



CITY OF COOPER CITY
CITY COMMISSION REGULAR MEETING
Tuesday, May 14, 2024 at 6:30 PM
City Hall Auditorium | 9090 SW 50th Place

AGENDA

PLEDGE OF ALLEGIANCE

ROLL CALL

DECORUM - Jacob Horowitz, City Attorney

CHANGES TO AGENDA/EMERGENCY MATTERS

PROCLAMATIONS/PRESENTATIONS

1. Proclamations - Municipal Clerk's Week
2. Proclamation - National Safe Boating Week - **Mayor Ross**
3. Proclamation - Jewish American History Month - **Commissioner Katzman**
4. Pet Adoption – Commissioner Mallozzi

BOARD/ADMINISTRATIVE REPORTS

5. Appointment to the Business Advisory Board
6. Budget to actuals / City Financial Report - **Finance**

PUBLIC SPEAKING

Open Public Meeting/Agenda Concerns - *Any individual may speak for a time period of up to three (3) minutes' duration regarding any matters which are pertinent to the City, including any item listed on the meeting agenda. If a person desires to speak on an item that is designated for a public hearing, their comments should be held until the public hearing.*

CONSENT AGENDA

Minutes

7. April 30, 2024 Regular Commission Meeting Minutes
8. May 6, 2024 Special Commission Meeting Minutes

Motion to Approve

9. Motion to Approve the Purchase of Sod and Sod Installation Services under the Southeast Florida Governmental Purchasing Cooperative Group in the amount of \$118,600.00 - Mullings Engineering Services - Landscaping Division, Inc. - **Public Works**
10. Motion to Approve a Third Amendment to the Agreement with Kirk Buffington for Professional Procurement Services - **Finance**

- [11.](#) Motion to approve the purchase of the Trane Tracer SC controller for the Cooper City/BSO Police Station in the amount of \$28,002.00. – **Public Works**

REGULAR AGENDA

- [12.](#) Update and Possible Action on the City Manager Agreement

REGULAR RESOLUTIONS

- [13.](#) A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA; AMENDING RESOLUTION NO. 03-2-9, ADOPTED ON FEBRUARY 09, 2003; AMENDING THE REQUIRED TIMEFRAME TO REQUEST A PARK PERMIT TO UTILIZE SPORTS FACILITIES WITHIN CITY PARKS; AUTHORIZING THE DEPARTMENT DIRECTOR OR DIRECTOR'S DESIGNEE TO EXTEND THE TIMEFRAME TO REQUEST A PARK PERMIT FOR SPORTS FACILITIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE– **Parks & Recreation**

ORDINANCES ON FIRST READING

- [14.](#) **Ordinance 24-09 (Parks& Recreation)**

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA; AMENDING CHAPTER 12 OF THE CITY'S CODE OF ORDINANCES, ENTITLED, "PARKS AND RECREATION" BY SPECIFICALLY AMENDING SECTION 12-46(B), ENTITLED "APPLICATION PROCEDURE"; EXTENDING THE PERIOD TO SUBMIT AN APPLICATION TO UTILIZE PASSIVE RECREATIONAL FACILITIES AT CITY PARKS; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

- [15.](#) **Ordinance 24-11 – (Community Development/BSO Code Enforcement)**

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING THE CITY'S CODE OF ORDINANCES BY AMENDING CHAPTER 17, ENTITLED "TRAFFIC AND MOTOR VEHICLES," BY AMENDING SECTION 17-18 ENTITLED "PROHIBITED STOPPING, STANDING OR PARKING ON CERTAIN ROADWAYS," TO PROHIBIT VEHICLES FROM BLOCKING TRAFFIC DURING SCHOOL HOURS AND TO REQUIRE VEHICLES PARKING ALONG ROADWAYS TO FACE THE FLOW OF TRAFFIC; AMENDING SECTION 17-19 ENTITLED "PARKING PROHIBITED OVER CATCH BASINS," TO PROHIBITED PARKING, ADDITIONAL REGULATIONS," TO PROHIBIT PARKING WITHIN RIGHTS OF WAYS AND SWALES, AND TO PROHIBIT TRAILERS, COMMERCIAL VEHICLES, AND RECREATIONAL VEHICLES FROM PARKING ON ROADWAYS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

ORDINANCES ON SECOND READING (Public Hearing)

- [16.](#) **Ordinance 24-06 - (Finance)**

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING ORDINANCE NO. 23-21, ADOPTED ON SEPTEMBER 26, 2023; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024 FOR THE CITY BY ESTABLISHING A SOLID WASTE ENTERPRISE FUND, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

17. Ordinance 24-07 (Administration)

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION", ARTICLE VI, "EMPLOYEE BENEFITS", DIVISION 2 "RETIREMENT PLAN", SECTION 2-158 "FIREFIGHTERS' PENSION PLAN" OF THE CITY OF COOPER CITY MUNICIPAL CODE OF ORDINANCES BY AMENDING ARTICLE XII, "COMPLIANCE WITH THE INTERNAL REVENUE CODE", TO PROVIDE FOR COMPLIANCE WITH SECURE 2.0 ACT; PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE.

18. Ordinance 24-08 (Administration)

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING THE CITY OF COOPER CITY'S FIREFIGHTERS RETIREMENT PLAN CODIFIED IN CHAPTER 2 "ADMINISTRATION" OF THE COOPER CITY MUNICIPAL CODE OF ORDINANCES TO COMPLY WITH CHAPTER 2019-21, LAWS OF FLORIDA; BY AMENDING ARTICLE IX, DISABILITY, AND ARTICLE XI, DEATH BENEFITS, OF SECTION 2-158; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

19. Ordinance 24-10 (Finance/Utilities)

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING ORDINANCE NO. 23-21, ADOPTED ON SEPTEMBER 26, 2023; PROVIDING FOR AN AMENDED BUDGET FOR FISCAL YEAR 2023-2024 FOR THE CITY, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

CITY MANAGER REPORT**CITY ATTORNEY REPORT****POLICE CHIEF'S REPORT**

20. Police Chief's Report

FIRE CHIEF'S REPORT

21. Fire Chief's Report

COMMISSIONERS' CONCERNS/REPORTS/ITEMS TO BE PLACED ON NEXT AGENDA**ADDITIONAL PUBLIC COMMENTS (3 MINUTES)****ADJOURNMENT****ADA NOTICE**

This meeting is open to the public. In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this meeting because of that disability should contact the Office of the City Clerk, 954-434-4300 ext. 220, not later than two days prior to such proceeding. One or more members of the City of Cooper City Advisory Boards may be in attendance and may participate at the

meeting. Anyone wishing to appeal any decision made by the Cooper City Commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Agenda items may be viewed online at www.coopercity.gov or at the Office of the City Clerk, City of Cooper City, 9090 SW 50 Place, Cooper City, Florida, 33328, 954-434-4300.

DECORUM

Members of the Commission, staff members, citizens, and others are required to use civil and appropriate language when addressing the Commission or anyone present at the meeting and must refrain from using profanity, cursing, or exhibiting aggressive or threatening behavior. All comments should generally be directed to the presiding officer and not to individual members of the Commission, staff, or the audience. No personal verbal attacks toward any individual by either the Commission, staff, citizens, or others shall be allowed during any meeting of the Commission.

Any persons making impertinent or slanderous remarks or personal attacks or who becomes boisterous while addressing the Commission or who otherwise violates the decorum rules set forth herein shall be barred from further audience before the Commission by the Mayor, or by request of any member of the Commission unless permission to continue or again address the Commission be granted by a majority vote of the Commission members present.



Office of the City Commission

Proclamation

55th ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK
May 5 - 11, 2024

WHEREAS, The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

WHEREAS, The Office of the Professional Municipal Clerk is the oldest among public servants, and

WHEREAS, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

WHEREAS, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

WHEREAS, The Professional Municipal Clerk serves as the information center on functions of local government and community.

WHEREAS, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

WHEREAS, It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

NOW, THEREFORE, I, GREG ROSS, Mayor of the City of Cooper City, do recognize the week of May 5 through 11, 2024, as Professional Municipal Clerks Week, and further extend appreciation to our Master Municipal Clerk, Tedra Allen, and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Cooper City, Broward County, Florida, to be affixed on this 14th day of May, 2024.

GREG ROSS

Mayor, City of Cooper City



Office of the City Commission

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NOW, THEREFORE, I, GREG ROSS, Mayor of the City of Cooper City, do recognize the week of May 5 through 11, 2024, as Professional Municipal Clerks Week, and further extend appreciation to our Assistant City Clerk, Jenna Montoya, and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Cooper City, Broward County, Florida, to be affixed on this 14th day of May, 2024.

GREG ROSS

Mayor, City of Cooper City



Office of the City Commission

Proclamation

WHEREAS, for over 100 million Americans boating continues to be a popular recreational activity; and

WHEREAS, during National Safe Boating Week, the U.S. Coast Guard and the National Safe Boating Council, along with federal, state, and local safe boating partners encourage all boaters to explore and enjoy America’s beautiful waters responsibly; and

WHEREAS, on average, 650 people die each year in boating-related accidents in the U.S, and 75 percent of these are fatalities are caused by drowning; and

WHEREAS, the vast majority of these accidents are caused by human error or poor judgment and not by the boat, equipment or environmental factors; and

WHEREAS, a significant number of boaters who lose their lives by drowning each year would be alive today had they worn their life jackets; and

WHEREAS, through basic boating safety procedures including carrying lifesaving emergency distress and communications equipment, wearing life jackets, attending safe boating courses, participating in free boat safety checks, and staying sober when navigating we can help ensure boaters on America’s coastal, inland, and offshore waters stay safe throughout the season; and

WHEREAS, National Safe Boating Week is observed to bring attention to important life-saving tips for recreational boaters so that they can have a safer, more fun experience out on the water throughout the year.

NOW, THEREFORE, I, GREG ROSS, Mayor of the City of Cooper City, Broward County, Florida, and the City Commission, do hereby support the goals of the Safe Boating Campaign and proclaim May 18-24, 2024 as

National Safe Boating Week

and the start of the year-round effort to promote safe boating and wearing a life jacket at all times while boating.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the great Seal of the City of Cooper City, Broward County, Florida, to be affixed on this 30th day of April 2024.

GREG ROSS
Mayor, City of Cooper City

Office of the City Commission

PROCLAMATION

WHEREAS, the land of Israel, birthplace of the Jewish people, is where the Jewish people first attained their spiritual, religious and national identity, creating cultural values of universal significance and giving the world the eternal book of books; and

WHEREAS, Jewish immigrants to America, ever since their first arrival to our shores in the 16th century, have played a central role in the creation, growth, freedom, prosperity, and strength of the United States of America; and

WHEREAS, on May 14, 1948, Israel's first prime minister David Ben-Gurion publicly read the declaration of independence of Israel, and every year this event is commemorated on Israel's Independence Day, also known as Yom Ha'atzmaut, which is also celebrated in the United States; and

WHEREAS, for 42 years, every President of the United States has declared a period of time for celebrating the contributions of the Jewish community's history, heritage, and culture; and since 2006, the month has been presidentially declared to be Jewish American Heritage Month, pursuant to a bipartisan resolution of Congress; and

WHEREAS, antisemitism has been rising at an alarming rate in our country, and many of our cities have experienced an increase in antisemitic incidents. The resurgence of this ancient hatred is a threat not only to Jewish people but to all of us. As leaders of America's cities, we must create the conditions that allow our communities to be safe, healthy, and vital. By bringing Jewish American Heritage Month to the forefront, we offer hope and optimism through the celebration of the vibrant heritage of Jewish Americans who have enriched our country and our communities for hundreds of years; and

WHEREAS, Jewish American Heritage Month, lets us join hands across faiths, races, and backgrounds to make clear that evil, hate, and antisemitism will not prevail. Let us honor the timeless values, contributions, and culture of Jewish Americans, who carry our Nation forward each and every day.

NOW THEREFORE BE IT PROCLAIMED BY THE MAYOR AND THE CITY that the month of May 2024 shall be recognized as

“JEWISH AMERICAN HERITAGE MONTH”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the great Seal of the City of Cooper City, Broward County, Florida, to be affixed on this 14th day of May, 2024.

GREG ROSS
Mayor, City of Cooper City



CITY COMMISSION STAFF REPORT

DEPARTMENT: Commission

DATE: May 14, 2024

SUBJECT: Pet Adoption – Commissioner Mallozzi

BACKGROUND OF ITEM:

Commissioner Mallozzi presents a pet available for adoption at each regular City Commission Meeting.



CITY COMMISSION STAFF REPORT

DEPARTMENT: Commission

DATE: May 14, 2024

SUBJECT: Appointment to the Business Advisory Board

BACKGROUND OF ITEM:

Commissioner Katzman appoints Christian Spano to the Business Advisory Board.

ATTACHMENTS:

1. Citizens Resource Sheet – Christian Spano



CITY OF COOPER CITY
CITIZENS RESOURCE SHEET

Please indicate the Board(s) for which you wish to be considered:

- Business Advisory Board (checked)
Charter Review Board
Education Advisory Board
Firefighters Pension Board
General Employees Pension Board
Green Advisory Board
Planning & Zoning Board
Police Pension Board
Mental Health & Wellness Advisory Board
Recreation Advisory Board
Senior Advisory Board
Royal Palm Ranches Advisory Board

Please choose one:

X I wish to be considered by Commissioner Jeremy Katzman (please write in name)

I wish to be considered by any member of the Commission

Date: May 7, 2024

Name: Christian D. Spano Email Address: cdspano@att.net

Home Address: 2585 Trout Way Cooper City, FL 33026

Cell #: 305-788-9426 Work #: 954-377-0920 Home #: N/A

Length of Residence in Cooper City 11 Years 10 Months

Length of Time as Business Person in Cooper City 7 Years 4 Months

QUALIFICATIONS:

Please provide a brief statement outlining why you wish to serve on the applicable boards and/or committees selected. In addition, please attach copy of your resume or vita (optional):

I am seeking to serve on the Business Advisory Board for Cooper City because I feel that it is important to preserve the aspects of CC that make us "Someplace Special" for business as well as residents.

Experience in Board Subject:

Related Work or Civic Affiliation: Centennial Bank / Bus. Dev. Officer / Rotary

College (if appropriate): Club of Davie - Cooper City (Treasurer and President-Elect for 2025-26)

Field of Study: Junior Achievement (Finance Park and BizTown); 29 years in finance (7 as commercial credit analyst)

Other professional or technical training (Name of school, course name, etc.):

Gold Coast School of Real Estate; Various FHA/VA and SBA seminars and sessions

DISCLOSURES:

1. Are you or any of your relatives presently employed by the City of Cooper City? No If yes, please state names and City departments/divisions: _____

2. Are you aware of any potential conflict of interest that may arise from your serving on City of Cooper City boards and committees? NO If yes, please explain: _____

3. Do you have any unpaid or delinquent accounts, water bills, etc. owed to the City of Cooper City? No If yes, please list: _____

4. If you own property in the City of Cooper City, do you have any pending code violations and/or unpaid code fines related to such property? No If yes, please list: _____

5. Is there any other information that you would like to disclose in connection with this application? Yes
If yes, please do so here: My wife and I love Cooper City. My daughter has only known Cooper City schools (ECES and Pioneer, she starts CCHS next year).

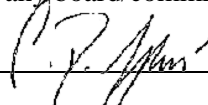
I really enjoy the community outreach on the business side (e.g. business expo, Autism seminar, efforts of the Community Dev. team and would love to support and serve with them).

Please affirm and acknowledge that you understand and agree to the following (mark each box):

I understand that in accordance with Florida Sunshine Law, this information becomes public record and may be subject to public review.

If appointed, I agree to faithfully and fully perform the duties of my appointment, will make every endeavor to serve my full term, and will comply with all laws and ordinances of the City of Cooper City, Broward County and the State of Florida, particularly those pertaining to the standards of conduct for public officers and related financial disclosure requirements, if applicable. I further agree to take the applicable statutory oath. I understand that if appointed, I must take the oath of office prescribed in the Florida Statutes.

Misrepresentation of any information or qualifications given on this application may cause automatic removal from any board/committee.

