.4 5S = NEMA 5 46.6 82.6 7F* = NEMA 7 72.5 131.0	C04 = 4ft Cable, Standard C10* = 10ft Cable, Catwalk Bracket
			Notes: (1) Local Power means that the light head is attached to the driver box with the yoke or pendant mount.	Notes: (2) Not coastal rated. Contact Ephesus for coastal fixture options.			Notes: (3) Optic = NEMA TYPE; BEAM ANGLE; FIELD ANGLE. Additional optical performance data within spec sheet. (4) 7F = NEMA 7 Optic only available with 0320L = 320W Local Power configuration.	Notes: (5) DC Cable connecting the light head to the driver box. (6) C10 = 10ft Cable is intended to be used with the Ephesus Catwalk Bracket

Voltage	Control	Mount Configuration	Power Cable (AC)	Options	Packaging	International Option
LV = Low Voltage HV = High Voltage	NC = No Control AM = Wireless AirMesh LB = Wired DMX	LY = Local Yoke LP = Local Pendant	A00 = No Cable, Standard A04 = 4ft Cable A10 = 10ft Cable A15 = 15ft Cable	HEG = No Visor High Efficiency Glass Lens VHE = Visor High Efficiency Glass Lens IRG = No Visor Impact Resistant Glass Lens VIR = Visor Impact Resistant Glass Lens	BP = Bulk Pack	ST = Standard
			Notes: (7) AC Cable connecting the Driver Box to the electrical power source.			

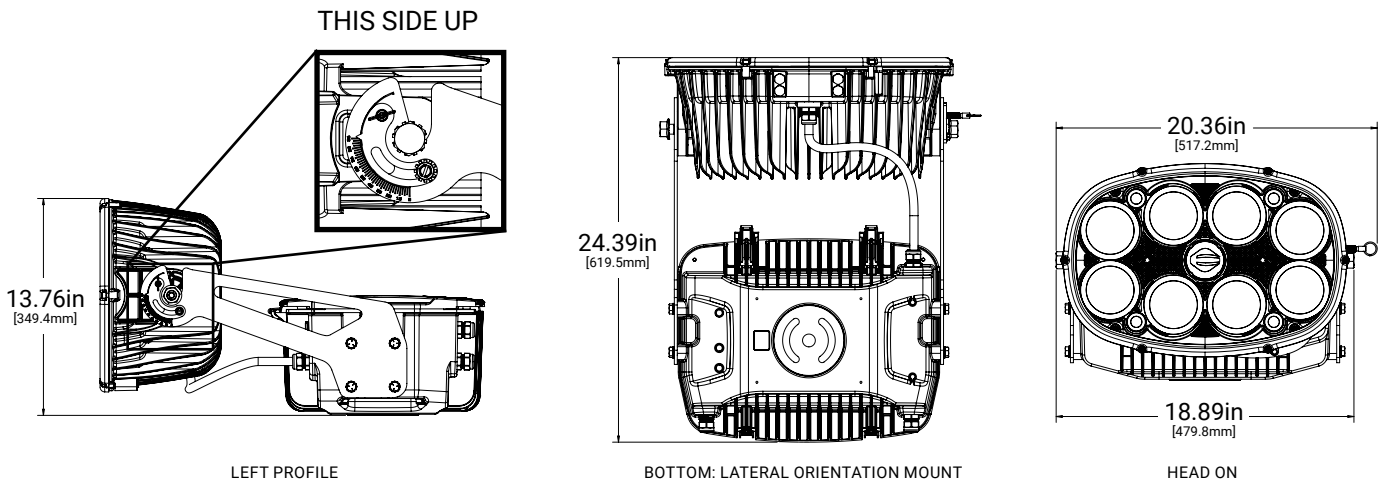
DesignLights Consortium® Qualified. Refer to www.designlights.org Qualified Products List under Family Models for details