Signature:  Date: 5/7/2024



CITY COMMISSION STAFF REPORT

DEPARTMENT: Finance

DATE: May 14, 2024

SUBJECT: Budget to actuals / City Financial Report - **Finance**

Background:

Six-month Financial Statements ending March 2, 2024

Workflow History ^			
User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*FINANCIAL IMPACT: Forw...	04/29/24 01:57 PM
Williams, Irwin	Assigned to Finance Director	COMPLETE: Forward to Cit...	04/29/24 02:19 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to Cit...	05/01/24 09:22 AM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to Cit...	05/02/24 03:45 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Workf...	05/03/24 02:43 PM
Allen, Tedra	END WORKFLOW - APPROVED		05/03/24 02:49 PM



CITY OF
Cooper City
Someplace Special

Financial Statements

for the six month ended March 31, 2024



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**City of Cooper City, Florida
Balance Sheet
Governmental Funds
March 31, 2024**

	<u>General Fund</u>	<u>Capital Improvement Fund</u>	<u>ARPA Fund</u>	<u>Nonmajor Governmental Funds</u>	<u>Total Governmental Funds</u>
Assets:					
Cash, cash equivalents and investments	\$34,617,449	\$1,173,798	\$12,169,933	\$4,078,391	\$52,039,571
Accounts receivable, net	1,554,376	-	-	10,782	1,565,158
Leased assets receivable, net	330,708	-	-	-	330,708
Interest receivable	3,446	-	-	-	3,446
Due from other governments	-	-	-	-	-
Inventories	47,031	-	-	-	47,031
Total assets	<u>\$36,553,010</u>	<u>\$1,173,798</u>	<u>\$12,169,933</u>	<u>\$4,089,173</u>	<u>\$53,985,914</u>
Liabilities, Deferred Inflows of Resources and Fund Balances:					
Liabilities:					
Accounts payable	\$708,079	\$9,086	\$166,573	\$84,166	\$967,904
Accrued liabilities	295,686	-	-	-	295,686
Deposits	61,500	-	-	-	61,500
Unearned revenue	59,652	-	12,003,360	-	12,063,012
Advances from other funds	-	-	-	-	-
Total liabilities	<u>1,124,917</u>	<u>9,086</u>	<u>12,169,933</u>	<u>84,166</u>	<u>13,388,102</u>
Deferred Inflows of Resources:					
Deferred inflows related to leases	306,248	-	-	-	306,248
Unavailable revenue	46,991	-	-	10,784	57,775
Total deferred inflow of resources	<u>353,239</u>	<u>-</u>	<u>-</u>	<u>10,784</u>	<u>364,023</u>
Fund Balances:					
Nonspendable	47,031	-	-	-	47,031
Restricted					
Capital projects	-	1,164,712	-	-	1,164,712
Building department	-	-	-	2,056,278	2,056,278
Culture and recreation	-	-	-	103,872	103,872
Transportation	-	-	-	1,724,066	1,724,066
Public safety	-	-	-	110,007	110,007
Committed to:					
Emergency preparedness	3,000,000	-	-	-	3,000,000
Future projects	-	-	-	-	-
Assigned to:					
Future employee payouts	-	-	-	-	-
Subsequent year appropriations	396,121	-	-	-	396,121
Unassigned	31,631,702	-	-	-	31,631,702
Total fund balances	<u>35,074,854</u>	<u>1,164,712</u>	<u>-</u>	<u>3,994,223</u>	<u>40,233,789</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$36,553,010</u>	<u>\$1,173,798</u>	<u>\$12,169,933</u>	<u>\$4,089,173</u>	<u>\$53,985,914</u>

City of Cooper City, Florida
Statement of Revenues, Expenditures and Changes in Fund Balances-
Governmental Funds
For the Six months Ended March 31, 2024

50% of Fiscal year Completed					
	General Fund	Capital Improvement Fund	ARPA Fund	Nonmajor Governmental Funds	Total Governmental Funds
Revenues:					
Property taxes	\$22,290,676	\$-	\$-	\$-	\$22,290,676
Franchise fees and utility taxes	3,252,629	-	-	-	3,252,629
Local business tax	549,422	-	-	-	549,422
Licenses and permits	-	-	-	693,282	693,282
Intergovernmental	1,403,013	-	362,437	281,699	2,047,149
Charges for services	6,216,294	-	-	39,469	6,255,763
Fines and forfeitures	187,590	-	-	-	187,590
Impact fees	-	26,604	-	-	26,604
Investment income	582,504	7,571	-	62,706	652,781
Miscellaneous	244,431	-	-	2,666	247,097
Total revenues	<u>34,726,559</u>	<u>34,175</u>	<u>362,437</u>	<u>1,079,822</u>	<u>36,202,993</u>
Expenditures:					
Current:					
General government	2,542,338	-	105,425	-	2,647,763
Public safety	14,942,462	-	-	581,539	15,524,001
Physical environment	270,952	-	-	-	270,952
Transportation	-	-	-	572,645	572,645
Culture and recreation	2,070,930	14,920	-	1,545	2,087,395
Capital outlay	235,926	35,202	257,012	-	528,140
Interest on interfund loan	-	10,236	-	-	10,236
Debt service:					
Debt service principal	54,001	72,515	-	-	126,516
Interest and other fiscal charges on line of credit	1,253	-	-	-	1,253
Total expenditures	<u>20,117,862</u>	<u>132,873</u>	<u>362,437</u>	<u>1,155,729</u>	<u>21,768,901</u>
Excess of revenues over expenditures	<u>14,608,697</u>	<u>(98,698)</u>	<u>-</u>	<u>(75,907)</u>	<u>14,434,092</u>
Other financing sources (uses):					
Proceeds from debt	-	-	-	-	-
Transfers in	1,721,138	1,086,412	-	363,305	3,170,855
Transfers out	(1,430,469)	(208,615)	-	(253,337)	(1,892,421)
Total other financing sources	<u>290,669</u>	<u>877,797</u>	<u>-</u>	<u>109,968</u>	<u>1,278,434</u>
Net change in fund balances	14,899,366	779,099	-	34,061	15,712,526
Fund Balances, Beginning of Year	<u>20,175,488</u>	<u>385,613</u>	<u>-</u>	<u>3,960,162</u>	<u>24,521,263</u>
Fund Balances, End of Year	<u>\$35,074,854</u>	<u>\$1,164,712</u>	<u>\$-</u>	<u>\$3,994,223</u>	<u>\$40,233,789</u>

City of Cooper City, Florida
General Fund
Schedule of Revenues, Expenditures and
Changes in Fund Balances - Budget and Actual
For The Six Months Ended March 31, 2024

50% of Fiscal year Completed

	Budgeted Amounts		Actual Amounts	Variance with Final Budget	% of Budget Used
	Original	Final			
Revenues:					
Property taxes	\$22,827,789	\$22,827,789	\$22,290,676	\$(537,113)	98%
Franchise fees and utility taxes	6,736,170	6,736,170	3,252,629	(3,483,541)	48%
Licenses and permits	413,000	413,000	549,422	136,422	133%
Intergovernmental revenues	4,800,226	4,800,226	1,403,013	(3,397,213)	29%
Charges for services	7,588,603	7,588,603	6,216,294	(1,372,309)	82%
Fines and forfeitures	145,000	145,000	187,590	42,590	129%
Investment income	250,000	250,000	582,504	332,504	233%
Miscellaneous	274,000	274,000	244,431	(29,569)	89%
Total revenues	43,034,788	43,034,788	34,726,559	(8,308,229)	81%
Expenditures:					
Current:					
General government					
City Commission	376,517	376,517	67,263	309,254	18%
Administrative	713,692	713,692	296,463	417,229	42%
City Clerk	576,462	576,462	254,269	322,193	44%
Human resources	671,440	671,440	367,991	303,449	55%
					Last payment for compensation study \$9,500 budgeted prior fiscal year but not paid until this fiscal year
Finance	1,579,608	1,579,608	559,855	1,019,753	35%
Legal	514,000	514,000	216,514	297,486	42%
Boards and committees	19,700	19,700	9,901	9,799	50%
Community development	416,525	416,525	147,706	268,819	35%
Public works administration	753,577	753,577	189,286	564,291	25%
Fleet services	422,596	422,596	151,554	271,042	36%
Street Maintenance	401,837	401,837	31,150	370,687	8%
Nondepartmental	1,097,510	1,139,747	250,386	889,361	22%
Total general government	7,543,464	7,585,701	2,542,338	5,043,363	34%
Public safety:					
Code enforcement	844,847	844,847	414,074	430,773	49%
Police	16,174,589	16,174,589	7,846,031	8,328,558	49%
Fire	14,028,904	14,028,904	6,682,298	7,346,606	48%
Building	-	-	59	(59)	
Total public safety	31,048,340	31,048,340	14,942,462	16,105,878	48%
Physical environment:					
Physical environment					
Property maintenance	578,991	578,991	270,952	308,039	47%
Total physical environment	578,991	578,991	270,952	308,039	47%
Culture and recreation:					
Parks	2,250,280	2,250,280	902,786	1,347,494	40%
Recreation	2,756,336	2,756,336	1,168,144	1,588,192	42%
Total culture and recreation	5,006,616	5,006,616	2,070,930	2,935,686	41%
Debt service:					
Debt service principal	4,000	4,000	54,001	(50,001)	1350%
Interest and other fiscal charges on line of cr	-	-	1,253	(1,253)	
Total debt service	4,000	4,000	55,254	(51,254)	1381%
Capital Outlay:					
Capital Outlay	131,600	361,511	235,926	125,585	65%
					2023 Ford F350-Parks \$55,000 2023 Ford F350-Street Maint \$53,333 LED Monument Signs \$109,942
Total expenditures	44,313,011	44,585,159	20,117,862	24,467,297	
Excess of revenues (deficiency) over (under) expenditures	(1,278,223)	(1,550,371)	14,608,697	16,159,068	
Other financing sources (uses):					
Proceeds from debt	-	-	-	-	
Transfers in	3,442,275	4,411,310	1,721,138	(2,690,172)	
Transfers out	(2,164,052)	(2,860,938)	(1,430,469)	1,430,469	
Total other financing sources (uses)	1,278,223	1,550,372	290,669	(1,259,703)	
Change in fund balance	-	1	14,899,366	14,899,365	
Fund Balances, Beginning of Year	11,436,398	10,822,997	20,175,488	9,352,491	
Fund Balances, End of Year	\$11,436,398	\$10,822,998	\$35,074,854	\$24,251,856	

City of Cooper City, Florida
Schedule of Revenues, Expenditures
and Changes in Fund Balances - Budget and Actual
Capital Improvement Fund
For The Six Months Ended March 31, 2024

50% of Fiscal year Completed

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
	<u>Original</u>	<u>Final</u>		
Revenues:				
Public safety	\$1,000	\$1,000	\$1,092	\$92
Park improvement	2,000	2,000	15,360	13,360
General government	15,000	15,000	10,152	(4,848)
Intergovernmental	1,962,500	1,962,500	-	(1,962,500)
Investment income	10,000	10,000	7,571	(2,429)
Total revenues	<u>1,990,500</u>	<u>1,990,500</u>	<u>34,175</u>	<u>(1,956,325)</u>
Expenditures:				
Interest on interfund loan	-	-	10,236	(10,236)
Capital outlay	1,353,000	1,715,937	35,202	1,680,735
Culture and recreation	-	11,378	14,920	(3,542)
Debt service principal	465,000	937,515	72,515	865,000
Total expenditures	<u>1,818,000</u>	<u>2,664,830</u>	<u>132,873</u>	<u>2,531,957</u>
Excess (deficiency) of revenues over (under) expenditures	<u>172,500</u>	<u>(674,330)</u>	<u>(98,698)</u>	<u>575,632</u>
Other Financing Sources (Uses):				
Transfers in	1,694,730	2,541,560	1,086,412	(1,455,148)
Transfers out	(417,230)	(417,230)	(208,615)	208,615
Total other financing sources (uses)	<u>1,277,500</u>	<u>2,124,330</u>	<u>877,797</u>	<u>(1,246,533)</u>
Net Change in fund balance	<u>\$1,450,000</u>	<u>\$1,450,000</u>	779,099	<u>\$(670,901)</u>
Fund balance, beginning of year			385,613	
Fund balance, end of year			<u>\$1,164,712</u>	

City of Cooper City, Florida
Required Supplementary Information
Schedule of Revenues, Expenditures and Changes in Fund Balances -
Budget and Actual
ARPA Fund

	<u>Budgeted Amounts</u>		<u>Actual</u> <u>Amounts</u>	<u>Variance</u> <u>with Final</u> <u>Budget</u>	<u>% of</u> <u>Budget</u> <u>Used</u>
	<u>Original</u>	<u>Final</u>			
Revenues:					
Intergovernmental	\$-	\$-	\$362,437	\$(362,437)	
Investment earnings			-	\$-	
Total revenues	<u>-</u>	<u>-</u>	<u>362,437</u>	<u>\$(362,437)</u>	
Expenditures:					
Current:					
General government	1,511,775	1,511,775	105,425	1,406,350	7%
Capital outlay	4,953,455	4,959,502	257,012	4,702,490	5%
Total expenditures	<u>6,465,230</u>	<u>6,471,277</u>	<u>362,437</u>	<u>6,108,840</u>	<u>6%</u>
Excess (deficiency) of revenues over (under) expenditures	(6,465,230)	(6,471,277)	-	(6,471,277)	
Other Financing Sources (Uses):					
Transfers out	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	
Net Change in Fund Balance	<u>\$(6,465,230)</u>	<u>\$(6,471,277)</u>	<u>-</u>	<u>\$(6,471,277)</u>	
Fund Balance, Beginning of Year			<u>-</u>		
Fund Balance, End of Year			<u>\$-</u>		

**City of Cooper City
Combining Balance Sheet
Nonmajor Governmental Funds
March 31, 2024**

	Special Revenue Funds				
	Building Inspection Fund	Road and Bridge Fund	Police Confiscation Fund	Tree Trust Fund	Total Nonmajor Governmental Funds
Assets:					
Cash, cash equivalents and investments	\$2,059,545	\$1,804,967	\$110,007	\$103,872	\$4,078,391
Intergovernmental receivable	10,782	-	-	-	10,782
Total assets	<u>\$2,070,327</u>	<u>\$1,804,967</u>	<u>\$110,007</u>	<u>\$103,872</u>	<u>\$4,089,173</u>
Liabilities:					
Accounts payable	\$3,265	\$80,901	\$-	\$-	\$84,166
Accrued liabilities	-	-	-	-	-
Total liabilities	<u>3,265</u>	<u>80,901</u>	<u>-</u>	<u>-</u>	<u>84,166</u>
Deferred inflows of resources:					
Unavailable revenue	10,784	-	-	-	10,784
Fund balances:					
Nonspendable	-	-	-	-	-
Restricted for:					
Building department	2,056,278	-	-	-	2,056,278
Culture and recreation	-	-	-	103,872	103,872
Transportation	-	1,724,066	-	-	1,724,066
Public safety	-	-	110,007	-	110,007
Assigned to:	-	-	-	-	-
Unassigned	-	-	-	-	-
Total fund balances	<u>2,056,278</u>	<u>1,724,066</u>	<u>110,007</u>	<u>103,872</u>	<u>3,994,223</u>
Total liabilities and fund balances	<u>\$2,070,327</u>	<u>\$1,804,967</u>	<u>\$110,007</u>	<u>\$103,872</u>	<u>\$4,089,173</u>

City of Cooper City
Combining Statement of Revenues, Expenditures and Changes in Fund Balance
Nonmajor Governmental Funds
For The Six Months Ended March 31, 2024

50% of Fiscal year Completed

	<u>Special Revenue Funds</u>				Total Nonmajor Governmental Funds
	Building Inspection Fund	Road and Bridge Fund	Police Confiscation Fund	Tree Trust Fund	
Revenues:					
Licenses and permits	\$693,282	\$-	\$-	\$-	\$693,282
Intergovernmental	-	281,699	-	-	281,699
Charges for services	39,469	-	-	-	39,469
Fines and forfeitures	-	-	-	-	-
Investment income	33,604	26,158	1,729	1,215	62,706
Miscellaneous	2,566	-	-	100	2,666
Total revenues	<u>\$768,921</u>	<u>\$307,857</u>	<u>\$1,729</u>	<u>\$1,315</u>	<u>\$1,079,822</u>
Expenditures:					
Current:					
Public safety	\$581,539	\$-	\$-	\$-	\$581,539
Transportation	-	572,645	-	-	572,645
Culture and recreation	-	-	-	1,545	1,545
Capital outlay	-	-	-	-	-
Total expenditures	<u>581,539</u>	<u>572,645</u>	<u>-</u>	<u>1,545</u>	<u>1,155,729</u>
Excess (deficiency) of revenues over (under) expenditures	<u>187,382</u>	<u>(264,788)</u>	<u>1,729</u>	<u>(230)</u>	<u>(75,907)</u>
Other financing sources (uses):					
Transfers in	-	363,305	-	-	363,305
Transfers out	<u>(253,337)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(253,337)</u>
Total other financing sources (uses)	<u>(253,337)</u>	<u>363,305</u>	<u>-</u>	<u>-</u>	<u>109,968</u>
Change in fund balances	(65,955)	98,517	1,729	(230)	34,061
Fund balances, beginning of year	<u>2,122,233</u>	<u>1,625,549</u>	<u>108,278</u>	<u>104,102</u>	<u>3,960,162</u>
Fund balances, end of year	<u>\$2,056,278</u>	<u>\$1,724,066</u>	<u>\$110,007</u>	<u>\$103,872</u>	<u>\$3,994,223</u>

**City of Cooper City, Florida
 Schedule of Revenues, Expenditures
 and Changes in Fund Balances - Budget and Actual
 Building Inspection Fund
 For The Six Months Ended March 31, 2024**

50% of Fiscal year Completed

	Budgeted Amounts		Actual Amounts	Variance with Final Budget	
	Original	Final			
Revenues:					
Licenses and permits	\$1,535,000	\$1,535,000	\$693,282	\$(841,718)	45%
Charges for services	50,000	50,000	39,469	(10,531)	79%
Investment earnings	25,000	25,000	33,604	8,604	134%
Miscellaneous revenues	3,000	3,000	2,566	(434)	86%
Total revenues	1,613,000	1,613,000	768,921	(844,079)	48%
Expenditures:					
Current:					
Public safety	2,197,367	2,197,367	581,539	1,615,828	26%
Excess (deficiency) of revenues over (under) expenditure	(584,367)	(584,367)	187,382	771,749	
Other Financing Sources (Uses):					
Transfers in	(1,091,040)	(1,091,040)	-	1,091,040	
Transfers out	(506,673)	(506,673)	(253,337)	253,336	
Net Change in Fund Balance	\$(2,182,080)	\$(2,182,080)	(65,955)	\$2,116,125	
Fund Balance, Beginning of Year			2,122,233		
Fund Balance, End of Year			\$2,056,278		

City of Cooper City, Florida
Statement of Net Position
Proprietary Funds
March 31, 2024

	Water and Sewer Fund	Stormwater Fund	Solid Waste Enterprise Fund	Parking Lot Fund	Total
Assets:					
Current assets					
Cash, cash equivalents, and investments	\$19,263,175	\$318,738	\$120,000	\$165,339	\$19,867,252
Restricted cash, cash equivalents and investments	-	-	-	-	-
Accounts receivable, net	1,204,540	57,036	-	58,135	1,319,711
Advances to other funds	-	-	-	-	-
Total current assets	<u>20,467,715</u>	<u>375,774</u>	<u>120,000</u>	<u>223,474</u>	<u>21,186,963</u>
Noncurrent assets:					
Prepays	3,500,000	-	-	-	3,500,000
Capital assets, non-depreciable	916,214	-	-	535,492	1,451,706
Capital assets, depreciable, net	<u>37,818,415</u>	<u>4,292,498</u>	<u>-</u>	<u>187,214</u>	<u>42,298,127</u>
Total noncurrent assets	<u>42,234,629</u>	<u>4,292,498</u>	<u>-</u>	<u>722,706</u>	<u>47,249,833</u>
Total assets	<u>62,702,344</u>	<u>4,668,272</u>	<u>120,000</u>	<u>946,180</u>	<u>68,436,796</u>
Deferred outflows of resources:					
Deferred outflows relating to pensions	1,763,717	85,782	-	-	1,849,499
Deferred outflows relating to other post employment benefits (OPEB)	<u>532,405</u>	<u>15,598</u>	<u>-</u>	<u>-</u>	<u>548,003</u>
Total deferred outflows of resources	<u>2,296,122</u>	<u>101,380</u>	<u>-</u>	<u>-</u>	<u>2,397,502</u>
Total Assets and Deferred Outflows of Resources	<u>\$64,998,466</u>	<u>\$4,769,652</u>	<u>\$120,000</u>	<u>\$946,180</u>	<u>\$70,834,298</u>
Liabilities:					
Current liabilities					
Accounts payable	303,954	2,921	-	2,085	308,960
Accrued liabilities	1,065	9,467	-	5,141	15,673
Unearned revenue	-	-	-	-	-
Notes payable	-	147,839	-	-	147,839
Compensated absences	91,860	6,290	-	-	98,150
OPEB liability	-	-	-	-	-
Net pension liability	-	-	-	-	-
Deposits payable - from restricted assets	<u>1,184,260</u>	<u>-</u>	<u>-</u>	<u>23,425</u>	<u>1,207,685</u>
Total current liabilities	<u>1,581,139</u>	<u>166,517</u>	<u>-</u>	<u>30,651</u>	<u>1,778,307</u>
Noncurrent liabilities:					
Compensated absences	275,581	18,869	-	-	294,450
Notes payables, net of current portion	-	565,106	-	-	565,106
OPEB liability	2,504,694	74,619	-	-	2,579,313
Net pension liability	<u>4,102,753</u>	<u>165,674</u>	<u>-</u>	<u>-</u>	<u>4,268,427</u>
Total noncurrent liabilities	<u>6,883,028</u>	<u>824,268</u>	<u>-</u>	<u>-</u>	<u>7,707,296</u>
Total liabilities	<u>8,464,167</u>	<u>990,785</u>	<u>-</u>	<u>30,651</u>	<u>9,485,603</u>
Deferred inflows of resources:					
Deferred inflows relating to pensions	84,103	1,036	-	-	85,139
Deferred inflows relating to other post employment benefits (OPEB)	<u>585,006</u>	<u>17,135</u>	<u>-</u>	<u>-</u>	<u>602,141</u>
Total deferred inflows of resources	<u>669,109</u>	<u>18,171</u>	<u>-</u>	<u>-</u>	<u>687,280</u>
Net position:					
Net investment in capital assets	38,734,629	3,579,553	-	722,706	43,036,888
Unrestricted	<u>17,130,561</u>	<u>181,143</u>	<u>120,000</u>	<u>192,823</u>	<u>17,624,527</u>
Total net position	<u>\$55,865,190</u>	<u>\$3,760,696</u>	<u>\$120,000</u>	<u>\$915,529</u>	<u>\$60,661,415</u>

64,998,466 - 4,769,652 - 120,000 - 946,180 - 70,834,298

City of Cooper City, Florida
Statement of Revenues, Expenses and Changes in Fund Net Position
Proprietary Funds
for the Six Months Ended March 31, 2024

	Water and Sewer Fund	Stormwater Fund	Solid Waste Enterprise Fund	Parking Lot Fund	Total
Operating Revenues:					
Intergovernmental revenue	\$-	\$-	\$-	\$-	\$-
Charges for services	\$7,148,220	\$285,035	\$-	\$148,443	\$7,581,698
Impact fees	-	-	-	-	-
Investment Earnings	-	-	-	-	-
Miscellaneous	-	-	120,000	50	120,050
Total operating revenues	<u>7,148,220</u>	<u>285,035</u>	<u>120,000</u>	<u>148,493</u>	<u>7,701,748</u>
Operating Expenses:					
Personnel services and benefits	2,116,758	66,464	-	9,572	2,192,794
Professional services	309,232	35,465	-	7,281	351,978
Materials and supplies	649,667	2,288	-	-	651,955
Utilities	475,809	-	-	4,188	479,997
Insurance	708,335	-	-	-	708,335
Repairs and maintenance	310,884	2,346	-	6,974	320,204
Miscellaneous	68,196	-	-	-	68,196
Depreciation	-	-	-	-	-
Total operating expenses	<u>4,638,881</u>	<u>106,563</u>	<u>-</u>	<u>28,015</u>	<u>4,773,459</u>
Operating income	<u>2,509,339</u>	<u>178,472</u>	<u>120,000</u>	<u>120,478</u>	<u>2,928,289</u>
Nonoperating Revenues (Expenses):					
Interest on interfund loan	10,236	-	-	-	10,236
Investment income	295,887	4,880	-	2,520	303,287
Interest expense	-	(57,190)	-	-	(57,190)
Total nonoperating revenues and (expenses)	<u>306,123</u>	<u>(52,310)</u>	<u>-</u>	<u>2,520</u>	<u>256,333</u>
Income before capital contributions and transfers	<u>2,815,462</u>	<u>126,162</u>	<u>120,000</u>	<u>122,998</u>	<u>3,184,622</u>
Capital Contributions and Transfers:					
Capital contributions	8,742	-	-	-	8,742
Transfers in	208,615	-	-	-	208,615
Transfers out	(1,415,865)	(49,146)	-	(22,038)	(1,487,049)
Total capital contributions and transfers	<u>(1,198,508)</u>	<u>(49,146)</u>	<u>-</u>	<u>(22,038)</u>	<u>(1,269,692)</u>
Change in net position	<u>1,616,954</u>	<u>77,016</u>	<u>120,000</u>	<u>100,960</u>	<u>1,914,930</u>
Total Net Position, Beginning of Year	<u>54,248,236</u>	<u>3,683,680</u>	<u>-</u>	<u>814,569</u>	<u>58,746,485</u>
Total Net Position, End of Year	<u>\$55,865,190</u>	<u>\$3,760,696</u>	<u>\$120,000</u>	<u>\$915,529</u>	<u>\$60,661,415</u>

Interest Income 10/01/2023 - 03/31/2024

Investment Account	Beginning Balance 10/01/2023	% Return	10/01/2023-03/31/2024		March Ending Balance	Account Class
			Interest Earned			
To review Email response with Irwin	FMIVT 0-2		\$ 254,314.23	\$ 6,926.97	\$ 261,241.20	Investment
To review Email response with Irwin	FMIVT 1-3		\$ 265,939.57	\$ 7,751.10	\$ 273,690.67	Investment
To review Email response with Irwin	FMIVT HQ	0.38%	\$ 1,448,883.62	\$ 61,149.34	\$ 1,510,032.96	Investment
State Board of Administration A-LGIP 50%	FL Prime 121941	5.52%	\$ 94,686.46	\$ 2,680.36	\$ 97,366.82	Local Government Investment Pool
State Board of Administration A-LGIP 50%	FL Prime 121943	5.52%	\$ 7,331.00	\$ 273.74	\$ 7,604.74	Local Government Investment Pool
	FL Palm					
Local Governmental Investment Pool 20%		5.65%	\$ 10,451,690.78	\$ 291,386.47	\$ 10,743,077.25	Short Term Funds
Total			\$ 12,522,845.66	\$ 370,167.98	\$ 12,893,013.64	

Bank Accounts	Beginning Balance 10/01/2023	% Return	10/01/2023-03/31/2024		March Ending Balance	Account Class
			Interest Earned			
Interest Bearing Time Deposit, Savings Account, or Money Market Accounts 40%	US Century	4.50%	\$ 10,225,608.12	\$ 230,181.26	\$ 10,455,789.38	Investment
Interest Bearing Time Deposit, Savings Account, or Money Market Accounts 40%	Centennial	3.92%	\$ 5,912,489.87	\$ 115,799.96	\$ 6,028,289.83	Checking
Interest Bearing Time Deposit, Savings Account, or Money Market Accounts 40%	CNB	3.67%	\$ 1,158,469.83	\$ 9,106.23	\$ 1,167,576.06	Public Funds Market Account
Email sent	Synovus	4.59%	\$ 7,329,363.11	\$ 167,231.63	\$ 7,496,594.74	Money Market
	TD Bank	1.38%	\$ 4,604,681.77	\$ 63,646.46	\$ 4,330,723.26	Municipal Interest Checking
	BOA		\$ 34,257,466.63	\$ 13,525,103.55	\$ 13,525,103.55	Business Checking
Total			\$ 63,488,079.33	\$ 585,965.54	\$ 43,004,076.82	
			\$ 76,010,924.99		\$ 55,897,090.46	

04/25/2024

CHECK REGISTER FOR CITY OF COOPER CITY
CHECK DATE FROM 10/01/2023 - 03/31/2024

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank 00001 BANK OF AMERICA					
10/05/2023	00001	151(A)	5779	CAY INDUSTRIES, INC.	855.00
10/05/2023	00001	152(A)	15992	FULL MOON CREATIVE LLC	1,833.54
10/05/2023	00001	153(A)	16244	GOREN, CHEROF, DOODY & EZROL, P.A.	29,449.20
10/05/2023	00001	154(A)	16670	GOVERNMENT & ERP IMPLEMENTATION SVC	15,787.50
10/05/2023	00001	155(A)	736	HAZEN & SAWYER, D.P.C.	19,525.00
10/05/2023	00001	156(A)	541	KLAUSNER & KAUFMAN, P.A.	1,265.00
10/05/2023	00001	157(A)	396	UNITED WAY OF BROWARD COUNTY, INC	8.00
10/05/2023	00001	205871	16341	ADP, INC.	2,772.25
10/05/2023	00001	205872	16030	ADVANCED MULCH, INC.	19,475.46
10/05/2023	00001	205873	194	AFLAC	31.11
10/05/2023	00001	205874	15	ALL AMERICAN PEST CONTROL OF FLORID	265.00
10/05/2023	00001	205875	14446	AMERICAN FIDELITY ASSURANCE	4,375.90
10/05/2023	00001	205876	MISC	AVMED (CARE HMO)	164.48
10/05/2023	00001	205877	5340	BROWARD COUNTY SHERIFF'S OFFICE	14,158.78
10/05/2023	00001	205878	8092	BROWARD COUNTY, BOARD OF COUNTY COM	240.55
10/05/2023	00001	205879	9582	BUILDING AUTOMATION SERVICES OF	124.00
10/05/2023	00001	205880	235	BURKHARD'S TRACTOR & EQUIPMENT INC.	1,563.08
10/05/2023	00001	205881	MISC	CAROL WOODRUFF	200.00
10/05/2023	00001	205882	16754	CIVICPLUS, LLC	7,885.42
10/05/2023	00001	205883	15410	COMCAST	91.90
10/05/2023	00001	205884	2145	DELL COMPUTER CORP.	9,461.99
10/05/2023	00001	205885	559	FAST-DRY COURTS, INC.	251.20
10/05/2023	00001	205886	212	FPL	4,829.06
10/05/2023	00001	205887	75	FPL	65,400.70
10/05/2023	00001	205888	10843	GRANICUS, INC.	8,715.00
10/05/2023	00001	205889	7987	INNUVO INC	648.28
10/05/2023	00001	205890	11263	IWORQ SYSTEMS	16,220.00
10/05/2023	00001	205891	17274	JEFFREY ALLEN, INC	13,057.80
10/05/2023	00001	205892	MISC	KAREN TORRES	250.00
10/05/2023	00001	205893	17095	LANDSCAPE SERVICE PROFESSIONALS INC	5,381.00
10/05/2023	00001	205894	16347	LOTTENBERG LAW, P.A.	600.00
10/05/2023	00001	205895	336	MATHESON TRI-GAS INC.	732.30
10/05/2023	00001	205896	16318	MERCHANTS ASSOCIATION COLLECTION DI	130.72
10/05/2023	00001	205897	16286	O'REILLY AUTOMOTIVE STORES, INC	468.90
10/05/2023	00001	205898	16206	OCCUPATIONAL HEALTH CTRS OF SW P.A.	333.20
10/05/2023	00001	205899	181	OFFICE DEPOT	290.97
10/05/2023	00001	205900	13509	PINES FORD LINCOLN MERCURY	3,019.02
10/05/2023	00001	205901	16367	QUADIENT LEASING USA, INC	204.45
10/05/2023	00001	205902	16516	RELADYNE FLORIDA, LLC	1,765.70
10/05/2023	00001	205903	15802	SCHOOL BOARD OF BROWARD COUNTY	12,337.50
10/05/2023	00001	205904	10309	SHI INTERNATIONAL CORP.	12,206.40
10/05/2023	00001	205905	MISC	SIMPLY HEALTHCARE (CAID HMO)	78.97
10/05/2023	00001	205906	15976	SUNSHINE ENTERPRISES, INC.	510.97
10/05/2023	00001	205907	249	SUNSHINE STATE ONE CALL OF FL INC.	100.04
10/05/2023	00001	205908	15643	THE PARTS HOUSE	328.18
10/05/2023	00001	205909	16652	TOSHIBA FINANCIAL SERVICES	348.09
10/05/2023	00001	205910	15811	UNITED HEALTHCARE	3,900.79

10/05/2023	00001	205911	861	WESCO TURF INC.	11,037.00
10/05/2023	00001	205912	15963	WHEELABRATOR SOUTH BROWARD INC.	6,000.00
10/20/2023	00001	158(A)	5319	ALLSTATE RESOURCE MANAGEMENT, INC	550.00
10/20/2023	00001	159(A)	5319	ALLSTATE RESOURCE MANAGEMENT, INC	745.00
10/20/2023	00001	160(A)	244	BARNEY'S PUMPS, INC	4,030.00
10/20/2023	00001	161(A)	15992	FULL MOON CREATIVE LLC	875.00
10/20/2023	00001	162(A)	1441	INDUSTRIAL HOSE & HYDRAULICS INC	2,318.45
10/20/2023	00001	163(A)	17120	KIRK BUFFINGTON	1,250.00
10/20/2023	00001	164(A)	16951	NEXTAFF GROUP, LLC	4,424.70
10/20/2023	00001	165(A)	220	RONALD L. BOOK, P.A.	4,000.00
10/20/2023	00001	166(A)	396	UNITED WAY OF BROWARD COUNTY, INC	8.00
10/20/2023	00001	167(A)	170	W. W. GRAINGER, INC	46.32
10/20/2023	00001	168(A)	401	WEEKLEY ASPHALT PAVING, INC.	260.00
10/20/2023	00001	221(S)	15410	COMCAST	0.00
10/20/2023	00001	205913	16341	ADP, INC.	3,311.15
10/20/2023	00001	205914	16192	ADVANCED ENVIRONMENTAL LABORATORIES	3,319.00
10/20/2023	00001	205915	194	AFLAC	31.11
10/20/2023	00001	205916	2389	ALFA LAVAL INC	15,059.25
10/20/2023	00001	205917	15	ALL AMERICAN PEST CONTROL OF FLORID	300.00
10/20/2023	00001	205918	14446	AMERICAN FIDELITY ASSURANCE	5,751.52
10/20/2023	00001	205919	14451	AMERICAN FIDELITY ASSURANCE CO	1,992.26
10/20/2023	00001	205920	14208	AT&T	5,810.54
10/20/2023	00001	205921	14208	AT&T	590.85
10/20/2023	00001	205922	16083	AT&T	716.19
10/20/2023	00001	205923	14882	AT&T WIRELESS	2,938.99
10/20/2023	00001	205924	7657	BROWARD BOLT	806.14
10/20/2023	00001	205925	14662	BROWARD COUNTY MUNICIPAL CLERKS'	200.00
10/20/2023	00001	205926	2332	BROWARD COUNTY RECORDS	391.00
10/20/2023	00001	205927	4912	C.C. CONTROL CORPORATION	1,400.00
10/20/2023	00001	205928	158	CARLON, INC.	168.63
10/20/2023	00001	205929	MISC	CC HOMES AT KINGFISHER RESERVE	2,105.48
10/20/2023	00001	205930	MISC	CC HOMES AT KINGFISHER RESERVE, LLC	848.65
10/20/2023	00001	205931	14967	CH2M HILL ENGINEERS, INC.	5,887.62
10/20/2023	00001	205932	8189	CHERYL BERKE	70.97
10/20/2023	00001	205933	15410	COMCAST	36.05
10/20/2023	00001	205934	15410	COMCAST	269.28
10/20/2023	00001	205935	16130	COMCAST	3,796.87
10/20/2023	00001	205936	378	COMMERCIAL ENERGY SPECIALISTS, INC	258.00
10/20/2023	00001	205937	16287	CONCRETE WORKS & PAVING INC	6,512.00
10/20/2023	00001	205938	3129	CONDO ELECTRIC MOTOR REPAIR	9,950.00
10/20/2023	00001	205939	17169	CONSOLIDATED PIPE & SUPPLY COMPANY	3,310.00
10/20/2023	00001	205940	16068	CORE & MAIN LP	122.52
10/20/2023	00001	205941	15677	DATA FLOW SYSTEMS, INC.	877.00
10/20/2023	00001	205942	8741	DISCOVERY TANK TESTING	500.00
10/20/2023	00001	205943	14296	DONERITE PUMPS	600.00
10/20/2023	00001	205944	1937	ECONOMIC ELECTRIC MOTORS	39.40
10/20/2023	00001	205945	136	ENVIRONMENTAL REAGENT SERVICES	287.07
10/20/2023	00001	205946	17162	EXPRESSIONS OF TALENT	600.00
10/20/2023	00001	205947	167	FERGUSON ENTERPRISES INC.	3,095.31
10/20/2023	00001	205948	13874	FLORIDA DEPARTMENT OF TRANSPORTATIO	52.69
10/20/2023	00001	205949	58	FLORIDA LEAGUE OF CITIES	5,498.00
10/20/2023	00001	205950	8121	FLORIDA MUNICIPAL INSURANCE TRUST	172,513.21
10/20/2023	00001	205951	16547	FLORIDA POOL FILLS, INC.	487.20