Dimensional and Mounting Details

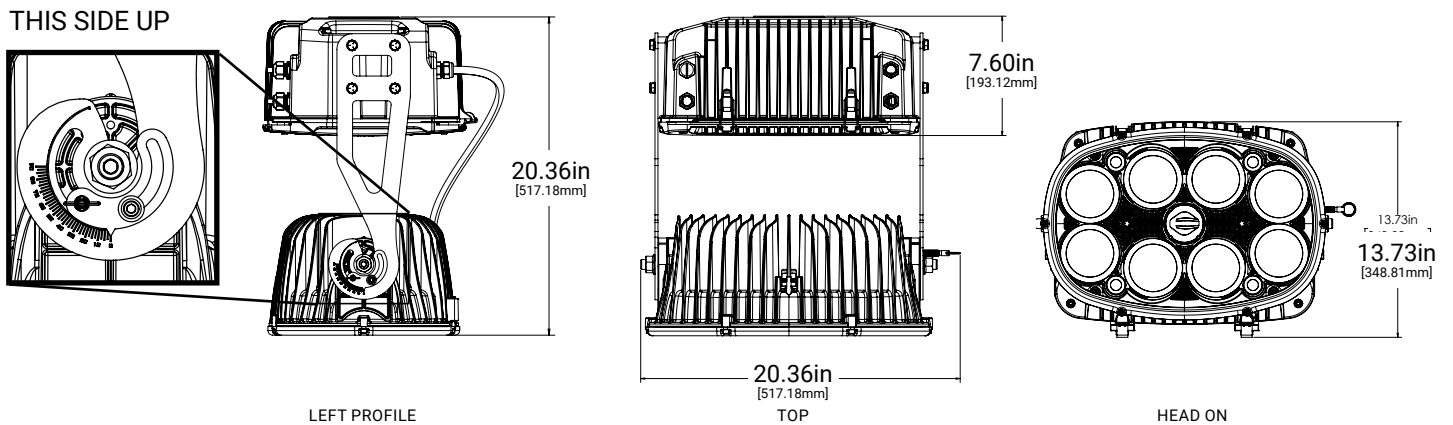
MOUNTING: DRIVER BOX



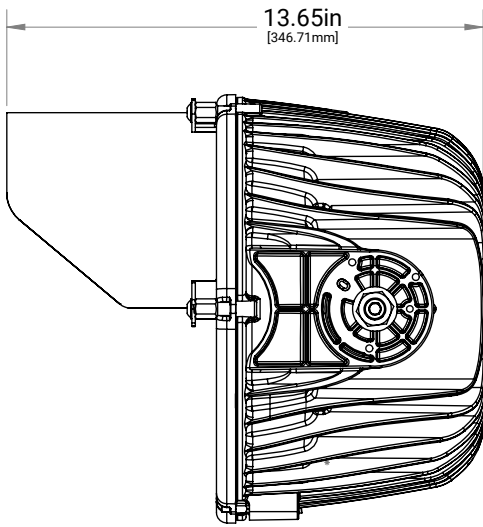
MOUNTING CONFIGURATION: LOCAL YOKE



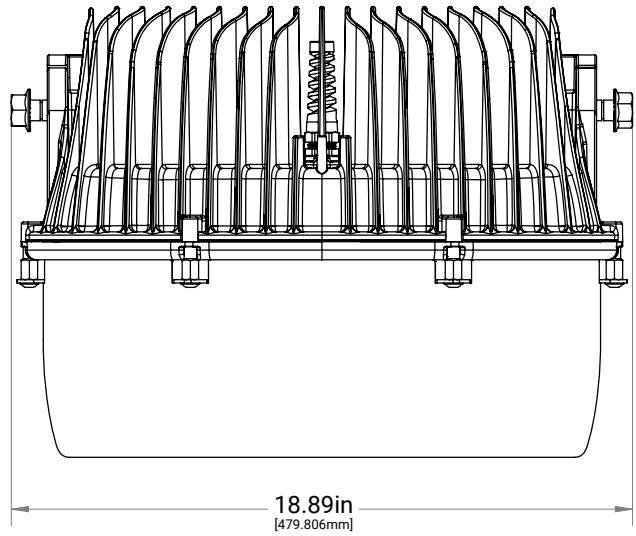
MOUNTING CONFIGURATION: LOCAL PENDANT



VHE & VIR Visor Option



LEFT PROFILE: VISOR



TOP: VISOR

NOTES:

The addition of a visor adds 1lb of material to the luminaire weight.

Performance Data¹

	LUMASPORT 8 (320W)	LUMASPORT 8 (640W)
Lumen Output Range ²	48,303 - 55,419lm	80,572 - 92,929lm
Nominal Power ³	340W	680W
Input Voltage (Low Voltage)	120-277VAC	120-277VAC
Input Voltage (High Voltage)	347-480VAC	347-480VAC
Efficacy Range ²	140.4 - 163.5 lm/W	117.5 - 139.3 lm/W
CRI ⁴	70, 80	70, 80
TLCI ⁵	75	75
CCT Range	4000K, 5000K, 5700K	4000K, 5000K, 5700K
Distribution (NEMA)	3-5, 7	3-5
Dimming Range	DIM TO OFF, 10%-100%	DIM TO OFF, 10%-100%
Operating Temperature Range	-40°C to +40°C	-40°C to +40°C
Usage	INDOOR, OUTDOOR ⁶	INDOOR, OUTDOOR ⁶
Mounting Options (3G RATED)	LOCAL YOKE; LOCAL PENDANT	LOCAL YOKE; LOCAL PENDANT
Electrical Certifications	FCC, UL8750, UL1598, DLC Standard (NANQSV)	FCC, UL8750, UL1598, DLC Standard (NANQSV)
Environmental Certifications	ANSI C136.31-2010 3G, IP66, NEMA4X ⁷	ANSI C136.31-2010 3G, IP66, NEMA4X ⁷
Surge	10kV	10kV
Effective Projected Area (EPA)	1.8 (sq. ft.)	1.8 (sq. ft.)
Effective Projected Area (EPA) with Visor (VHE) ⁸	1.8 - 2.5 (sq. ft.)	1.8 - 2.5 (sq. ft.)
Approximate Weight ⁹	67.5 LBS	71.5 LBS

NOTES:

- (1) Specifications are subject to change without notice.
- (2) Refer to Optical Performance Data.
- (3) Values are +/- 4% when fixture is operated at 25°C ambient
- (4) Values are +/- 2%
- (5) Values are +/- 3 points.
- (6) When driver box is mounted in upright position.
- (7) Light head meets NEMA4X Certification
- (8) EPA may vary depending on the aiming angle of the fixture.
- (9) Weight may vary depending on mounting bracket, VHE Visor option, light head and driver box selection.

Electrical Performance Data

Product	Input Voltage Range (VAC)	Nominal Input Power (W)	Input Current (A)	Power Factor (>60% Load)	THD (>60% Load)	Inrush (A2s)	Inrush period (ms)	Peak Inrush (A)
LS-8-320	120-277	340 (365 Max)	1.3 - 3.0 (4.0 Max)	> 0.9	< 20%	1.9	3.52	150
	347-480	340 (365 Max)	0.7 - 1.0 (1.5 Max)	> 0.9	< 20%	3.87	1.77	70
LS-8-640	120-277	680 (740 Max)	2.5 - 5.9 (8.0 Max)	> 0.9	< 20%	3.8	3.52	300
	347-480	680 (740 Max)	1.5 - 2.0 (3.0 Max)	> 0.9	< 20%	7.74	1.77	140

Project		Catalog #		Type	
Prepared by		Notes		Date	



Ephesus

AirMesh Hub

Wireless Lighting System Controls

Typical Indoor/Outdoor Applications

- Professional Stadiums & Arenas • University/Collegiate Stadiums & Arenas
- K-12 Stadiums & Arenas • Game Fields • Practice Fields • Multi-use Recreational & Municipal Fields • Public Assembly & Convention Centers
- Gymnasiums & Field Houses • Unmanned Sports Facilities

Interactive Menu

- AirMesh Hub [page 1](#)
- Product Overview [page 2](#)
- Dynamic Scenes [page 3](#)

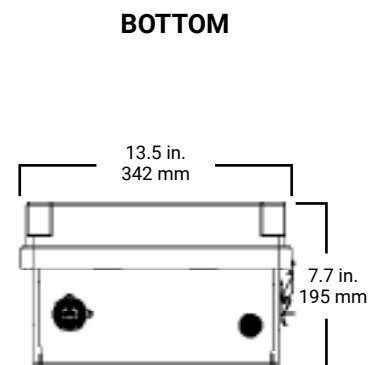
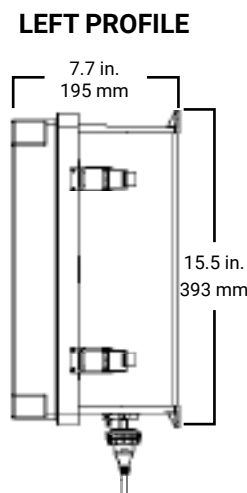
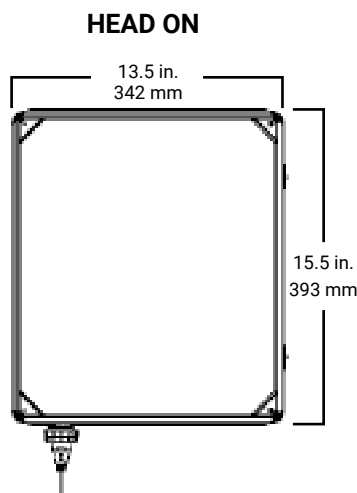
Product Certification