10/20/2023	00001	205952	212	FPL	8,633.12
10/20/2023	00001	205953	11344	HAWKINS, INC.	978.75
10/20/2023	00001	205954	16267	HOSES PLUS, INC.	766.99
10/20/2023	00001	205955	11009	HUMANA INSURANCE CO	9,643.52
10/20/2023	00001	205956	10233	HYDROCORP, LLC	110.00
10/20/2023	00001	205957	16183	IFINISH LLC	720.00
10/20/2023	00001	205958	17128	INFOSEND, INC.	5,453.45
10/20/2023	00001	205959	MISC	JOHANNA GUZMAN	250.00
10/20/2023	00001	205960	16946	JOHN MICHAEL PEREZ	6,020.00
10/20/2023	00001	205961	14079	KEMIRA WATER SOLUTIONS, INC.	3,621.73
10/20/2023	00001	205962	MISC	KEVIN BORRERO	250.00
10/20/2023	00001	205963	17095	LANDSCAPE SERVICE PROFESSIONALS INC	29,447.00
10/20/2023	00001	205964	888	LEHMAN PIPE AND PLUMBING SUPPLY INC	767.48
10/20/2023	00001	205965	MISC	LISA MALLOZZI	198.89
10/20/2023	00001	205966	669	MASSACHUSETTS MUTUAL LIFE	29.12
10/20/2023	00001	205967	10120	MIAMI TIRESOLES	2,098.82
10/20/2023	00001	205968	1056	MICHAEL ALDRICH	2,000.00
10/20/2023	00001	205969	16214	NATIONAL CENTER FOR SAFETY INITIATI	55.50
10/20/2023	00001	205970	16163	NUCAT CORPORATION	4,960.30
10/20/2023	00001	205971	16206	OCCUPATIONAL HEALTH CTRS OF SW P.A.	41.00
10/20/2023	00001	205972	16125	PACE ANALYTICAL SERVICES, LLC	4,651.89
10/20/2023	00001	205973	17141	PK SAFETY SUPPLY	214.88
10/20/2023	00001	205974	16195	PSI TECHNOLOGIES INC	9,762.19
10/20/2023	00001	205975	7238	SOUTHLAND ELECTRICAL SUPPLY, INC	4,835.13
10/20/2023	00001	205976	275	SUN-SENTINEL	1,711.90
10/20/2023	00001	205977	16956	SUNPASS	7.06
10/20/2023	00001	205978	249	SUNSHINE STATE ONE CALL OF FL INC.	248.13
10/20/2023	00001	205979	10898	SUPERIOR LANDSCAPING& LAWN SVC INC.	38,263.32
10/20/2023	00001	205980	16205	SYNAGRO-WWT, INC	53,270.84
10/20/2023	00001	205981	14520	TEXAS LIFE INSURANCE COMPANY	1,170.36
10/20/2023	00001	205982	10661	TOSHIBA AMERICA BUSINESS SOLUTIONS	433.87
10/20/2023	00001	205983	16652	TOSHIBA FINANCIAL SERVICES	246.31
10/20/2023	00001	205984	3211	TROPHIES BY EDCO INC	58.75
10/20/2023	00001	205985	4374	USA BLUE BOOK	4,847.92
10/20/2023	00001	205986	15886	VERMONT SYSTEMS, INC.	7,732.96
10/20/2023	00001	205987	170	W. W. GRAINGER, INC	4,364.66
10/20/2023	00001	205988	1542	WASTE MANAGEMENT	313,297.50
10/20/2023	00001	205989	16498	WM RECYCLE AMERICA, LLC	22,417.56
10/25/2023	00001	169(A)	5319	ALLSTATE RESOURCE MANAGEMENT, INC	745.00
10/25/2023	00001	170(A)	5340	BROWARD COUNTY SHERIFF'S OFFICE	1,397,427.90
10/25/2023	00001	171(A)	7462	GETTING GREEN PLANT SERVICE, INC.	775.60
10/27/2023	00001	205990	17129	24 HOURS, INC	3,053.00
10/27/2023	00001	205991	194	AFLAC	31.11
10/27/2023	00001	205992	MISC	ALFREDO PIZZA	70.61
10/27/2023	00001	205993	20	ALLIED UNIVERSAL CORP.	5,317.90
10/27/2023	00001	205994	MISC	ALMADA, ARTURO	42.98
10/27/2023	00001	205995	681	ALTEC INDUSTRIES INC.	1,119.41
10/27/2023	00001	205996	MISC	ANNE-MARIE GILFILLIAN WOODSON	46.10
10/27/2023	00001	205997	7869	ASHBRITT, INC.	29,320.00
10/27/2023	00001	205998	16083	AT&T	149.80
10/27/2023	00001	205999	MISC	AZULAY, LIOR & VIKI	32.32
10/27/2023	00001	206000	MISC	BETHEA JR, THOMAS	32.53
10/27/2023	00001	206001	MISC	BRAMI, RAHEL SHELLY & ELIYAHU	5.38

10/27/2023	00001	206002	MISC	BREITBART, STEVEN	205.81
10/27/2023	00001	206003	MISC	BRENNER, MITCHELL & EVELYN	46.88
10/27/2023	00001	206004	MISC	BRITO JORGE, ANDRE	117.51
10/27/2023	00001	206005	MISC	BUCKLAND, STEVEN & LORI ANN	25.28
10/27/2023	00001	206006	235	BURKHARD'S TRACTOR & EQUIPMENT INC.	651.65
10/27/2023	00001	206007	MISC	CC HOMES AT KINGFISHER RESERVE	956.36
10/27/2023	00001	206008	MISC	CC HOMES AT KINGFISHER RESERVE, LLC	414.60
10/27/2023	00001	206009	MISC	CHORATH, CYRIL	45.37
10/27/2023	00001	206010	15878	CITY FIRE, INC.	3,009.37
10/27/2023	00001	206011	MISC	CJ OMEGA NAILS AND SPA, INC.	55.79
10/27/2023	00001	206012	15410	COMCAST	181.30
10/27/2023	00001	206013	15410	COMCAST	293.35
10/27/2023	00001	206014	15410	COMCAST	32.66
10/27/2023	00001	206015	MISC	COUTU, PATRICIA	77.99
10/27/2023	00001	206016	MISC	DALU REV LIV TR	39.47
10/27/2023	00001	206017	2145	DELL COMPUTER CORP.	1,534.10
10/27/2023	00001	206018	MISC	DIVIPAS, LLC	42.66
10/27/2023	00001	206019	16729	DUVAL ASPHALT PRODUCTS, INC.	1,232.00
10/27/2023	00001	206020	MISC	ELIAS, DANIELLE & GUILHERME	83.86
10/27/2023	00001	206021	15632	ENGINEERED SERVICES, INC.	111.06
10/27/2023	00001	206022	MISC	ESQUILIN, RAYMOND & ANGIE	129.38
10/27/2023	00001	206023	MISC	FELDMAN, ALAN & YEYSENIA	20.68
10/27/2023	00001	206024	MISC	FENG, YAO	13.13
10/27/2023	00001	206025	13874	FLORIDA DEPARTMENT OF TRANSPORTATIO	6.44
10/27/2023	00001	206026	8121	FLORIDA MUNICIPAL INSURANCE TRUST	315,493.00
10/27/2023	00001	206027	212	FPL	6,117.19
10/27/2023	00001	206028	75	FPL	46,443.90
10/27/2023	00001	206029	75	FPL	92.88
10/27/2023	00001	206030	MISC	GELFAND, JOANNE	8.35
10/27/2023	00001	206031	MISC	GILBREATH, NICOLE	29.11
10/27/2023	00001	206032	MISC	GOLDSON, JUNELLE	125.28
10/27/2023	00001	206033	MISC	GOMEZ PROPERTY LLC	12.47
10/27/2023	00001	206034	7699	GREEN THUMB LAWN & GARDEN CENTER	13,077.32
10/27/2023	00001	206035	MISC	GRYCON, LLC	860.00
10/27/2023	00001	206036	MISC	GUTSTEIN, SCOTT P	143.37
10/27/2023	00001	206037	MISC	HANLON, WILLIAM	59.91
10/27/2023	00001	206038	MISC	HARRIS, KEVIN & CINDY	317.56
10/27/2023	00001	206039	MISC	HORSING AROUND INC	36.69
10/27/2023	00001	206040	MISC	HUSSAIN, MOHAMMED A & NISHAT F	42.98
10/27/2023	00001	206041	MISC	INVERSIONES RIVERSAY PLAZA INC	29.67
10/27/2023	00001	206042	16500	JASON DIX	100.00
10/27/2023	00001	206043	MISC	JIMENEZ, MAURICIO	159.29
10/27/2023	00001	206044	16946	JOHN MICHAEL PEREZ	5,180.00
10/27/2023	00001	206045	MISC	JONES, LUIS & NATALIA	129.09
10/27/2023	00001	206046	MISC	JPR UNDERGROUND INC	687.98
10/27/2023	00001	206047	MISC	JYANI, AJAY & MONIA	30.28
10/27/2023	00001	206048	MISC	KERBEL, CANDICE	140.80
10/27/2023	00001	206049	17095	LANDSCAPE SERVICE PROFESSIONALS INC	34,828.00
10/27/2023	00001	206050	MISC	LAWRENCE, STEPHANIE	75.00
10/27/2023	00001	206051	888	LEHMAN PIPE AND PLUMBING SUPPLY INC	383.40
10/27/2023	00001	206052	16450	LIFE INSURANCE COMPANY OF NORTH AME	2,974.57
10/27/2023	00001	206053	MISC	LISA MALLOZZI	1,039.15
10/27/2023	00001	206054	MISC	LOWDER, ASHLEY	8.94

10/27/2023	00001	206055	MISC	LU, JIE	24.86
10/27/2023	00001	206056	15987	MACCABI LANDSCAPE CORP	180.00
10/27/2023	00001	206057	MISC	MAIMONE, ANTHONY & AMY	103.85
10/27/2023	00001	206058	MISC	MAKI, SARI	40.68
10/27/2023	00001	206059	MISC	MANGANI, ALIYA & GUIDO	101.28
10/27/2023	00001	206060	MISC	MARTIN, JOHN	46.19
10/27/2023	00001	206061	63	MASS MUTUAL	547.72
10/27/2023	00001	206062	336	MATHESON TRI-GAS INC.	709.28
10/27/2023	00001	206063	10120	MIAMI TIRESOLES	2,567.82
10/27/2023	00001	206064	MISC	MINA, LUNINGNING	129.38
10/27/2023	00001	206065	MISC	MINDELL, ARIEL SHIMON	120.46
10/27/2023	00001	206066	MISC	MONTERRA INVESTMENTS, LLC	621.83
10/27/2023	00001	206067	MISC	MORTAJINE, MOHAMMED	110.47
10/27/2023	00001	206068	12831	MUSCO LIGHTING	1,900.00
10/27/2023	00001	206069	MISC	NAVAS, KRISTINE	207.19
10/27/2023	00001	206070	15782	NDR MAINTENANCE SERVICES, INC	8,900.00
10/27/2023	00001	206071	MISC	NGUYEN, KRISTY	101.32
10/27/2023	00001	206072	16163	NUCAT CORPORATION	4,975.00
10/27/2023	00001	206073	MISC	OLIVAR, PEDRO	115.79
10/27/2023	00001	206074	MISC	ORDONEZ, GALO & JENNIFER	83.56
10/27/2023	00001	206075	MISC	PANZARDI, SANTIAGO	152.60
10/27/2023	00001	206076	MISC	PATINO, HENRY & CARMEN	427.65
10/27/2023	00001	206077	MISC	PEDROSO RAMIREZ, YUMAIKEL	114.91
10/27/2023	00001	206078	MISC	POSTMA, DEBORAH	116.73
10/27/2023	00001	206079	16432	PREFERRED IDENTITY PLAN, INC	113.00
10/27/2023	00001	206080	16195	PSI TECHNOLOGIES INC	837.50
10/27/2023	00001	206081	MISC	RESTREPO, HECTOR	73.83
10/27/2023	00001	206082	16534	RINGCENTRAL, INC.	1,755.21
10/27/2023	00001	206083	MISC	RODRIGUEZ, RAMON	89.84
10/27/2023	00001	206084	MISC	SANDRA L CABANA	250.00
10/27/2023	00001	206085	MISC	SCHWARTZ, SAM & SUSAN	28.65
10/27/2023	00001	206086	MISC	SHAWN MARTINEZ	250.00
10/27/2023	00001	206087	16004	SHENANDOAH GENERAL CONSTRUCTION, CO	2,350.00
10/27/2023	00001	206088	12451	SITEONE LANDSCAPE SUPPLY HOLDING LL	10,037.75
10/27/2023	00001	206089	16086	SPORTAFLEX, LLC	2,171.50
10/27/2023	00001	206090	MISC	STAPLE, ROBERT	30.27
10/27/2023	00001	206091	16268	SULPHURIC ACID TRADING COMPANY, INC	50,500.63
10/27/2023	00001	206092	MISC	SUTTON, WALTER	37.01
10/27/2023	00001	206093	MISC	THAMIRIS DARAGAN REV TR	70.14
10/27/2023	00001	206094	16431	THE LEGAL PLAN, INC	199.00
10/27/2023	00001	206095	MISC	THE TANNING LOUNGE	90.61
10/27/2023	00001	206096	8805	THOR GUARD, INC.	270.00
10/27/2023	00001	206097	MISC	TORRES, DANIEL	100.00
10/27/2023	00001	206098	MISC	TORRES, JOHN	27.56
10/27/2023	00001	206099	10661	TOSHIBA AMERICA BUSINESS SOLUTIONS	433.87
10/27/2023	00001	206100	16652	TOSHIBA FINANCIAL SERVICES	1,376.05
10/27/2023	00001	206101	15811	UNITED HEALTHCARE	3,900.79
10/27/2023	00001	206102	4858	UNITED HEALTHCARE	1,821.20
10/27/2023	00001	206103	4374	USA BLUE BOOK	1,773.39
10/27/2023	00001	206104	MISC	VANEGAS, CARLOS	6.77
10/27/2023	00001	206105	MISC	VANEVENHOVEN, ADAM	99.89
10/27/2023	00001	206106	16297	VANTAGE INTEGRATION, INC.(AT&I SYS)	2,775.00
10/27/2023	00001	206107	17072	VENUTI MARKETING CONSULTANTS, INC	900.00