Top Product Features

- Can be installed anywhere you need wireless, push-button control
- Five-button, pre-programmed switch provides easy control of all lights at specified dimming levels (0%, 25%, 50%, 75%, 100%)
- Can communicate via LAN connection, Wi-Fi, or through a cellular network*
- Weather-protected for outdoor venues
- Includes internal surge protection
- Enables Static and Dynamic Scenes

Dimensional Details



Due to our continuous improvement efforts, specifications are subject to change without notice.
*Cellular and/or data charges may apply



Product Overview

The AirMesh Hub is an Ephesus component that can be installed anywhere you need wireless push-button lighting control, such as municipal ballparks, hockey arenas, basketball facilities, and other multi-use complexes. The AirMesh Hub is easy for certified electricians to install in both indoor and outdoor applications that's contained in the NEMA 4X enclosure. The 5-button 25 scenes (5 per button) controller allow for local manual access to facility lighting across specific zones or over the entire lighting installation. The AirMesh Hub enables quick and simple access to a switch station that can be programmed with unlimited options to meet the needs of the end-user.

AirMesh Hub Specifications

Dimensions	15.5" x 13.5" x 7.7" (393 x 342 x 195 mm)
Input Power	Outdoor rated power supply 90-120VAC; 8W max, 6kV surge protection
Operating Environment	Outdoor rated at -20°C to +55°C, IP65 (when latched)
Cellular	Verizon 4G LTE
Wi-Fi	802.11 b/g/n
Radio	SNAP 2.4GHz 802.15.4 Wi-Fi 2.4GHz 802.11 b/g/n
Certifications	FCC/IC; Tested to CAN/CSA C22.2 No. 60950-1/A2:2014 and UL 60950-1/R:2014-10
Ratings	IP65 ^{1,2}

AirMesh Function

AirMesh Function	Description
Maximum number of lights controlled by hub	Up to 1000
Maximum distance of fixture from location of hub	500 feet
Maximum allowable distance from one fixture to next	500 feet
Maximum number of programmable pre-set scenes	25 (5 per button)
Individual light control	Preprogrammed via 5-button hub. Additional scenes and light control obtained via web interface with hub
Health monitoring³	Real-time monitoring of lighting status at the fixture and system level, outage notifications, storage of power consumption, temperature and other system parameters which can be retrieved for later analysis*
Remote Connectivity	Web interface can be accessed by direct Wi-Fi connection or through internet via Ethernet or built-in cellular*
Alerts	Email alerts available when connected to internet via Ethernet or built-in cellular*
Users	User and administrative accounts with multiple permission levels available
Sensors	Voltage-sourcing sensors can be added to the system to turn lights on/off with daylight or occupancy sensors. Multiple output levels in response to light sensors (daylight harvesting)
Map View	Ability to view light state (on/off/ alarm) in graphical map/satellite view
Scheduling	Ability to schedule recurring events at fixed times or based on astronomical clock
Compatibility	Ability to add control modules to existing lighting fixtures to add Air-Mesh functionality to entire facility

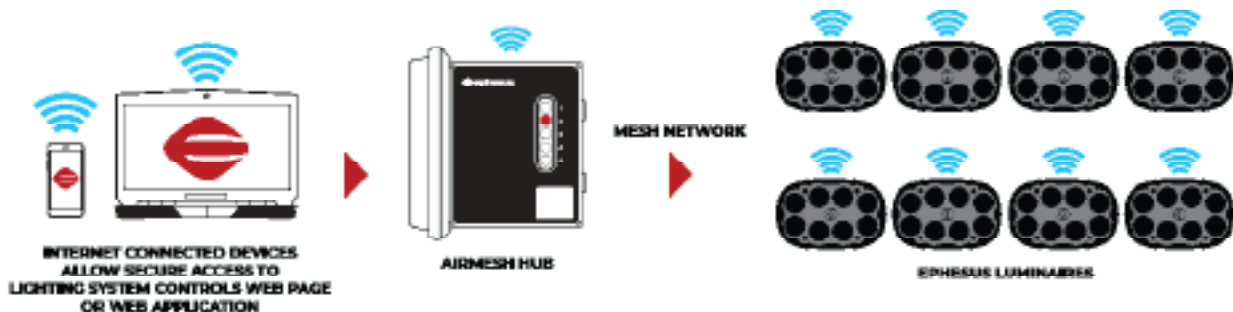
Notes:

Due to our continuous improvement efforts, specifications are subject to change without notice.
¹To maintain IP rating of the unit, it must be installed with a IP65/NEMA 4X fitting at the power and ethernet entry points
²The AirMesh Hub holds a rating of IP65 for outdoor when the door is latched and all entry ports (power and Ethernet) are properly sealed. Failure to properly seal entry ports and latch the door will void the IP65 rating.
³Refer to the functionality of your Ephesus fixture for health monitoring capability.

Example System Topology (Wireless AirMesh Controls)

Example system topology showing the LUMASPORT System in a Wireless AirMesh Control Installation.

Note: Laptop or mobile device not included. A cellular network connection requires a cellular carrier network plan.



AirMesh Dynamic Scenes

The AirMesh Hub control system can provide dynamic scenes and effects. You can easily create an unlimited combination of static scenes. For example, create scenes to spotlighting national anthems, player introductions, intermissions, blackout your venue, maintenance and egress lighting scenes.