10/27/2023	00001	206108 15606	VERIZON WIRELESS	1,966.28
10/27/2023	00001	206109 MISC	VIALL, LISA	47.51
10/27/2023	00001	206110 MISC	WEITZMAN, MARNIE	114.49
10/27/2023	00001	206111 861	WESCO TURF INC.	2,721.67
10/27/2023	00001	206112 MISC	WEST, ANTHONY ALAN	86.82
10/27/2023	00001	206113 MISC	WHITNEY , KELLI JO	12.23
10/27/2023	00001	206114 16220	WILDFLOWER SEED AND PLANT GROWERS A	300.00
10/27/2023	00001	206115 MISC	WILLIAMS, DIANA & WILBERT	119.07
10/27/2023	00001	206116 MISC	WILSON, BARBARA & CHRISTOPHER	72.25
10/27/2023	00001	206117 MISC	WRIGHT, JOSEPH & MICHELE	35.66
10/27/2023	00001	206118 MISC	WU, WEN CONG	157.49
10/27/2023	00001	206119 MISC	ZINN, DAVID	93.79
10/27/2023	00001	206120 710	ZUGAR GROWERS	70.00
11/08/2023	00001	172(A) 5319	ALLSTATE RESOURCE MANAGEMENT, INC	550.00
11/08/2023	00001	173(A) 5340	BROWARD COUNTY SHERIFF'S OFFICE	1,336,347.17
11/08/2023	00001	174(A) 15992	FULL MOON CREATIVE LLC	825.00
11/08/2023	00001	175(A) 16244	GOREN, CHEROF, DOODY & EZROL, P.A.	26,577.70
11/08/2023	00001	176(A) 16670	GOVERNMENT & ERP IMPLEMENTATION SVC	11,287.50
11/08/2023	00001	177(A) 736	HAZEN & SAWYER, D.P.C.	57,791.50
11/08/2023	00001	178(A) 17159	KEEFE MCCULLOUGH	12,500.00
11/08/2023	00001	179(A) 17120	KIRK BUFFINGTON	9,437.50
11/08/2023	00001	180(A) 541	KLAUSNER & KAUFMAN, P.A.	11,660.00
11/08/2023	00001	181(A) 396	UNITED WAY OF BROWARD COUNTY, INC	16.00
11/08/2023	00001	206121 MISC	2841 NW 82 WAY, LLC	63.27
11/08/2023	00001	206122 MISC	ANGRY, HEATHER K	49.99
11/08/2023	00001	206123 16083	AT&T	159.79
11/08/2023	00001	206124 14882	AT&T WIRELESS	201.71
11/08/2023	00001	206125 MISC	BARILARI, PABLO & GABRIELA	27.01
11/08/2023	00001	206126 MISC	BHATT, RUCHIR K & KHUSHALI	66.31
11/08/2023	00001	206127 MISC	BURGOS, JESSICA	149.09
11/08/2023	00001	206128 MISC	CAMPOS, WILMAR	53.55
11/08/2023	00001	206129 MISC	CC HOMES AT KINGFISHER RESERVE, LLC	478.45
11/08/2023	00001	206130 MISC	CIAVARELLA SR, JOSEPH	173.17
11/08/2023	00001	206131 15410	COMCAST	91.90
11/08/2023	00001	206132 15410	COMCAST	269.28
11/08/2023	00001	206133 15840	COOPER CITY BUILDING DEPT (PERMITS)	6,008.12
11/08/2023	00001	206134 MISC	EBRAHIM NANCY	50.00
11/08/2023	00001	206135 MISC	FALCO, FRANCOIS & NATHALIE	46.11
11/08/2023	00001	206136 13874	FLORIDA DEPARTMENT OF TRANSPORTATIO	7.50
11/08/2023	00001	206137 203	FLORIDA MUNICIPAL INSURANCE TRUST	173,712.40
11/08/2023	00001	206138 15855	FORTILINE, INC	2,880.00
11/08/2023	00001	206139 212	FPL	5,386.13
11/08/2023	00001	206140 75	FPL	64,520.21
11/08/2023	00001	206141 MISC	GINDI, SHIRAN & JOSEPH	35.97
11/08/2023	00001	206142 MISC	HEATHER TANNER	250.00
11/08/2023	00001	206143 11009	HUMANA INSURANCE CO	9,503.54
11/08/2023	00001	206144 16183	IFINISH LLC	360.00
11/08/2023	00001	206145 MISC	ITAH, MALIN BEN	69.70
11/08/2023	00001	206146 MISC	JENNIFER SCHRODER	50.00
11/08/2023	00001	206147 MISC	JEREMY KATZMAN	12.55
11/08/2023	00001	206148 MISC	JESSE TAGGI	250.00
11/08/2023	00001	206149 MISC	JOANNE COULTER	250.00
11/08/2023	00001	206150 16946	JOHN MICHAEL PEREZ	5,810.00

11/08/2023	00001	206151	MISC	JONES, DENNIS & JOYCE	133.05
11/08/2023	00001	206152	MISC	KRUG, CORY EVAN	48.76
11/08/2023	00001	206153	MISC	LASRI, MOSHE & LITAL	66.49
11/08/2023	00001	206154	MISC	MCINTOSH, TREVOR	143.08
11/08/2023	00001	206155	16318	MERCHANTS ASSOCIATION COLLECTION DI	271.17
11/08/2023	00001	206156	15994	METRO EXPRESS INC.	24,383.56
11/08/2023	00001	206157	1056	MICHAEL ALDRICH	2,000.00
11/08/2023	00001	206158	MISC	MICHAEL MCCOOL	250.00
11/08/2023	00001	206159	MISC	MILESTONE, JAN M & NEIL A	166.66
11/08/2023	00001	206160	MISC	MOLINA COLINDRES, ROGER	117.84
11/08/2023	00001	206161	16397	MOTOROLA SOLUTIONS, INC.	84.32
11/08/2023	00001	206162	16214	NATIONAL CENTER FOR SAFETY INITIATI	18.50
11/08/2023	00001	206163	16361	ON THE SPOT SOLUTIONS LLC	550.00
11/08/2023	00001	206164	MISC	PARDO THORSCHMIDT, JUAN A	43.08
11/08/2023	00001	206165	16367	QUADIENT LEASING USA, INC	204.45
11/08/2023	00001	206166	MISC	ROBINSON, DALLAS	58.31
11/08/2023	00001	206167	MISC	RODRIGUEZ LOPEZ, ROSA MARIA	2.08
11/08/2023	00001	206168	MISC	ROMANO, STEVEN	157.51
11/08/2023	00001	206169	MISC	SANCHEZ, RICARDO	45.71
11/08/2023	00001	206170	MISC	SCHIPPMANN, VIRGINIA	91.18
11/08/2023	00001	206171	15934	STAR CLEANING USA, INC.	910.11
11/08/2023	00001	206172	275	SUN-SENTINEL	771.75
11/08/2023	00001	206173	2604	SUPERSTAR PRODUCTIONS	2,250.00
11/08/2023	00001	206174	MISC	TEDRA ALLEN	489.84
11/08/2023	00001	206175	MISC	TIFFANY SARSKE	50.00
11/08/2023	00001	206176	146	US POSTMASTER	310.00
11/08/2023	00001	206177	MISC	VICTORIA VANESVICIUS	50.00
11/08/2023	00001	206178	MISC	VIGNALE, VIRGINIA	63.59
11/08/2023	00001	206179	675	WACO FILTERS CORPORATION	23,751.00
11/08/2023	00001	206180	MISC	WELCH, STEPHEN & MONIKA	72.52
11/16/2023	00001	182(A)	5319	ALLSTATE RESOURCE MANAGEMENT, INC	1,295.00
11/16/2023	00001	183(A)	5340	BROWARD COUNTY SHERIFF'S OFFICE	2,224,043.68
11/16/2023	00001	184(A)	15992	FULL MOON CREATIVE LLC	375.00
11/16/2023	00001	185(A)	16225	HILL MANUFACTURING COMPANY, INC.	4,447.98
11/16/2023	00001	186(A)	15600	LOU'S GLOVES, INC.	485.00
11/16/2023	00001	187(A)	16951	NEXTAFF GROUP, LLC	8,006.60
11/16/2023	00001	188(A)	220	RONALD L. BOOK, P.A.	4,000.00
11/16/2023	00001	206181	17129	24 HOURS, INC	3,053.00
11/16/2023	00001	206182	16341	ADP, INC.	3,297.65
11/16/2023	00001	206183	16192	ADVANCED ENVIRONMENTAL LABORATORIES	2,385.00
11/16/2023	00001	206184	194	AFLAC	31.11
11/16/2023	00001	206185	15	ALL AMERICAN PEST CONTROL OF FLORID	265.00
11/16/2023	00001	206186	20	ALLIED UNIVERSAL CORP.	14,251.85
11/16/2023	00001	206187	17284	ANDREW G. RAMIREZ	2,500.00
11/16/2023	00001	206188	14208	AT&T	787.80
11/16/2023	00001	206189	14208	AT&T	1,493.57
11/16/2023	00001	206190	16083	AT&T	566.39
11/16/2023	00001	206191	16722	AT&T	1,482.05
11/16/2023	00001	206192	2332	BROWARD COUNTY RECORDS	125.00
11/16/2023	00001	206193	MISC	BROWARD SHERIFF'S EXPLORERS	10,000.00
11/16/2023	00001	206194	14801	BS&A SOFTWARE	34,608.00
11/16/2023	00001	206195	235	BURKHARD'S TRACTOR & EQUIPMENT INC.	303.00
11/16/2023	00001	206196	158	CARLON, INC.	1,388.63

11/16/2023	00001	206197	3596	CHAMPAGNE GRAPHICS, INC.	32.67
11/16/2023	00001	206198	15878	CITY FIRE, INC.	389.90
11/16/2023	00001	206199	15410	COMCAST	199.85
11/16/2023	00001	206200	15410	COMCAST	196.85
11/16/2023	00001	206201	MISC	COOPER CITY CRIME	10,000.00
11/16/2023	00001	206202	MISC	DAVID SANTI	250.00
11/16/2023	00001	206203	14296	DONERITE PUMPS	1,150.00
11/16/2023	00001	206204	17283	FANTASY THEATRE FACTORY, INC	1,500.00
11/16/2023	00001	206205	167	FERGUSON ENTERPRISES INC.	452.04
11/16/2023	00001	206206	16515	FINISH LINE MAINTENANCE SERVICES,LL	1,947.50
11/16/2023	00001	206207	8121	FLORIDA MUNICIPAL INSURANCE TRUST	4,344.00
11/16/2023	00001	206208	16547	FLORIDA POOL FILLS, INC.	2,857.20
11/16/2023	00001	206209	15855	FORTILINE, INC	3,446.00
11/16/2023	00001	206210	212	FPL	9,636.13
11/16/2023	00001	206211	75	FPL	6,896.22
11/16/2023	00001	206212	75	FPL	3,103.18
11/16/2023	00001	206213	MISC	GEORGE VARGHESE	245.00
11/16/2023	00001	206214	648	GOLD COAST CRANE SERVICE	727.60
11/16/2023	00001	206215	17282	GOVHR USA, LLC	2,575.00
11/16/2023	00001	206216	530	HACH COMPANY	318.00
11/16/2023	00001	206217	186	HD SUPPLY FACILITIES MAINTENANCE, L	1,426.50
11/16/2023	00001	206218	16634	JET-VAC EQUIPMENT COMPANY, LLC	330.50
11/16/2023	00001	206219	MISC	LAVISHA HARPALANI	200.00
11/16/2023	00001	206220	888	LEHMAN PIPE AND PLUMBING SUPPLY INC	786.62
11/16/2023	00001	206221	16450	LIFE INSURANCE COMPANY OF NORTH AME	2,972.57
11/16/2023	00001	206222	MISC	LISE JEAN FRANCOIS	250.00
11/16/2023	00001	206223	MISC	MACENZIE FARR	250.00
11/16/2023	00001	206224	669	MASSACHUSETTS MUTUAL LIFE	29.12
11/16/2023	00001	206225	10120	MIAMI TIRESOLES	1,659.67
11/16/2023	00001	206226	16214	NATIONAL CENTER FOR SAFETY INITIATI	37.00
11/16/2023	00001	206227	16286	O'REILLY AUTOMOTIVE STORES, INC	1,312.03
11/16/2023	00001	206228	16206	OCCUPATIONAL HEALTH CTRS OF SW P.A.	332.00
11/16/2023	00001	206229	16125	PACE ANALYTICAL SERVICES, LLC	825.00
11/16/2023	00001	206230	13509	PINES FORD LINCOLN MERCURY	380.09
11/16/2023	00001	206231	115	PLAYCORE WISCONSIN, INC.	52,648.22
11/16/2023	00001	206232	15973	SB EVENTS & PRODUCTIONS	500.00
11/16/2023	00001	206233	12451	SITEONE LANDSCAPE SUPPLY HOLDING LL	19,330.08
11/16/2023	00001	206234	16268	SULPHURIC ACID TRADING COMPANY, INC	50,527.14
11/16/2023	00001	206235	15976	SUNSHINE ENTERPRISES, INC.	1,201.50
11/16/2023	00001	206236	249	SUNSHINE STATE ONE CALL OF FL INC.	100.04
11/16/2023	00001	206237	10898	SUPERIOR LANDSCAPING& LAWN SVC INC.	38,263.32
11/16/2023	00001	206238	14520	TEXAS LIFE INSURANCE COMPANY	575.18
11/16/2023	00001	206239	10661	TOSHIBA AMERICA BUSINESS SOLUTIONS	433.87
11/16/2023	00001	206240	15627	TRINOVA-FLORIDA	2,666.18
11/16/2023	00001	206241	5131	UNIVAR USA INC.	950.00
11/16/2023	00001	206242	4374	USA BLUE BOOK	1,519.61
11/16/2023	00001	206243	1542	WASTE MANAGEMENT	322,464.22
11/16/2023	00001	206244	16498	WM RECYCLE AMERICA, LLC	22,256.57
11/16/2023	00001	206245	16054	YASCAR ENTERPRISE, INC.	2,000.00
11/28/2023	00001	189(A)	11345	A QUALITY BUSHOG	275.00
11/28/2023	00001	190(A)	5340	BROWARD COUNTY SHERIFF'S OFFICE	12,243.36
11/28/2023	00001	191(A)	9518	CRS MAX CONSULTANTS, INC.	6,930.00
11/28/2023	00001	192(A)	1441	INDUSTRIAL HOSE & HYDRAULICS INC	205.86

11/28/2023	00001	193(A)	16951	NEXTAFF GROUP, LLC	17,750.17
11/28/2023	00001	194(A)	5620	THE FITNESS SOLUTION, INC.	1,070.53
11/28/2023	00001	195(A)	396	UNITED WAY OF BROWARD COUNTY, INC	8.00
11/28/2023	00001	206246	8919	10-S TENNIS SUPPLY	1,147.90
11/28/2023	00001	206247	MISC	ADKINS TURNER, NATALIE	164.98
11/28/2023	00001	206248	194	AFLAC	31.11
11/28/2023	00001	206249	MISC	ALCURE, YADIRA	54.65
11/28/2023	00001	206250	14451	AMERICAN FIDELITY ASSURANCE CO	1,992.26
11/28/2023	00001	206251	16083	AT&T	159.79
11/28/2023	00001	206252	MISC	AVRAHAM ZOMBER REV TR	11.02
11/28/2023	00001	206253	MISC	BAKER, QUEEN E	17.22
11/28/2023	00001	206254	MISC	BARBARA CARGILL	50.00
11/28/2023	00001	206255	8092	BROWARD COUNTY, BOARD OF COUNTY COM	225.01
11/28/2023	00001	206256	MISC	BURLAK, CARRIE	132.27
11/28/2023	00001	206257	16052	CARLOS VEGA	3,039.63
11/28/2023	00001	206258	MISC	CC HOMES AT KINGFISHER RESERVE, LLC	254.49
11/28/2023	00001	206259	17261	CENTRAL FLA EXPRESSWAY AUTHORITY	6.24
11/28/2023	00001	206260	MISC	CHADWICK, SYMPHONIA	5.11
11/28/2023	00001	206261	15878	CITY FIRE, INC.	584.10
11/28/2023	00001	206262	15410	COMCAST	181.30
11/28/2023	00001	206263	15410	COMCAST	150.80
11/28/2023	00001	206264	MISC	COTO, CHRISTIAN	24.93
11/28/2023	00001	206265	MISC	DEREK DUNLAP	1,000.00
11/28/2023	00001	206266	MISC	EMELIE CARRANZA	50.00
11/28/2023	00001	206267	13874	FLORIDA DEPARTMENT OF TRANSPORTATIO	40.66
11/28/2023	00001	206268	16547	FLORIDA POOL FILLS, INC.	487.20
11/28/2023	00001	206269	15716	FLORIDA TECHNICAL CONSULTANTS, LLC	560.00
11/28/2023	00001	206270	212	FPL	6,462.43
11/28/2023	00001	206271	75	FPL	5,681.92
11/28/2023	00001	206272	75	FPL	3,006.25
11/28/2023	00001	206273	MISC	GUTIERREZ, LUIS	155.92
11/28/2023	00001	206274	MISC	HALPE, LLC	39.31
11/28/2023	00001	206275	MISC	HENSLEY, HOWARD & KENDRA	35.90
11/28/2023	00001	206276	MISC	HERNANDEZ TRUSTED ADVISORS, INC	47.52
11/28/2023	00001	206277	16267	HOSES PLUS, INC.	84.76
11/28/2023	00001	206278	MISC	HULL, ANGELA	21.80
11/28/2023	00001	206279	MISC	HUMPHREYS, ANDREW & VERONICA	104.20
11/28/2023	00001	206280	17128	INFOSEND, INC.	5,418.49
11/28/2023	00001	206281	2442	JAIME GARMIZO	135.50
11/28/2023	00001	206282	16946	JOHN MICHAEL PEREZ	5,460.00
11/28/2023	00001	206283	MISC	JY REAL DREAMS28, LLC	33.57
11/28/2023	00001	206284	MISC	KENNON, DALE	1.63
11/28/2023	00001	206285	17095	LANDSCAPE SERVICE PROFESSIONALS INC	20,980.00
11/28/2023	00001	206286	MISC	LEANDRE, MARIE M	23.44
11/28/2023	00001	206287	MISC	LECLAIR, MADELINE & SCOTT	28.16
11/28/2023	00001	206288	MISC	MASH, WING KWONG	20.44
11/28/2023	00001	206289	336	MATHESON TRI-GAS INC.	732.30
11/28/2023	00001	206290	MISC	MORELLO, SCOTT	56.61
11/28/2023	00001	206291	MISC	MUSTAFA, NAZIHA	80.36
11/28/2023	00001	206292	16286	O'REILLY AUTOMOTIVE STORES, INC	1,336.01
11/28/2023	00001	206293	16206	OCCUPATIONAL HEALTH CTRS OF SW P.A.	1,001.00
11/28/2023	00001	206294	181	OFFICE DEPOT	95.25
11/28/2023	00001	206295	16361	ON THE SPOT SOLUTIONS LLC	250.00

11/28/2023	00001	206296	MISC	OPENDOOR PROPERTY TRUST I	25.99
11/28/2023	00001	206297	MISC	PAWLUS, ROSEMARIE SULLIVAN	127.01
11/28/2023	00001	206298	10957	PIONEER MANUFACTURING COMPANY	2,968.39
11/28/2023	00001	206299	16697	QLESS, INC.	6,411.36
11/28/2023	00001	206300	16364	QUADIENT FINANCE USA. INC.	2,089.52
11/28/2023	00001	206301	MISC	R&M FAMILY REV TR	38.87
11/28/2023	00001	206302	16477	RAY E. WILLIAMS, INC.	2,430.00
11/28/2023	00001	206303	16516	RELADYNE FLORIDA, LLC	294.18
11/28/2023	00001	206304	16534	RINGCENTRAL, INC.	1,755.21
11/28/2023	00001	206305	MISC	RODRIGUEZ LOPEZ, ROSA MARIA	81.39
11/28/2023	00001	206306	MISC	SHALOM MENTAL HEALTH & WELLNESS INC	15.72
11/28/2023	00001	206307	6310	SOUTHERN LOCK AND SUPPLY CO.	410.40
11/28/2023	00001	206308	MISC	SPIRIT HALLOWEEN SUPERSTORES LLC	251.39
11/28/2023	00001	206309	MISC	STEVENS, JO-ANN	187.86
11/28/2023	00001	206310	2604	SUPERSTAR PRODUCTIONS	415.00
11/28/2023	00001	206311	15643	THE PARTS HOUSE	543.59
11/28/2023	00001	206312	MISC	THOMSON, KOCHUPURACKAL	33.68
11/28/2023	00001	206313	10661	TOSHIBA AMERICA BUSINESS SOLUTIONS	851.26
11/28/2023	00001	206314	16652	TOSHIBA FINANCIAL SERVICES	1,520.95
11/28/2023	00001	206315	10423	TRANE U.S. INC	2,903.92
11/28/2023	00001	206316	3211	TROPHIES BY EDCO INC	163.14
11/28/2023	00001	206317	15811	UNITED HEALTHCARE	4,638.25
11/28/2023	00001	206318	4858	UNITED HEALTHCARE	1,627.00
11/28/2023	00001	206319	861	WESCO TURF INC.	656.49
11/28/2023	00001	206320	17275	WINZER FRANCHISE COMPANY	505.74
12/08/2023	00001	196(A)	158	CARLON, INC.	1,388.63
12/08/2023	00001	197(A)	3236	CITY ELECTRIC SUPPLY COMPANY	1,393.56
12/08/2023	00001	198(A)	16287	CONCRETE WORKS & PAVING INC	11,398.00
12/08/2023	00001	199(A)	15992	FULL MOON CREATIVE LLC	350.00
12/08/2023	00001	200(A)	16244	GOREN, CHEROF, DOODY & EZROL, P.A.	30,865.85
12/08/2023	00001	201(A)	736	HAZEN & SAWYER, D.P.C.	42,574.30
12/08/2023	00001	202(A)	541	KLAUSNER & KAUFMAN, P.A.	23,322.50
12/08/2023	00001	203(A)	16951	NEXTAFF GROUP, LLC	16,947.12
12/08/2023	00001	204(A)	401	WEEKLEY ASPHALT PAVING, INC.	70.00
12/08/2023	00001	206321	16709	ALL COUNTY TOILETS INC	400.00
12/08/2023	00001	206322	17129	24 HOURS, INC	3,053.00
12/08/2023	00001	206323	20	ALLIED UNIVERSAL CORP.	7,207.13
12/08/2023	00001	206324	14446	AMERICAN FIDELITY ASSURANCE	5,494.90
12/08/2023	00001	206325	16377	AMERICAN WATER CHEMICALS INC.	3,550.00
12/08/2023	00001	206326	MISC	AMY KRONBERG	50.00
12/08/2023	00001	206327	MISC	ANGELA MENDEZ	50.00
12/08/2023	00001	206328	2872	AQUIFER MAINTENANCE & PERFORMANCE S	7,750.00
12/08/2023	00001	206329	2388	BROWARD COLLEGE	526.80
12/08/2023	00001	206330	201	BROWARD LEAGUE OF CITIES	2,606.00
12/08/2023	00001	206331	235	BURKHARD'S TRACTOR & EQUIPMENT INC.	2,028.10
12/08/2023	00001	206332	179	CARUS LLC	4,602.00
12/08/2023	00001	206333	MISC	CHABOT, MIKAEL	161.22
12/08/2023	00001	206334	15680	CHEN MOORE AND ASSOCIATES	8,091.82
12/08/2023	00001	206335	15878	CITY FIRE, INC.	193.41
12/08/2023	00001	206336	15410	COMCAST	91.90
12/08/2023	00001	206337	15410	COMCAST	32.66
12/08/2023	00001	206338	15410	COMCAST	269.28
12/08/2023	00001	206339	15410	COMCAST	293.35

12/08/2023	00001	206340	17169	CONSOLIDATED PIPE & SUPPLY COMPANY	2,175.00
12/08/2023	00001	206341	MISC	COTTAGE GROVE INVESTMENTS LLC	43.29
12/08/2023	00001	206342	MISC	CRUSOE, CORY	434.49
12/08/2023	00001	206343	MISC	CRYSTAL BRAND	250.00
12/08/2023	00001	206344	MISC	CUNNINGHAM, ROBERT	74.18
12/08/2023	00001	206345	MISC	DANIEL R FATOUT	257.51
12/08/2023	00001	206346	MISC	DANIELLA ASPURU	50.00
12/08/2023	00001	206347	2145	DELL COMPUTER CORP.	1,428.37
12/08/2023	00001	206348	MISC	DIANA HERNANDEZ	250.00
12/08/2023	00001	206349	14296	DONERITE PUMPS	600.00
12/08/2023	00001	206350	136	ENVIRONMENTAL REAGENT SERVICES	400.52
12/08/2023	00001	206351	MISC	EVAN SAMUELS	50.00
12/08/2023	00001	206352	167	FERGUSON ENTERPRISES INC.	2,782.22
12/08/2023	00001	206353	13874	FLORIDA DEPARTMENT OF TRANSPORTATIO	2.50
12/08/2023	00001	206354	203	FLORIDA MUNICIPAL INSURANCE TRUST	167,744.40
12/08/2023	00001	206355	16547	FLORIDA POOL FILLS, INC.	487.20
12/08/2023	00001	206356	212	FPL	5,235.38
12/08/2023	00001	206357	75	FPL	104,145.57
12/08/2023	00001	206358	75	FPL	3,709.93
12/08/2023	00001	206359	75	FPL	30.27
12/08/2023	00001	206360	648	GOLD COAST CRANE SERVICE	727.60
12/08/2023	00001	206361	530	HACH COMPANY	6,725.00
12/08/2023	00001	206362	11344	HAWKINS, INC.	1,283.25
12/08/2023	00001	206363	3390	HUDSON PUMP & EQUIPMENT ASSOC., INC	2,287.38
12/08/2023	00001	206364	11009	HUMANA INSURANCE CO	9,034.71
12/08/2023	00001	206365	16183	IFINISH LLC	360.00
12/08/2023	00001	206366	16634	JET-VAC EQUIPMENT COMPANY, LLC	1,212.20
12/08/2023	00001	206367	MISC	JONES, COLLIN & JENNIFER	69.92
12/08/2023	00001	206368	14079	KEMIRA WATER SOLUTIONS, INC.	3,914.33
12/08/2023	00001	206369	MISC	LOGAN GIORDANO	50.00
12/08/2023	00001	206370	1056	MICHAEL ALDRICH	2,000.00
12/08/2023	00001	206371	902	MOTION INDUSTRIES	200.79
12/08/2023	00001	206372	MISC	NICKLAUS BARBERY	50.00
12/08/2023	00001	206373	MISC	NOVA SOUTHEASTERN UNIVERSITY	250.00
12/08/2023	00001	206374	16286	O'REILLY AUTOMOTIVE STORES, INC	140.89
12/08/2023	00001	206375	181	OFFICE DEPOT	119.35
12/08/2023	00001	206376	MISC	PETER MOY	250.00
12/08/2023	00001	206377	13509	PINES FORD LINCOLN MERCURY	2,833.77
12/08/2023	00001	206378	7586	POLYDYNE, INC.	27,137.70
12/08/2023	00001	206379	16432	PREFERRED IDENTITY PLAN, INC	113.00
12/08/2023	00001	206380	16195	PSI TECHNOLOGIES INC	21,450.25
12/08/2023	00001	206381	16367	QUADIENT LEASING USA, INC	204.45
12/08/2023	00001	206382	MISC	REITMANN, DENISE	34.08
12/08/2023	00001	206383	MISC	SMITH, GARY	75.63
12/08/2023	00001	206384	15934	STAR CLEANING USA, INC.	910.11
12/08/2023	00001	206385	16268	SULPHURIC ACID TRADING COMPANY, INC	16,849.01
12/08/2023	00001	206386	15976	SUNSHINE ENTERPRISES, INC.	63.04
12/08/2023	00001	206387	2604	SUPERSTAR PRODUCTIONS	2,250.00
12/08/2023	00001	206388	2604	SUPERSTAR PRODUCTIONS	975.00
12/08/2023	00001	206389	MISC	SWARTZ, JAMES & TIFFANY	26.24
12/08/2023	00001	206390	16431	THE LEGAL PLAN, INC	199.00
12/08/2023	00001	206391	MISC	THE MENDEZ TR DATED AUGUST 8, 2017	86.78
12/08/2023	00001	206392	MISC	THOMASON, BRIAN & MONIQUE	11.85

12/08/2023	00001	206393	10661	TOSHIBA AMERICA BUSINESS SOLUTIONS	867.74
12/08/2023	00001	206394	16652	TOSHIBA FINANCIAL SERVICES	240.27
12/08/2023	00001	206395	15606	VERIZON WIRELESS	1,925.87
12/08/2023	00001	206396	861	WESCO TURF INC.	133.99
12/15/2023	00001	205(A)	7528	ALL POWER GENERATORS, CORP.	925.00
12/15/2023	00001	206(A)	5340	BROWARD COUNTY SHERIFF'S OFFICE	2,470,487.79
12/15/2023	00001	207(A)	16287	CONCRETE WORKS & PAVING INC	1,069.00
12/15/2023	00001	208(A)	3129	CONDO ELECTRIC MOTOR REPAIR CORP	4,850.00
12/15/2023	00001	209(A)	16670	GOVERNMENT & ERP IMPLEMENTATION SVC	6,975.00
12/15/2023	00001	210(A)	17120	KIRK BUFFINGTON	3,312.50
12/15/2023	00001	211(A)	220	RONALD L. BOOK, P.A.	4,000.00
12/15/2023	00001	212(A)	396	UNITED WAY OF BROWARD COUNTY, INC	8.00
12/15/2023	00001	213(A)	170	W. W. GRAINGER, INC	1,354.86
12/15/2023	00001	206397	8919	10-S TENNIS SUPPLY	910.58
12/15/2023	00001	206398	MISC	AETNA	518.91
12/15/2023	00001	206399	194	AFLAC	31.11
12/15/2023	00001	206400	20	ALLIED UNIVERSAL CORP.	7,393.78
12/15/2023	00001	206401	14451	AMERICAN FIDELITY ASSURANCE CO	996.13
12/15/2023	00001	206402	16083	AT&T	513.60
12/15/2023	00001	206403	16722	AT&T	733.38
12/15/2023	00001	206404	14882	AT&T WIRELESS	201.71
12/15/2023	00001	206405	2332	BROWARD COUNTY RECORDS	57.00
12/15/2023	00001	206406	15410	COMCAST	189.85
12/15/2023	00001	206407	15410	COMCAST	186.85
12/15/2023	00001	206408	17169	CONSOLIDATED PIPE & SUPPLY COMPANY	769.45
12/15/2023	00001	206409	167	FERGUSON ENTERPRISES INC.	453.84
12/15/2023	00001	206410	799	FLORIDA DEPT OF ENVIRONMENTAL PROTE	1,007.00
12/15/2023	00001	206411	15855	FORTILINE, INC	2,671.76
12/15/2023	00001	206412	212	FPL	5,272.76
12/15/2023	00001	206413	16267	HOSES PLUS, INC.	215.81
12/15/2023	00001	206414	7987	INNUVO INC	633.33
12/15/2023	00001	206415	16270	JOEL POLLARD	300.00
12/15/2023	00001	206416	16946	JOHN MICHAEL PEREZ	4,760.00
12/15/2023	00001	206417	832	MCFATTER TECHNICAL COLLEGE	2,000.00
12/15/2023	00001	206418	16318	MERCHANTS ASSOCIATION COLLECTION DI	455.36
12/15/2023	00001	206419	16214	NATIONAL CENTER FOR SAFETY INITIATI	129.50
12/15/2023	00001	206420	16206	OCCUPATIONAL HEALTH CTRS OF SW P.A.	498.00
12/15/2023	00001	206421	16125	PACE ANALYTICAL SERVICES, LLC	766.00
12/15/2023	00001	206422	15748	R&M SERVICE SOLUTIONS, LLC	3,756.50
12/15/2023	00001	206423	MISC	SEMINOLE TRIBE OF FLORIDA HEALTH PL	104.37
12/15/2023	00001	206424	16268	SULPHURIC ACID TRADING COMPANY, INC	8,706.26
12/15/2023	00001	206425	249	SUNSHINE STATE ONE CALL OF FL INC.	248.13
12/15/2023	00001	206426	3211	TROPHIES BY EDCO INC	163.71
12/15/2023	00001	206427	5131	UNIVAR USA INC.	1,864.36
12/15/2023	00001	206428	4374	USA BLUE BOOK	1,528.17
12/15/2023	00001	206429	16297	VANTAGE INTEGRATION, INC.(AT&I SYS)	2,775.00
12/15/2023	00001	206430	466	WALTER BERNAL	525.00
12/15/2023	00001	206431	1542	WASTE MANAGEMENT	333,821.22
12/15/2023	00001	206432	16498	WM RECYCLE AMERICA, LLC	22,512.09
12/20/2023	00001	206433	15	ALL AMERICAN PEST CONTROL OF FLORID	265.00
12/20/2023	00001	206434	16083	AT&T	192.60
12/20/2023	00001	206435	713	BROWARD COUNTY COMMISSIONERS	2,267.84
12/20/2023	00001	206436	713	BROWARD COUNTY COMMISSIONERS	2,803.28

12/20/2023	00001	206437 713	BROWARD COUNTY COMMISSIONERS	1,705.92
12/20/2023	00001	206438 713	BROWARD COUNTY COMMISSIONERS	1,948.80
12/20/2023	00001	206439 15942	CATABELLA EXPRESS LLC	1,050.00
12/20/2023	00001	206440 MISC	DANIEL QUIROZ	50.00
12/20/2023	00001	206441 2145	DELL COMPUTER CORP.	383.98
12/20/2023	00001	206442 15632	ENGINEERED SERVICES, INC.	115.50
12/20/2023	00001	206443 167	FERGUSON ENTERPRISES INC.	1,135.78
12/20/2023	00001	206444 MISC	FIDELITY MANUFACTURING	460.00
12/20/2023	00001	206445 16547	FLORIDA POOL FILLS, INC.	2,055.15
12/20/2023	00001	206446 MISC	HEIKEL FERREIRA	50.00
12/20/2023	00001	206447 1686	HOOVER PUMPING SYSTEMS	880.00
12/20/2023	00001	206448 MISC	JESSIE COLLIN	250.00
12/20/2023	00001	206449 336	MATHESON TRI-GAS INC.	709.28
12/20/2023	00001	206450 16286	O'REILLY AUTOMOTIVE STORES, INC	618.11
12/20/2023	00001	206451 MISC	PATRICIA BRADSHAW	250.00
12/20/2023	00001	206452 15973	SB EVENTS & PRODUCTIONS	1,500.00
12/20/2023	00001	206453 275	SUN-SENTINEL	731.80
12/20/2023	00001	206454 14520	TEXAS LIFE INSURANCE COMPANY	575.18
12/20/2023	00001	206455 10661	TOSHIBA AMERICA BUSINESS SOLUTIONS	425.63
12/20/2023	00001	206456 MISC	TRACEY HECHT	110.00
12/20/2023	00001	206457 7191	VITA ITALIAN RESTAURANT	1,420.98
12/22/2023	00001	206458 194	AFLAC	31.11
12/22/2023	00001	206459 16308	ALEXIS DAGER	50.49
12/22/2023	00001	206460 20	ALLIED UNIVERSAL CORP.	11,455.85
12/22/2023	00001	206461 14446	AMERICAN FIDELITY ASSURANCE	5,494.90
12/22/2023	00001	206462 16377	AMERICAN WATER CHEMICALS INC.	11,231.00
12/22/2023	00001	206463 16083	AT&T	149.80
12/22/2023	00001	206464 16084	BROWARD COUNTY PROPERTY APPRAISER	5,609.50
12/22/2023	00001	206465 179	CARUS LLC	13,286.58
12/22/2023	00001	206466 15680	CHEN MOORE AND ASSOCIATES	410.00
12/22/2023	00001	206467 16754	CIVICPLUS, LLC	2,094.00
12/22/2023	00001	206468 15410	COMCAST	181.30
12/22/2023	00001	206469 7835	DADE PAPER CO.	1,047.58
12/22/2023	00001	206470 15991	FERGUSON ENTERPRISES INC.	177.15
12/22/2023	00001	206471 167	FERGUSON ENTERPRISES INC.	7,955.10
12/22/2023	00001	206472 799	FLORIDA DEPT OF ENVIRONMENTAL PROTE	6,250.00
12/22/2023	00001	206473 15855	FORTILINE, INC	3,740.00
12/22/2023	00001	206474 212	FPL	4,673.74
12/22/2023	00001	206475 75	FPL	3,373.28
12/22/2023	00001	206476 MISC	FSS COMPANY	12,852.00
12/22/2023	00001	206477 11344	HAWKINS, INC.	1,174.50
12/22/2023	00001	206478 MISC	HERC RENTALS INC	3,650.77
12/22/2023	00001	206479 16183	IFINISH LLC	360.00
12/22/2023	00001	206480 16946	JOHN MICHAEL PEREZ	6,300.00
12/22/2023	00001	206481 MISC	KRISTAL DE MATTOS	250.00
12/22/2023	00001	206482 17095	LANDSCAPE SERVICE PROFESSIONALS INC	26,361.00
12/22/2023	00001	206483 16450	LIFE INSURANCE COMPANY OF NORTH AME	2,972.57
12/22/2023	00001	206484 MISC	LISA MALLOZZI	910.45
12/22/2023	00001	206485 17085	MAHI SHRINERS	600.00
12/22/2023	00001	206486 669	MASSACHUSETTS MUTUAL LIFE	29.12
12/22/2023	00001	206487 10120	MIAMI TIRESOLES	1,135.62
12/22/2023	00001	206488 15865	MOST DEPENDABLE FOUNTAINS, INC	9,430.00
12/22/2023	00001	206489 16286	O'REILLY AUTOMOTIVE STORES, INC	667.75