Ephesus Fixture	Luminaire Type	Static Scenes	Dynamic Scenes
LUMASPORT 8 	White LED	<ul style="list-style-type: none"> • ON/OFF • Dim 10-100% • Blackout • Individual Light Fixture Control • Unlimited Programmable Static Scenes 	<ul style="list-style-type: none"> • Paparazzi [Standard & Fast] • Sparkle [Standard & Fast] • Random
LUMASPORT 16 	White LED	<ul style="list-style-type: none"> • ON/OFF • Dim 10-100% • Blackout • Individual Light Fixture Control • Unlimited Programmable Static Scenes 	<ul style="list-style-type: none"> • Paparazzi [Standard & Fast] • Sparkle [Standard & Fast] • Random
PRISM RGBA 	RGBA Color LED	<ul style="list-style-type: none"> • ON/OFF • Dim 0-100% • RGBA Color Mixing • Blackout • Individual Light Fixture Control • Unlimited Programmable Static Scenes 	<ul style="list-style-type: none"> • Paparazzi With Color [Standard & Fast] • Pinwheel With Color • Pinwheel 5 With Color • Sparkle With Color [Standard & Fast] • Random With Color
ALL FIELD 	White LED	<ul style="list-style-type: none"> • ON/OFF • Dim 0-100% • Blackout • Individual Light Fixture Control • Unlimited Programmable Static Scenes 	<ul style="list-style-type: none"> • Paparazzi Standard & Fast] • Pinwheel • Pinwheel 5 • Sparkle [Standard & Fast] • Random
LUMADAPT 8 	Integrated White / RGBA Color LED	<ul style="list-style-type: none"> • ON/OFF • Dim 0-100% • RGBA Color Mixing • Color Temperature (CCT) Tuning • Beam Angle Tuning • Blackout • Individual Light Fixture Control • Unlimited Programmable Static Scenes 	<p>White & RGBA Light</p> <ul style="list-style-type: none"> • Paparazzi [Standard & Fast] • Sparkle [Standard & Fast] • Random



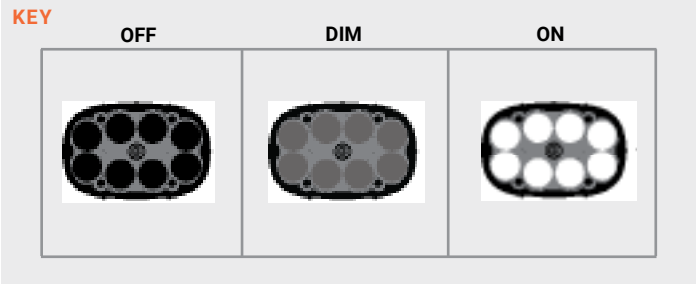
LUMASPORT 8

Dynamic Scenes

White LED

Lumen(lm) Output:

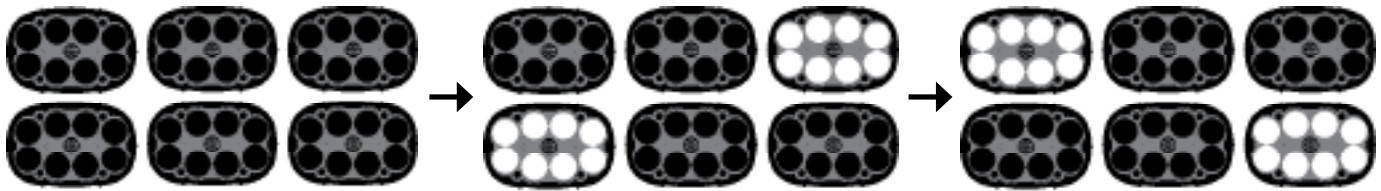
55,000 & 90,000



Paparazzi [Standard & Fast]¹

Each light illuminates briefly in a random manner that resembles paparazzi flash bulbs.

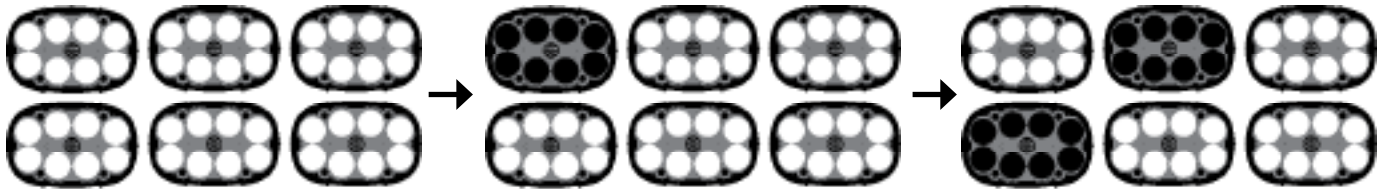
When entering this mode, all fixtures will immediately turn **OFF**. Fast paparazzi fires faster than standard paparazzi.



Sparkle [Standard & Fast]²

Each light illuminates briefly in a random manner mimicking a glittery, sparkling appearance.

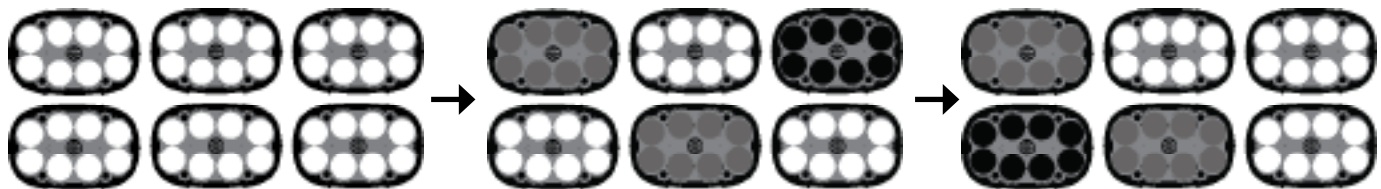
When entering this mode, all fixtures will immediately turn **ON**. Fast Sparkle fires more rapidly than standard sparkle.



Random

Lights illuminate throughout the installation in a random manner.

All fixtures will immediately turn **ON** to a random dimming level between 0 and 100%. Every 100 milliseconds, each fixture will change to another random dimming level.



Unless otherwise stated for a particular scene affects independently and the scene will remain in operation until another scene or mode of operation is selected.

¹For each flash period, a light will have a 10% chance of turning on under Paparazzi, and a 20% chance under Fast Paparazzi. For each flash period, a light will have a 10% chance of turning on under Paparazzi, and a 20% chance under Fast Paparazzi.

²For each flash period, a light will have a 10% chance of turning on under Sparkle, and a 20% chance under Fast Sparkle.

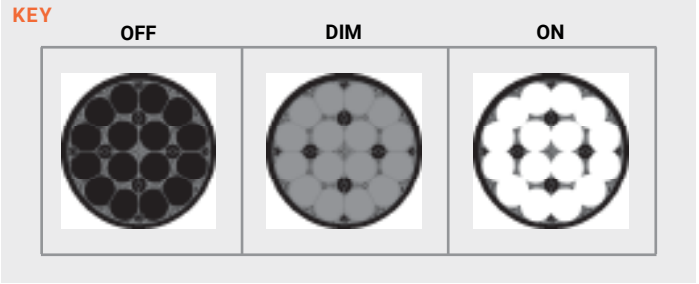


LUMASPORT 16

Dynamic Scenes

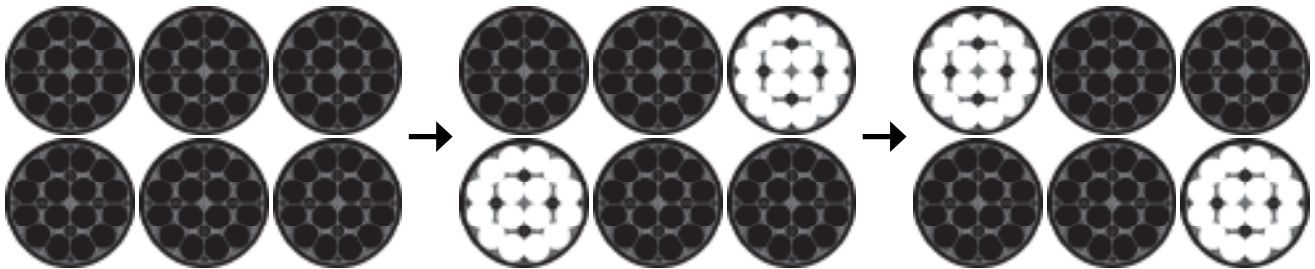
White LED

Lumen(lm) Output: 150,000



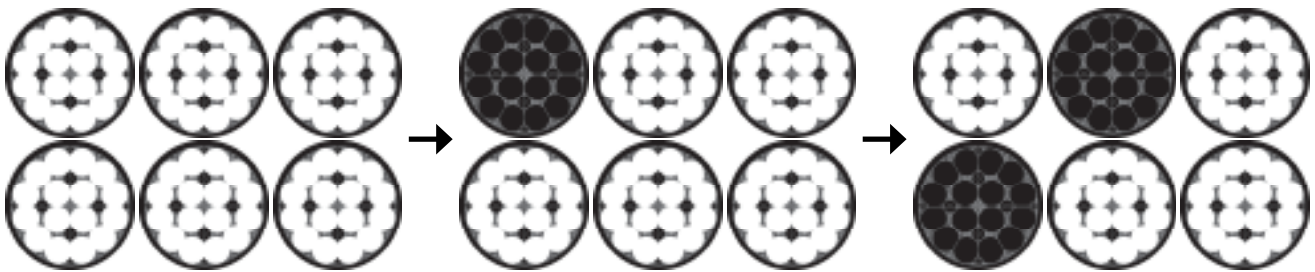
Paparazzi [Standard & Fast]¹

Each light illuminates briefly in a random manner that resembles paparazzi flash bulbs. When entering this mode, all fixtures will immediately turn OFF. Fast paparazzi fires faster than standard paparazzi.



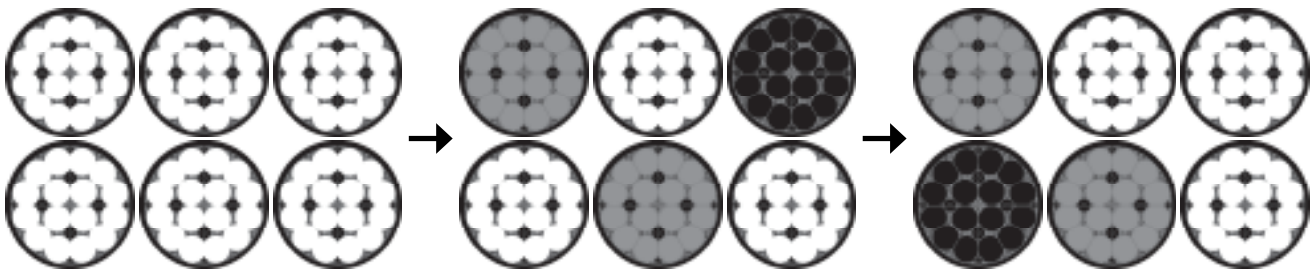
Sparkle [Standard & Fast]²

Each light illuminates briefly in a random manner mimicking a glittery, sparkling appearance. When entering this mode, all fixtures will immediately turn ON. Fast Sparkle fires more rapidly than standard sparkle.



Random

Lights illuminate throughout the installation in a random manner. All fixtures will immediately turn ON to a random dimming level between 0 and 100%. Every 100 milliseconds, each fixture will change to another random dimming level.



Unless otherwise stated for a particular scene affects independently and the scene will remain in operation until another scene or mode of operation is selected.
¹For each flash period, a light will have a 10% chance of turning on under Paparazzi, and a 20% chance under Fast Paparazzi. For each flash period, a light will have a 10% chance of turning on under Paparazzi, and a 20% chance under Fast Paparazzi.
²For each flash period, a light will have a 10% chance of turning on under Sparkle, and a 20% chance under Fast Sparkle.



PRISM RGBA

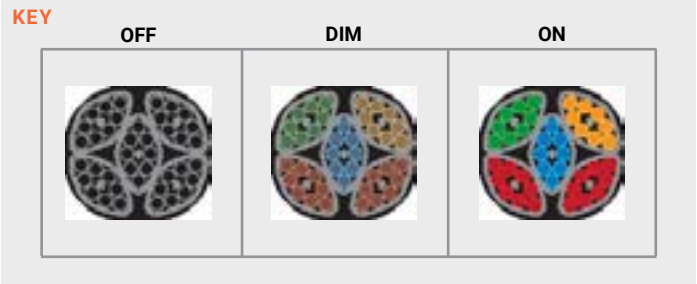
Dynamic Scenes

RGBA Color LED

Lumen(lm) Output:

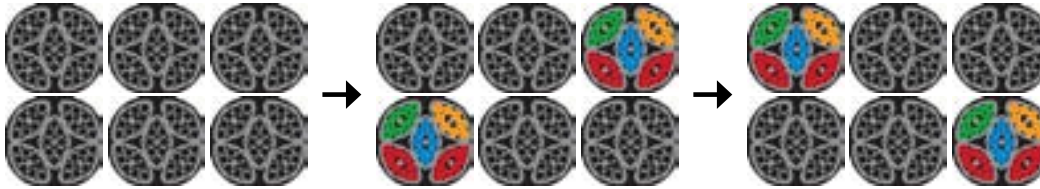
R>10,840 | G>12,900

B>2,450 | A>10,800



Paparazzi [Standard & Fast]¹

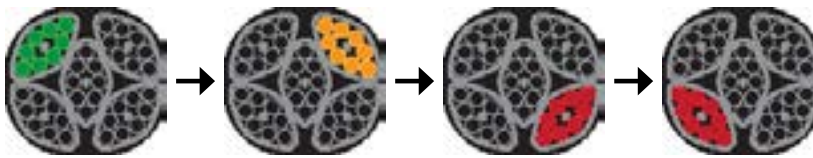
Each light illuminates briefly in a random manner that resembles paparazzi flash bulbs. When entering this mode, all fixtures will immediately turn OFF. Fast paparazzi fires faster than standard paparazzi.