12/22/2023	00001	206490	16206	OCCUPATIONAL HEALTH CTRS OF SW P.A.	166.00
12/22/2023	00001	206491	7038	PORT CONSOLIDATED, INC.	17,026.77
12/22/2023	00001	206492	15748	R&M SERVICE SOLUTIONS, LLC	5,043.50
12/22/2023	00001	206493	16534	RINGCENTRAL, INC.	1,755.21
12/22/2023	00001	206494	16268	SULPHURIC ACID TRADING COMPANY, INC	8,454.35
12/22/2023	00001	206495	15976	SUNSHINE ENTERPRISES, INC.	30.00
12/22/2023	00001	206496	16205	SYNAGRO-WWT, INC	3,834.00
12/22/2023	00001	206497	4571	THE SHERWIN-WILLIAMS CO.	917.61
12/22/2023	00001	206498	10661	TOSHIBA AMERICA BUSINESS SOLUTIONS	433.87
12/22/2023	00001	206499	16652	TOSHIBA FINANCIAL SERVICES	769.67
12/22/2023	00001	206500	15811	UNITED HEALTHCARE	4,146.61
12/22/2023	00001	206501	4858	UNITED HEALTHCARE	1,586.80
12/22/2023	00001	206502	4374	USA BLUE BOOK	473.49
12/22/2023	00001	206503	15606	VERIZON WIRELESS	1,926.75
12/22/2023	00001	206504	17275	WINZER FRANCHISE COMPANY	268.41
12/22/2023	00001	206505	16841	WRK LAB, INC.	4,790.25
12/29/2023	00001	214(A)	5340	BROWARD COUNTY SHERIFF'S OFFICE	10,420.06
12/29/2023	00001	215(A)	158	CARLON, INC.	1,220.00
12/29/2023	00001	216(A)	5779	CAY INDUSTRIES, INC.	650.00
12/29/2023	00001	217(A)	3236	CITY ELECTRIC SUPPLY COMPANY	669.93
12/29/2023	00001	218(A)	16287	CONCRETE WORKS & PAVING INC	2,102.00
12/29/2023	00001	219(A)	15992	FULL MOON CREATIVE LLC	1,575.00
12/29/2023	00001	220(A)	16670	GOVERNMENT & ERP IMPLEMENTATION SVC	525.00
12/29/2023	00001	221(A)	17213	HUURR HOMES, LLC	18,384.92
12/29/2023	00001	222(A)	1441	INDUSTRIAL HOSE & HYDRAULICS INC	1,088.66
12/29/2023	00001	223(A)	401	WEEKLEY ASPHALT PAVING, INC.	320.00
12/29/2023	00001	206506	MISC	ADVANCED ROOFING, INC	1,404.85
12/29/2023	00001	206507	1485	BLACK OLIVE EAST NURSERY & LANDSCAP	539.00
12/29/2023	00001	206508	8092	BROWARD COUNTY, BOARD OF COUNTY COM	223.11
12/29/2023	00001	206509	15410	COMCAST	91.90
12/29/2023	00001	206510	16620	DURO-LAST, INC.	466.00
12/29/2023	00001	206511	10792	EAST COAST MULCH CORP	2,700.00
12/29/2023	00001	206512	212	FPL	5,581.39
12/29/2023	00001	206513	75	FPL	99,182.83
12/29/2023	00001	206514	10120	MIAMI TIRESOLES	766.07
12/29/2023	00001	206515	15772	MULLINGS ENGINEERING S SERVICES	12,000.00
12/29/2023	00001	206516	181	OFFICE DEPOT	81.40
12/29/2023	00001	206517	16361	ON THE SPOT SOLUTIONS LLC	250.00
12/29/2023	00001	206518	10957	PIONEER MANUFACTURING COMPANY	1,490.48
12/29/2023	00001	206519	16364	QUADIENT FINANCE USA. INC.	69.97
12/29/2023	00001	206520	MISC	RESTREPO, HECTOR	73.83
12/29/2023	00001	206521	15934	STAR CLEANING USA, INC.	910.11
12/29/2023	00001	206522	16652	TOSHIBA FINANCIAL SERVICES	442.14
12/29/2023	00001	206523	17275	WINZER FRANCHISE COMPANY	360.63
01/08/2024	00001	224(A)	16192	ADVANCED ENVIRONMENTAL LABORATORIES	4,412.00
01/08/2024	00001	225(A)	5319	ALLSTATE RESOURCE MANAGEMENT, INC	550.00
01/08/2024	00001	226(A)	5779	CAY INDUSTRIES, INC.	130.00
01/08/2024	00001	227(A)	16287	CONCRETE WORKS & PAVING INC	3,079.00
01/08/2024	00001	228(A)	16244	GOREN, CHEROF, DOODY & EZROL, P.A.	24,444.10
01/08/2024	00001	229(A)	736	HAZEN & SAWYER, D.P.C.	2,098.70
01/08/2024	00001	230(A)	396	UNITED WAY OF BROWARD COUNTY, INC	16.00
01/08/2024	00001	206524	17129	24 HOURS, INC	1,380.00
01/08/2024	00001	206525	16341	ADP, INC.	3,589.40

01/08/2024	00001	206526	MISC	ALALOUF, ELI & ANN	126.52
01/08/2024	00001	206527	20	ALLIED UNIVERSAL CORP.	7,965.54
01/08/2024	00001	206528	MISC	ARENCIBIA, CARLOS	152.93
01/08/2024	00001	206529	MISC	ARORA, TUSHAR	80.73
01/08/2024	00001	206530	14208	AT&T	1,437.82
01/08/2024	00001	206531	14882	AT&T WIRELESS	201.71
01/08/2024	00001	206532	MISC	BANGE, DAVID & MEGAN	99.46
01/08/2024	00001	206533	MISC	BELISARIO LEON, JESUS A	7.08
01/08/2024	00001	206534	MISC	BELLINA, JENNIFER & RYAN	23.53
01/08/2024	00001	206535	15696	BROWARD COUNTY BOARD OF COMM	1,000.00
01/08/2024	00001	206536	MISC	CALLEIRO, YANNICK & JOANNE	73.27
01/08/2024	00001	206537	MISC	CAPISTRANO 8290, LLC	29.00
01/08/2024	00001	206538	MISC	CC HOMES AT KINGFISHER RESERVE, LLC	337.88
01/08/2024	00001	206539	MISC	CHASE, DONALD	612.29
01/08/2024	00001	206540	MISC	CLARK, CLYDE	103.32
01/08/2024	00001	206541	MISC	COHEN, PINHAS & BETTY	44.18
01/08/2024	00001	206542	MISC	COHEN, RHONDA	20.47
01/08/2024	00001	206543	15410	COMCAST	293.35
01/08/2024	00001	206544	15410	COMCAST	32.66
01/08/2024	00001	206545	15410	COMCAST	288.84
01/08/2024	00001	206546	MISC	CONCEPCION, VICTOR & STEPHANIE	111.44
01/08/2024	00001	206547	MISC	DA SILVA-GREEN TR	87.70
01/08/2024	00001	206548	MISC	DI SALVO, FINA	32.82
01/08/2024	00001	206549	MISC	EIKELBOOM, HIDDO SANDER	107.36
01/08/2024	00001	206550	MISC	ERIN SULLIVAN	100.00
01/08/2024	00001	206551	167	FERGUSON ENTERPRISES INC.	15,912.85
01/08/2024	00001	206552	MISC	FLOMENHOFT, TALI & CHARLES L	12.81
01/08/2024	00001	206553	15855	FORTILINE, INC	7,878.00
01/08/2024	00001	206554	75	FPL	228.99
01/08/2024	00001	206555	MISC	FUCHILAND COOPER 4304	49.32
01/08/2024	00001	206556	MISC	GARCIA, THOMAS C	33.80
01/08/2024	00001	206557	17125	GREY MATTER	17,401.35
01/08/2024	00001	206558	MISC	HARRACKSINGH, LEA	87.66
01/08/2024	00001	206559	MISC	HUA, LAURIS	32.82
01/08/2024	00001	206560	3390	HUDSON PUMP & EQUIPMENT ASSOC., INC	2,413.85
01/08/2024	00001	206561	MISC	IBARRA, RICARDO GALEANO	4.91
01/08/2024	00001	206562	MISC	IMMIGRATION CARE SERVICE LLC	130.25
01/08/2024	00001	206563	16946	JOHN MICHAEL PEREZ	4,795.00
01/08/2024	00001	206564	MISC	KANOUSE, KYLE	70.43
01/08/2024	00001	206565	MISC	KOCH, DARA & BAILEY	71.31
01/08/2024	00001	206566	MISC	KRUG, CORY EVAN	101.58
01/08/2024	00001	206567	MISC	LU, KENNY	49.81
01/08/2024	00001	206568	MISC	MAYER, LAUREN	38.37
01/08/2024	00001	206569	16122	NALCO COMPANY, LLC.	10,286.09
01/08/2024	00001	206570	16163	NUCAT CORPORATION	2,933.00
01/08/2024	00001	206571	MISC	OLINSKY, DAVID, JANE & SCOTT	107.24
01/08/2024	00001	206572	MISC	OLYMPICSTAR INTERNATIONAL LLC	29.54
01/08/2024	00001	206573	MISC	ORENCIA INVESTMENTS II, LLC	15.44
01/08/2024	00001	206574	MISC	PETERSON, KENNETH	314.16
01/08/2024	00001	206575	MISC	PF DEVELOPMENT, LLC	65.53
01/08/2024	00001	206576	15748	R&M SERVICE SOLUTIONS, LLC	4,581.50
01/08/2024	00001	206577	MISC	RAHMAN, REZWANOOR	25.20
01/08/2024	00001	206578	MISC	RANDI LYN MITCHELL	200.00

01/08/2024	00001	206579	MISC	SALAZAR, DANIEL	71.60
01/08/2024	00001	206580	MISC	SHIAO, TYLER & CHIUNG	23.52
01/08/2024	00001	206581	MISC	SHIAO, TYLER H & CHIUNG H	29.83
01/08/2024	00001	206582	MISC	SKAFF, DAVID	154.00
01/08/2024	00001	206583	16268	SULPHURIC ACID TRADING COMPANY, INC	25,197.28
01/08/2024	00001	206584	16652	TOSHIBA FINANCIAL SERVICES	220.09
01/08/2024	00001	206585	MISC	TREESA MARTORANO	250.00
01/08/2024	00001	206586	MISC	TROFIBIO, KATHERINE	78.77
01/08/2024	00001	206587	MISC	VIRGINIA BETANCOURT	80.00
01/08/2024	00001	206588	MISC	WELLS FARGO BANK NA	78.20
01/12/2024	00001	231(A)	5319	ALLSTATE RESOURCE MANAGEMENT, INC	750.00
01/12/2024	00001	232(A)	5340	BROWARD COUNTY SHERIFF'S OFFICE	2,483,995.16
01/12/2024	00001	233(A)	7699	GREEN THUMB LAWN & GARDEN	45.96
01/12/2024	00001	234(A)	1441	INDUSTRIAL HOSE & HYDRAULICS INC	541.43
01/12/2024	00001	235(A)	17120	KIRK BUFFINGTON	8,750.00
01/12/2024	00001	236(A)	541	KLAUSNER & KAUFMAN, P.A.	3,165.00
01/12/2024	00001	237(A)	16951	NEXTAFF GROUP, LLC	5,180.24
01/12/2024	00001	238(A)	16195	PSI TECHNOLOGIES INC	60,000.00
01/12/2024	00001	206589	MISC	ANGELA SIMPSON	80.00
01/12/2024	00001	206590	16083	AT&T	309.59
01/12/2024	00001	206591	15647	BROWARD COUNTY	42,236.49
01/12/2024	00001	206592	235	BURKHARD'S TRACTOR & EQUIPMENT INC.	394.78
01/12/2024	00001	206593	MISC	CHARLENE KUSHNER	80.00
01/12/2024	00001	206594	15878	CITY FIRE, INC.	357.66
01/12/2024	00001	206595	1292	CITY OF HOLLYWOOD	27,341.42
01/12/2024	00001	206596	15410	COMCAST	186.85
01/12/2024	00001	206597	15410	COMCAST	199.85
01/12/2024	00001	206598	209	DAWN DELAND	35.29
01/12/2024	00001	206599	16091	DOBBS EQUIPMENT	111.28
01/12/2024	00001	206600	16620	DURO-LAST, INC.	545.00
01/12/2024	00001	206601	203	FLORIDA MUNICIPAL INSURANCE TRUST	170,228.68
01/12/2024	00001	206602	8121	FLORIDA MUNICIPAL INSURANCE TRUST	315,306.00
01/12/2024	00001	206603	16547	FLORIDA POOL FILLS, INC.	452.40
01/12/2024	00001	206604	15716	FLORIDA TECHNICAL CONSULTANTS, LLC	4,145.00
01/12/2024	00001	206605	75	FPL	3,662.79
01/12/2024	00001	206606	17299	GREENPARTSTORE.COM	953.48
01/12/2024	00001	206607	530	HACH COMPANY	90.58
01/12/2024	00001	206608	186	HD SUPPLY FACILITIES MAINTENANCE, L	1,426.50
01/12/2024	00001	206609	16362	HEMER HUNTER EQUIPMENT SERVICE, LLC	560.00
01/12/2024	00001	206610	11009	HUMANA INSURANCE CO	9,289.48
01/12/2024	00001	206611	17128	INFOSEND, INC.	10,803.37
01/12/2024	00001	206612	15899	LAAS 88 LLC	75.00
01/12/2024	00001	206613	16194	LISA EMREKOVIC	697.73
01/12/2024	00001	206614	16407	MAP COMMUNICATIONS, INC.	449.40
01/12/2024	00001	206615	MISC	MARIE ZENNY	250.00
01/12/2024	00001	206616	16318	MERCHANTS ASSOCIATION COLLECTION DI	513.38
01/12/2024	00001	206617	10120	MIAMI TIRESOLES	1,856.40
01/12/2024	00001	206618	1056	MICHAEL ALDRICH	2,000.00
01/12/2024	00001	206619	16286	O'REILLY AUTOMOTIVE STORES, INC	2,842.51
01/12/2024	00001	206620	11176	PAT'S PUMP & BLOWER	1,254.57
01/12/2024	00001	206621	16432	PREFERRED IDENTITY PLAN, INC	113.00
01/12/2024	00001	206622	16367	QUADIENT LEASING USA, INC	204.45
01/12/2024	00001	206623	10699	RECHTIEN INTERNATIONAL TRUCKS	103.07

01/12/2024	00001	206624	16516	RELADYNE FLORIDA, LLC	165.23
01/12/2024	00001	206625	15940	REXEL, INC.	3,689.84
01/12/2024	00001	206626	MISC	ROSA SOENGAS	200.00
01/12/2024	00001	206627	7284	SESAC, INC.	1,159.00
01/12/2024	00001	206628	MISC	SEWER EQUIPMENT CO OF AMERICA	121.73
01/12/2024	00001	206629	3802	SUNBELT RENTALS	249.77
01/12/2024	00001	206630	16352	TERRACON CONSULTANTS, INC	2,480.00
01/12/2024	00001	206631	16373	THE CORRADINO GROUP, INC.	32,750.00
01/12/2024	00001	206632	16431	THE LEGAL PLAN, INC	199.00
01/12/2024	00001	206633	4571	THE SHERWIN-WILLIAMS CO.	687.60
01/12/2024	00001	206634	3211	TROPHIES BY EDCO INC	374.95
01/12/2024	00001	206635	13230	TROPICAL APIARIES, INC.	250.00
01/12/2024	00001	206636	4374	USA BLUE BOOK	663.14
01/12/2024	00001	206637	1542	WASTE MANAGEMENT	333,722.35
01/12/2024	00001	206638	17275	WINZER FRANCHISE COMPANY	703.87
01/12/2024	00001	206639	11538	WITT O'BRIEN'S LLC	3,825.00
01/18/2024	00001	239(A)	11345	A QUALITY BUSHOG	300.00
01/18/2024	00001	240(A)	158	CARLON, INC.	1,220.00
01/18/2024	00001	241(A)	16287	CONCRETE WORKS & PAVING INC	1,873.50
01/18/2024	00001	242(A)	15992	FULL MOON CREATIVE LLC	2,898.75
01/18/2024	00001	243(A)	17159	KEEFE MCCULLOUGH	13,500.00
01/18/2024	00001	244(A)	220	RONALD L. BOOK, P.A.	4,000.00
01/18/2024	00001	245(A)	15976	SUNSHINE ENTERPRISES, INC.	64.51
01/18/2024	00001	246(A)	170	W. W. GRAINGER, INC	119.00
01/18/2024	00001	206640	16341	ADP, INC.	3,316.20
01/18/2024	00001	206641	194	AFLAC	31.11
01/18/2024	00001	206642	16083	AT&T	406.60
01/18/2024	00001	206643	16722	AT&T	733.38
01/18/2024	00001	206644	MISC	BRITTANY WOLFE	200.00
01/18/2024	00001	206645	15863	BROWARD COUNTY BOARD OF COMMISSIONE	7,483.00
01/18/2024	00001	206646	2332	BROWARD COUNTY RECORDS	594.50
01/18/2024	00001	206647	2671	CDW, LLC	1,350.00
01/18/2024	00001	206648	136	ENVIRONMENTAL REAGENT SERVICES	754.55
01/18/2024	00001	206649	110	FLORIDA SILICA SAND CO., INC.	2,142.00
01/18/2024	00001	206650	15716	FLORIDA TECHNICAL CONSULTANTS, LLC	8,245.00
01/18/2024	00001	206651	212	FPL	5,469.63
01/18/2024	00001	206652	75	FPL	7,038.27
01/18/2024	00001	206653	75	FPL	3,200.56
01/18/2024	00001	206654	16564	FTR LTD	3,684.00
01/18/2024	00001	206655	10843	GRANICUS, INC.	26,721.62
01/18/2024	00001	206656	16267	HOSES PLUS, INC.	40.00
01/18/2024	00001	206657	MISC	JENNIFER SMITH	200.00
01/18/2024	00001	206658	16946	JOHN MICHAEL PEREZ	3,290.00
01/18/2024	00001	206659	15899	LAAS 88 LLC	324.68
01/18/2024	00001	206660	16450	LIFE INSURANCE COMPANY OF NORTH AME	2,972.57
01/18/2024	00001	206661	16347	LOTTENBERG LAW, P.A.	800.00
01/18/2024	00001	206662	15748	R&M SERVICE SOLUTIONS, LLC	5,775.00
01/18/2024	00001	206663	15748	R&M SERVICE SOLUTIONS, LLC	4,620.00
01/18/2024	00001	206664	5930	SHRED-IT MIAMI	1,073.80
01/18/2024	00001	206665	6485	STAR-SEAL OF FLORIDA, INC.	1,495.00
01/18/2024	00001	206666	MISC	STEPHANIE MARTINEZ	50.00
01/18/2024	00001	206667	249	SUNSHINE STATE ONE CALL OF FL INC.	100.04
01/18/2024	00001	206668	14520	TEXAS LIFE INSURANCE COMPANY	575.18