Pinwheel

The outer LED modules on each fixture illuminate individually and rapidly in a rotating manner.

When entering this mode, the center LED module on each fixture will turn OFF. All but one of the four outer LED modules will turn off. Every 100 milliseconds, the next outer LED module (clockwise) will turn on to 100% and the previous LED module will turn off.



Pinwheel 5

All LED modules on each fixture illuminate individually and rapidly in a rotating manner.

When entering this mode, all but one of the outer LED modules will turn off. Every 100 milliseconds, the next LED module (clockwise) ending with the center LED module will turn on to 100% and the previous LED module will turn off.



Sparkle [Standard & Fast]²

Each light illuminates briefly in a random manner mimicking a glittery, sparkling appearance. When entering this mode, all fixtures will immediately turn ON. Fast Sparkle fires more rapidly than standard sparkle.



Random

Lights illuminate throughout the installation in a random manner.

All fixtures will immediately turn ON to a random dimming level between 0 and 100%. Every 100 milliseconds, each fixture will change to another random dimming level.



Unless otherwise stated for a particular scene affects independently and the scene will remain in operation until another scene or mode of operation is selected.

¹For each flash period, a light will have a 10% chance of turning on under Paparazzi, and a 20% chance under Fast Paparazzi. For each flash period, a light will have a 10% chance of turning on under Paparazzi, and a 20% chance under Fast Paparazzi.

²For each flash period, a light will have a 10% chance of turning on under Sparkle, and a 20% chance under Fast Sparkle.



ALL FIELD Dynamic Scenes

White LED

Lumen(lm) Output:

>48,000 | >64,000 | >85,000

KEY

OFF

DIM

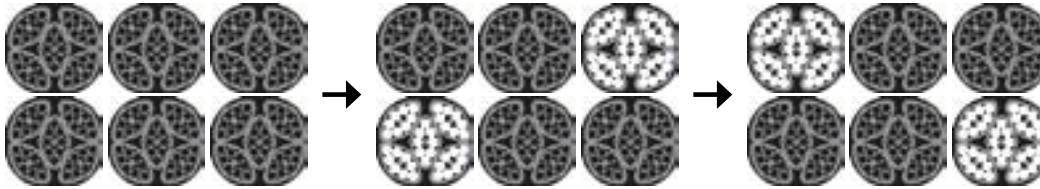
ON



Paparazzi [Standard & Fast]¹

Each light illuminates briefly in a random manner that resembles paparazzi flash bulbs.

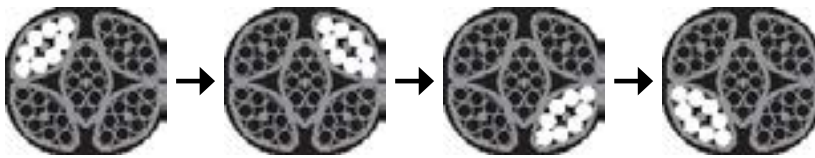
When entering this mode, all fixtures will immediately turn OFF. Fast paparazzi fires faster than standard paparazzi.



Pinwheel

The outer LED modules on each fixture illuminate individually and rapidly in a rotating manner.

When entering this mode, the center LED module on each fixture will turn OFF. All but one of the four outer LED modules will turn off. Every 100 milliseconds, the next LED module (clockwise) will turn on to 100% and the previous LED module will turn off.



Pinwheel 5

All LED modules on each fixture illuminate individually and rapidly in a rotating manner.

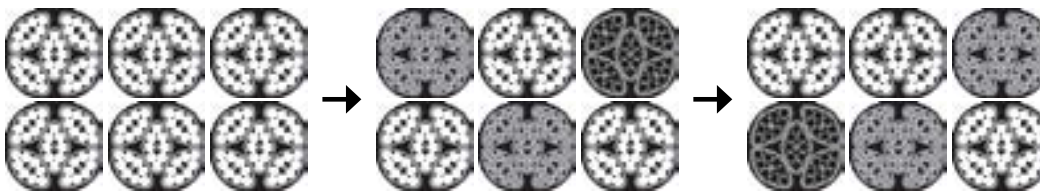
When entering this mode, all but one of the outer LED modules will turn off. Every 100 milliseconds, the next LED module (clockwise) ending with the center LED module will turn on to 100% and the previous LED module will turn off.



Sparkle [Standard & Fast]²

Each light illuminates briefly in a random manner mimicking a glittery, sparkling appearance.

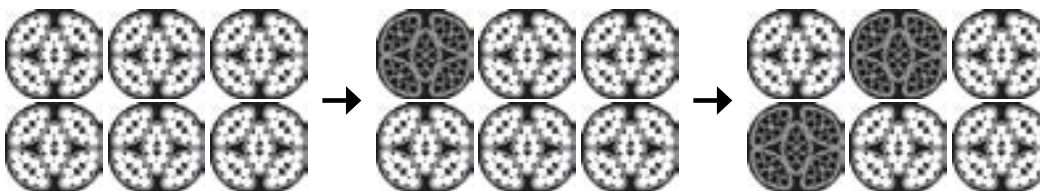
When entering this mode, all fixtures will immediately turn ON. Fast Sparkle fires more rapidly than standard sparkle.



Random

Lights illuminate throughout the installation in a random manner.

All fixtures will immediately turn ON to a random dimming level between 0 and 100%. Every 100 milliseconds, each fixture will change to another random dimming level.



Unless otherwise stated for a particular scene affects independently and the scene will remain in operation until another scene or mode of operation is selected.

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²For each flash period, a light will have a 10% chance of turning on under Sparkle, and a 20% chance under Fast Sparkle.



LUMADAPT 8

Dynamic Scenes

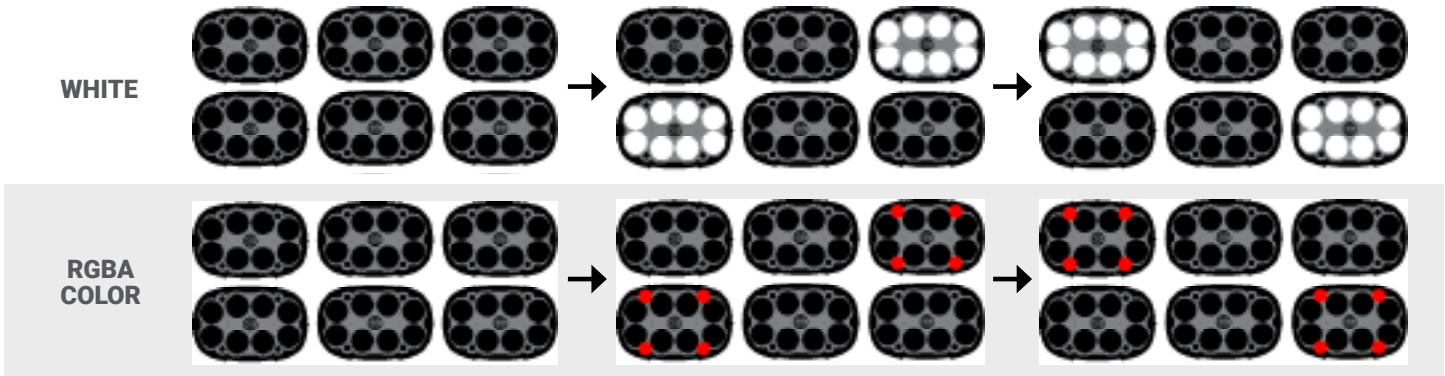
Integrated White & RGBA Color LED

Lumen(lm) Output: up to 50,000



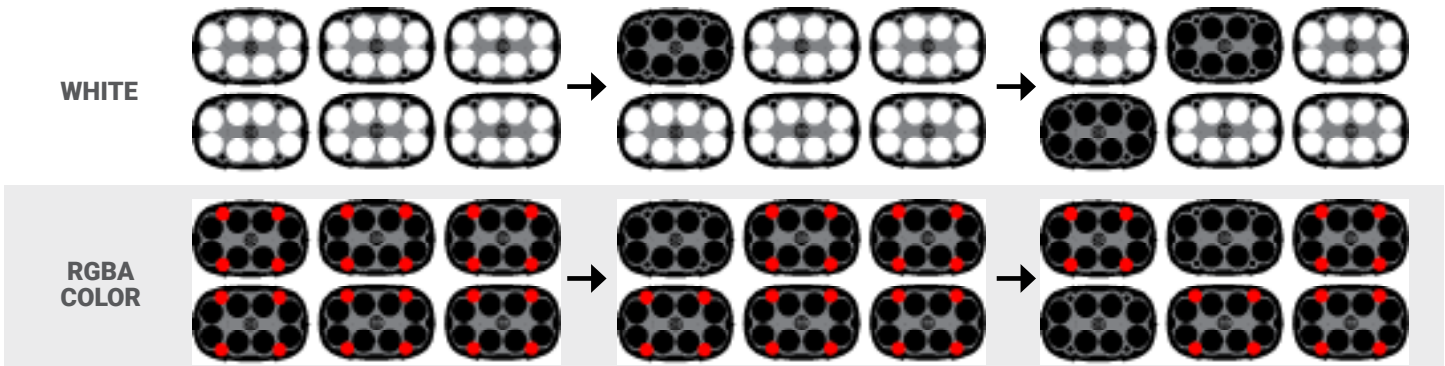
Paparazzi [Standard & Fast]¹ with White and RGBA Color

Each light illuminates briefly in a random manner that resembles paparazzi flash bulbs. When entering this mode, all fixtures will immediately turn OFF. Fast paparazzi fires faster than standard paparazzi.



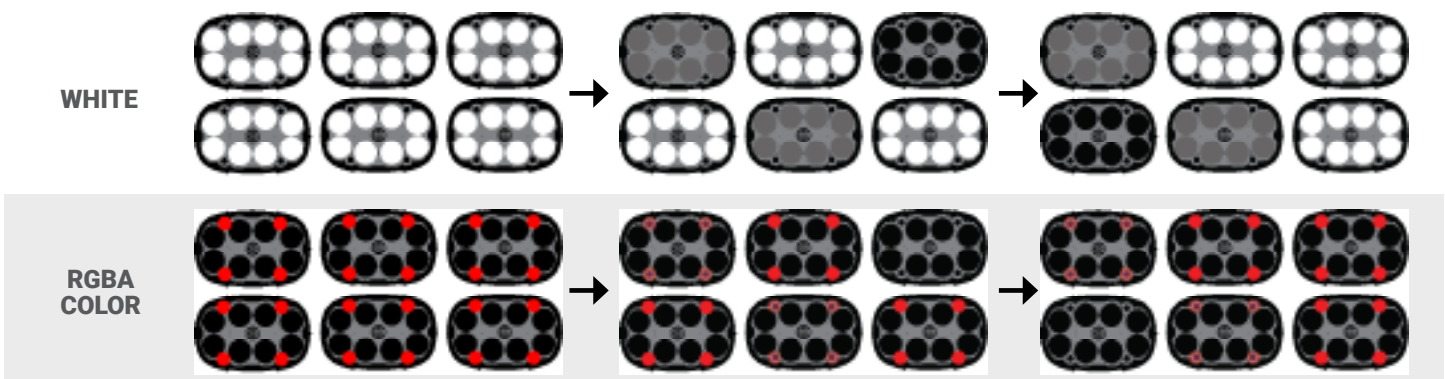
Sparkle [Standard & Fast]² with White and RGBA Color

Each light illuminates briefly in a random manner mimicking a glittery, sparkling appearance. When entering this mode, all fixtures will immediately turn ON. Fast Sparkle fires more rapidly than standard sparkle.



Random with White and RGBA Color

Lights illuminate throughout the installation in a random manner. All fixtures will immediately turn ON to a random dimming level between 0 and 100%. Every 100 milliseconds, each fixture will change to another random dimming level.



Unless otherwise stated for a particular scene affects independently and the scene will remain in operation until another scene or mode of operation is selected.

¹For each flash period, a light will have a 10% chance of turning on under Paparazzi, and a 20% chance under Fast Paparazzi. For each flash period, a light will have a 10% chance of turning on under Paparazzi, and a 20% chance under Fast Paparazzi.

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Cooper Lighting #071619-CPL

Pricing for contract #071619-CPL offers Sourcewell participating agencies 5% off MSRP



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Drew Whitman, Administration

2. MEETING DATE:

January 26, 2023

3. REQUESTED MOTION/ACTION:

Motion to authorize the City Manager to travel to Washington DC for approximately a three to four day trip to meet with House and Senate representatives on behalf of the City, for an approximate amount of \$3,000.

4. AGENDA:

REGULAR AGENDA

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** Yes

Detailed Budget Amendment Attached: No

6. IDENTIFY STRATEGIC PRIORITY:

Economic Development
Financial Health
Quality of Life

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

The City's personnel policies require that any travel by the City Manager be authorized by the City Council (Section 11.6b). Staff requests that Council approve the travel of City Manager, Drew Whitman, to Washington, DC to meet with Senate and House Members. Hotel costs, flight and per diem will be paid in accordance with City policy for an approximate amount of \$3,000 for a stay of approximately three to four days. Staff recommends approval.

Additionally, the City's federal lobbyist has indicated that it would be helpful for Mayor Sheldon to accompany the City Manager on the trip to Washington, DC. Adequate travel funds are available in the legislative budget and are expected to be similar to those incurred by the City Manager.



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Drew Whitman, Administration

2. MEETING DATE:

January 26, 2023

3. REQUESTED MOTION/ACTION:

Receive nominations of eligible persons to fill Vice Mayor Casto's appointment and approve the slate by motion.

4. AGENDA:

REGULAR AGENDA

**5. IS THIS ITEM BUDGETED
(IF APPLICABLE)?:** N/A

Detailed Budget Amendment Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:

Financial Health
Transportation
Quality of Life

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

Resolution No. 17-39 established the Half-Cent Sales Tax Oversight Committee. The Oversight Committee shall consist of five members who shall be appointed by the City Council and who shall serve without compensation. Each Councilperson shall nominate one member to the Committee. All members of the Committee shall be residents and electors of the City. The members shall serve a term concurrent with the term of the Councilperson nominating the member. A member whose term expires, or whose seat is deemed vacant by the vacancy of the Councilperson nominating the member, shall continue to serve until a successor is appointed. When any vacancy occurs on the Committee, the City Councilperson from the ward who first nominated the seat shall appoint a new member to serve the unexpired term of the member whose death, resignation or incapacity creates the vacancy.

[Res17-39.Use of Half Cent Sales Tax & Citizen Oversight Committee.SIGNED.pdf](#)
[Half Cent Sales Tax Roster.pdf](#)

RESOLUTION 17-39

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING THE PROCEEDS FROM THE LOCAL GOVERNMENT INFRASTRUCTURE SURTAX BE USED BY THE CITY TO FINANCE, PLAN OR CONSTRUCT PROJECTS THAT WILL REPAIR LOCAL ROADS, REDUCE TRAFFIC CONGESION OR IMPROVE TRAFFIC FLOW, INCREASE NEIGHBORHOOD SAFETY WITH PEDESTRIAN PATHS, PROVIDE SIDEWALKS NEAR SCHOOLS OR REDUCE LOCAL FLOODING; ESTABLISING A CITIZEN ADVISORY COMMITTEE TO PROVIDE OVERSIGHT OF THE EXPENDITURE OF THE FUNDS FOR PROJECTS IDENTIFIED BY THE CITY FOR WHICH THE PROCEEDS SHALL BE USED; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, Section 212.055(2), Florida Statutes, authorizes Bay County to levy a local government infrastructure surtax of one half percent upon transactions occurring within Bay County that are taxable under Chapter 212, Florida Statutes; and

WHEREAS, a half-cent sales tax proposed by the Bay County Board of County Commissioners was approved by the electors of Bay County on November 10, 2016; and

WHEREAS, moneys received from the local government infrastructure surtax may be utilized by the County and each municipality within the County to finance, plan, and construct infrastructure as defined in Section 212.055(2);

WHEREAS, the permitted uses of the infrastructure tax as set forth in Section 212.055(2) are very broad, and the Council wishes to more narrowly define the intended uses of tax proceeds received by the City; and

WHEREAS, the City finds and determines that a limitation on the use of the proceeds to the provision of adequate and efficient transportation and storm water drainage facilities upon which the public depends on a day to day basis is a necessary and proper use of the proceeds.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Panama City Beach, Florida,

1. That the proceeds received by the City from the local government infrastructure surtax levied pursuant to Bay County Ordinance 16-21 shall be used by the City to finance, plan or construct projects that will repair local roads, reduce traffic congestion or improve traffic flow, increase neighborhood safety with pedestrian paths, provide sidewalks near schools, or reduce local flooding.
2. That a Citizen Advisory Committee is hereby established for the purpose of providing oversight of the expenditure of funds for projects identified by the City Council for which the proceeds of the local government infrastructure surtax

shall be used. The Committee shall remain in existence until the substantial completion of the last commenced project for which the infrastructure surtax is used, or eleven years from the date of this Resolution, whichever occurs last.

- a. Membership. The Oversight Committee shall consist of five members who shall be appointed by the City Council, and who shall serve without compensation. Each Councilperson shall nominate one member to the Committee. All members of the Committee shall be residents and electors of the City.
- b. Term. The members shall serve a term concurrent with the term of the Councilperson nominating the member. A member whose term expires, or whose seat is deemed vacant by the vacancy of the Councilperson nominating the member, shall continue to serve until a successor is appointed. When any vacancy occurs on the Committee, the City Councilperson from the ward who first nominated the seat shall appoint a new member to serve the unexpired term of the member whose death, resignation or incapacity creates the vacancy.
- c. Powers and Duties.
 1. The Committee shall meet at least twice yearly, or more often as may be needed to fulfill their duties and responsibilities.
 2. The Committee shall review and ascertain that the proceeds of the infrastructure surtax are being used solely for the purposes stated in Paragraph 1 of this Resolution. At the conclusion of each review, or no less than annually, the Committee shall make a report to the City Manager, Council and public regarding the use of the proceeds of the infrastructure surtax and the progress and status of all projects financed by those proceeds.
- d. The Committee and all its proceedings shall be governed by and comply with the provisions of the Florida Sunshine Law, the Florida Public Records Law, the Florida Ethics Code, and all other applicable local or state rules. All meetings, records and reports of the Committee shall be open to the public in accordance with Section 286.011 and section 119.07, Florida Statutes.


THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 12th day of January, 2017.

CITY OF PANAMA CITY BEACH

By: 

Mike Thomas, Mayor


Diane Fowler, City Clerk

HALF-CENT SALES TAX CITIZENS OVERSIGHT COMMITTEE

Authorizing Resolution 17-39

Committee shall meet at least twice yearly.

Terms run concurrent with Council member who appointed member.

MEMBER	APPOINTED BY:	TERMS
Doug Gilmore, Chair dgilmore@pcb.gov	(Jarman)	April, 2024
<i>John Johnson</i>	<i>(Casto)</i>	<i>April, 2026</i>
David Scruggs david.scruggs@pcbfl.gov	(Chester)	April, 2024
Bruce Biage, Vice Chair Bruce.biage@pcbfl.gov	(Coburn)	Appointed on July 28, 2022
Chris Jennings cjennings@pcb.gov	(Sheldon)	April, 2024

Administration:

Debra Gibson, Finance Director
Debra.gibson@pcbfl.gov

Lynne Fasone, City Clerk
Lynne.Fasone@pcbfl.gov