01/18/2024	00001	206669 4571	THE SHERWIN-WILLIAMS CO.	70.30
01/18/2024	00001	206670 10661	TOSHIBA AMERICA BUSINESS SOLUTIONS	768.74
01/18/2024	00001	206671 16413	TROY INDUSTRIES INC	380.00
01/18/2024	00001	206672 4858	UNITED HEALTHCARE	1,586.80
01/18/2024	00001	206673 17072	VENUTI MARKETING CONSULTANTS, INC	900.00
01/18/2024	00001	206674 15963	WHEELABRATOR SOUTH BROWARD INC.	6,000.00
01/23/2024	00001	206675 MISC	9122GR LLC	64.48
01/23/2024	00001	206676 MISC	ACE IN THE HOLE PROPERTIES LLC	7.25
01/23/2024	00001	206677 MISC	ALCANTARA, GLORIA	3.78
01/23/2024	00001	206678 14451	AMERICAN FIDELITY ASSURANCE CO	996.13
01/23/2024	00001	206679 MISC	ANGELOTTI, WESLEY	37.52
01/23/2024	00001	206680 MISC	ARMSTRONG, JESSICA	101.46
01/23/2024	00001	206681 14208	AT&T	1,436.12
01/23/2024	00001	206682 16083	AT&T	159.79
01/23/2024	00001	206683 MISC	BADIANO, FRANCISCO	102.20
01/23/2024	00001	206684 MISC	BALZEN, KIMBERLY & ERIC	69.36
01/23/2024	00001	206685 MISC	BERGER, JULIO R DE SOUZA LIMA	31.82
01/23/2024	00001	206686 7657	BROWARD BOLT	149.67
01/23/2024	00001	206687 MISC	BUSY BEE PRESSURE CLEANING INC.	1,005.68
01/23/2024	00001	206688 MISC	BUSY BEE PRESSURE CLEANING, INC.	2,101.75
01/23/2024	00001	206689 MISC	CC HOMES AT KINGFISHER RESERVE, LLC	278.87
01/23/2024	00001	206690 15680	CHEN MOORE AND ASSOCIATES	2,340.00
01/23/2024	00001	206691 MISC	COLP ENTERPRISE 46 LLC	37.52
01/23/2024	00001	206692 15410	COMCAST	184.51
01/23/2024	00001	206693 16130	COMCAST	11,447.56
01/23/2024	00001	206694 MISC	DA SILVA-GREEN TR	75.95
01/23/2024	00001	206695 167	FERGUSON ENTERPRISES INC.	1,623.00
01/23/2024	00001	206696 MISC	FORBESS, MARTHA JOAN	30.46
01/23/2024	00001	206697 75	FPL	2,999.06
01/23/2024	00001	206698 MISC	GARY HARRINGTON	389.86
01/23/2024	00001	206699 MISC	GONZALEZ, CRISTINA	16.21
01/23/2024	00001	206700 11263	IWORQ SYSTEMS	2,250.00
01/23/2024	00001	206701 MISC	JOAN TERSIGNI TR	10.67
01/23/2024	00001	206702 MISC	JOHNSON, KRISTINE M	55.08
01/23/2024	00001	206703 MISC	MFLP PINE LAKES, LLC	71.12
01/23/2024	00001	206704 MISC	MICAL SEAFOOD INC	157.62
01/23/2024	00001	206705 MISC	MONTERO, LUZ MARIA	5.68
01/23/2024	00001	206706 MISC	MOORE, CARLY & JOHN	40.36
01/23/2024	00001	206707 MISC	PALERMO, PULCINI & BEETZ, PA	120.00
01/23/2024	00001	206708 MISC	PEREYRA, RAFAEL M	231.35
01/23/2024	00001	206709 16534	RINGCENTRAL, INC.	1,755.05
01/23/2024	00001	206710 MISC	SILVA, EFRAIN & STEPHANIE	138.06
01/23/2024	00001	206711 MISC	SIMON, LIANA JOY	48.18
01/23/2024	00001	206712 MISC	SPIRIT HALLOWEEN SUPERSTORES LLC	859.05
01/23/2024	00001	206713 MISC	TIGER, SHELLI RUBIANNE	3,134.68
01/23/2024	00001	206714 16652	TOSHIBA FINANCIAL SERVICES	612.69
01/23/2024	00001	206715 MISC	TRAPANI P A, CHRISTOPHER	85.45
01/23/2024	00001	206716 15811	UNITED HEALTHCARE	4,146.61
01/23/2024	00001	206717 146	US POSTMASTER	3,620.29
01/23/2024	00001	206718 17262	UTILITY TECHNOLOGIES LLC	8,895.00
01/23/2024	00001	206719 MISC	VILLAVISANIS, DANIEL	91.13
01/23/2024	00001	206720 16841	WRK LAB, INC.	4,790.25
02/01/2024	00001	206721 8919	10-S TENNIS SUPPLY	1,483.95

02/01/2024	00001	206722	17129	24 HOURS, INC	1,673.00
02/01/2024	00001	206723	10698	A&A DRAINAGE & VAC SERVICES, INC.	3,708.00
02/01/2024	00001	206724	16341	ADP, INC.	300.00
02/01/2024	00001	206725	194	AFLAC	62.22
02/01/2024	00001	206726	15	ALL AMERICAN PEST CONTROL OF FLORID	265.00
02/01/2024	00001	206727	14446	AMERICAN FIDELITY ASSURANCE	5,447.36
02/01/2024	00001	206728	16102	ARCHIVESOCIAL, INC	2,988.00
02/01/2024	00001	206729	MISC	BHOOMI PATEL	206.51
02/01/2024	00001	206730	15878	CITY FIRE, INC.	584.10
02/01/2024	00001	206731	15410	COMCAST	32.66
02/01/2024	00001	206732	15410	COMCAST	293.35
02/01/2024	00001	206733	15410	COMCAST	91.90
02/01/2024	00001	206734	17169	CONSOLIDATED PIPE & SUPPLY COMPANY	1,490.00
02/01/2024	00001	206735	17281	D.W. RECREATION SERVICES	2,000.00
02/01/2024	00001	206736	MISC	DORNELLE THOMAS	250.00
02/01/2024	00001	206737	482	DUVAL FORD	58,910.00
02/01/2024	00001	206738	17014	EVERGREEN SOLUTIONS LLC.	9,500.00
02/01/2024	00001	206739	15991	FERGUSON ENTERPRISES INC.	291.11
02/01/2024	00001	206740	203	FLORIDA MUNICIPAL INSURANCE TRUST	172,501.62
02/01/2024	00001	206741	212	FPL	19,010.93
02/01/2024	00001	206742	75	FPL	5,231.84
02/01/2024	00001	206743	75	FPL	46,893.20
02/01/2024	00001	206744	17282	GOVHR USA, LLC	7,800.00
02/01/2024	00001	206745	16183	IFINISH LLC	720.00
02/01/2024	00001	206746	MISC	JEREMY KATZMAN	336.03
02/01/2024	00001	206747	16946	JOHN MICHAEL PEREZ	5,635.00
02/01/2024	00001	206748	16476	JUNIPER LANDSCAPING OF FLORIDA, LLC	10,667.00
02/01/2024	00001	206749	10502	K.C.M. MACHINE SHOP BROWARD COUNTY	830.97
02/01/2024	00001	206750	MISC	KATHLEEN STAMM	250.00
02/01/2024	00001	206751	15899	LAAS 88 LLC	324.68
02/01/2024	00001	206752	11307	LIBERTY TIRE RECYCLING	505.72
02/01/2024	00001	206753	669	MASSACHUSETTS MUTUAL LIFE	29.12
02/01/2024	00001	206754	336	MATHESON TRI-GAS INC.	732.30
02/01/2024	00001	206755	1056	MICHAEL ALDRICH	2,000.00
02/01/2024	00001	206756	16206	OCCUPATIONAL HEALTH CTRS OF SW P.A.	396.00
02/01/2024	00001	206757	16361	ON THE SPOT SOLUTIONS LLC	250.00
02/01/2024	00001	206758	16432	PREFERRED IDENTITY PLAN, INC	113.00
02/01/2024	00001	206759	15973	SB EVENTS & PRODUCTIONS	1,800.00
02/01/2024	00001	206760	15934	STAR CLEANING USA, INC.	910.11
02/01/2024	00001	206761	MISC	STEPHANIE DIAZ	50.00
02/01/2024	00001	206762	16373	THE CORRADINO GROUP, INC.	89,913.80
02/01/2024	00001	206763	16431	THE LEGAL PLAN, INC	199.00
02/01/2024	00001	206764	16652	TOSHIBA FINANCIAL SERVICES	450.55
02/01/2024	00001	206765	3211	TROPHIES BY EDCO INC	97.11
02/01/2024	00001	206766	4374	USA BLUE BOOK	502.11
02/01/2024	00001	206767	17275	WINZER FRANCHISE COMPANY	784.84
02/01/2024	00001	206768	16498	WM RECYCLE AMERICA, LLC	21,887.70
02/01/2024	00001	206769	17312	XGLOSIVE LLC (JASON R. CORDOVA)	1,000.00
02/01/2024	00001	206770	MISC	YANIRA WILLIAMS	250.00
02/02/2024	00001	247(A)	244	BARNEY'S PUMPS, INC	2,380.00
02/02/2024	00001	248(A)	158	CARLON, INC.	168.63
02/02/2024	00001	249(A)	5779	CAY INDUSTRIES, INC.	1,821.00
02/02/2024	00001	250(A)	16287	CONCRETE WORKS & PAVING INC	1,873.50

02/02/2024	00001	251(A)	15992	FULL MOON CREATIVE LLC	1,738.75
02/02/2024	00001	252(A)	15600	LOU'S GLOVES, INC.	546.00
02/02/2024	00001	253(A)	396	UNITED WAY OF BROWARD COUNTY, INC	16.00
02/02/2024	00001	254(A)	170	W. W. GRAINGER, INC	111.03
02/09/2024	00001	255(A)	7528	ALL POWER GENERATORS, CORP.	2,250.00
02/09/2024	00001	256(A)	5340	BROWARD COUNTY SHERIFF'S OFFICE	2,490,644.06
02/09/2024	00001	257(A)	158	CARLON, INC.	168.63
02/09/2024	00001	258(A)	1969	ENVIRONMENTAL PRODUCTS GROUP, INC.	1,532.90
02/09/2024	00001	259(A)	15992	FULL MOON CREATIVE LLC	928.50
02/09/2024	00001	260(A)	16244	GOREN, CHEROF, DOODY & EZROL, P.A.	25,646.35
02/09/2024	00001	261(A)	16225	HILL MANUFACTURING COMPANY, INC.	1,385.35
02/09/2024	00001	262(A)	17159	KEEFE MCCULLOUGH	12,000.00
02/09/2024	00001	263(A)	17120	KIRK BUFFINGTON	1,406.25
02/09/2024	00001	264(A)	541	KLAUSNER & KAUFMAN, P.A.	15,626.00
02/09/2024	00001	265(A)	16693	MILLENIUM PRODUCTS INC.	16,184.57
02/09/2024	00001	266(A)	220	RONALD L. BOOK, P.A.	4,000.00
02/09/2024	00001	206771	10698	A&A DRAINAGE & VAC SERVICES, INC.	1,200.00
02/09/2024	00001	206772	MISC	ADHYA BABYGIRIJA	50.00
02/09/2024	00001	206773	MISC	ALEXIS HOROWITZ	139.10
02/09/2024	00001	206774	15	ALL AMERICAN PEST CONTROL OF FLORID	265.00
02/09/2024	00001	206775	17313	AMERI TEMP AIR CONDITIONING, INC	5,472.13
02/09/2024	00001	206776	16377	AMERICAN WATER CHEMICALS INC.	10,650.00
02/09/2024	00001	206777	10220	ARBOR DAY FOUNDATION	15.00
02/09/2024	00001	206778	8092	BROWARD COUNTY, BOARD OF COUNTY COM	477.62
02/09/2024	00001	206779	15916	CHAMPION CONTROLS, INC.	23,793.28
02/09/2024	00001	206780	MISC	CHRISTINA ALLEN	250.00
02/09/2024	00001	206781	15410	COMCAST	288.84
02/09/2024	00001	206782	15410	COMCAST	186.85
02/09/2024	00001	206783	15410	COMCAST	199.85
02/09/2024	00001	206784	136	ENVIRONMENTAL REAGENT SERVICES	273.74
02/09/2024	00001	206785	559	FAST-DRY COURTS, INC.	72,514.87
02/09/2024	00001	206786	167	FERGUSON ENTERPRISES INC.	1,234.44
02/09/2024	00001	206787	167	FERGUSON ENTERPRISES INC.	1,060.00
02/09/2024	00001	206788	MISC	FLORIDA AGENCY FOR HEALTHCARE ADMIN	191.76
02/09/2024	00001	206789	16547	FLORIDA POOL FILLS, INC.	313.20
02/09/2024	00001	206790	75	FPL	30.38
02/09/2024	00001	206791	17077	GOODI-LAND ENTERPRISES, INC	2,850.00
02/09/2024	00001	206792	10233	HYDROCORP, LLC	19,110.00
02/09/2024	00001	206793	10925	IMPERIAL ELECTRICAL INC	3,715.45
02/09/2024	00001	206794	17095	LANDSCAPE SERVICE PROFESSIONALS INC	20,980.00
02/09/2024	00001	206795	16631	LIGHT ER UP, LLC	18,750.00
02/09/2024	00001	206796	16318	MERCHANTS ASSOCIATION COLLECTION DI	292.27
02/09/2024	00001	206797	1949	NORTH STAR TECHNICAL SERVICES, INC.	1,290.00
02/09/2024	00001	206798	MISC	OTTO KIRCHHEINER	250.00
02/09/2024	00001	206799	16367	QUADIENT LEASING USA, INC	204.45
02/09/2024	00001	206800	15748	R&M SERVICE SOLUTIONS, LLC	5,775.00
02/09/2024	00001	206801	MISC	REZA DADKHAH	50.00
02/09/2024	00001	206802	10309	SHI INTERNATIONAL CORP.	5,144.21
02/09/2024	00001	206803	10611	SOUTHEAST GUARDRAIL & ATTENUATORS	9,336.25
02/09/2024	00001	206804	16373	THE CORRADINO GROUP, INC.	1,224.00
02/09/2024	00001	206805	MISC	UNITED HEALTHCARE INSURANCE COMPANY	265.67
02/09/2024	00001	206806	16297	VANTAGE INTEGRATION, INC.(AT&I SYS)	2,775.00
02/09/2024	00001	206807	15606	VERIZON WIRELESS	1,926.86

02/09/2024	00001	206808	1542	WASTE MANAGEMENT	334,176.93
02/09/2024	00001	206809	16498	WM RECYCLE AMERICA, LLC	21,059.79
02/15/2024	00001	267(A)	5340	BROWARD COUNTY SHERIFF'S OFFICE	9,915.27
02/15/2024	00001	268(A)	158	CARLON, INC.	1,220.00
02/15/2024	00001	269(A)	3236	CITY ELECTRIC SUPPLY COMPANY	2,743.20
02/15/2024	00001	270(A)	16287	CONCRETE WORKS & PAVING INC	3,997.50
02/15/2024	00001	271(A)	15716	FLORIDA TECHNICAL CONSULTANTS, LLC	11,015.00
02/15/2024	00001	272(A)	17213	HUJRR HOMES, LLC	6,356.09
02/15/2024	00001	273(A)	15600	LOU'S GLOVES, INC.	1,520.00
02/15/2024	00001	274(A)	16195	PSI TECHNOLOGIES INC	60,000.00
02/15/2024	00001	275(A)	170	W. W. GRAINGER, INC	602.21
02/20/2024	00001	206810	MISC	ABECASSIS, ELIE ALBERTO BOUHADANA	35.61
02/20/2024	00001	206811	MISC	ACUNA GUTIERREZ, HUMBERTO LUIS	21.06
02/20/2024	00001	206812	16341	ADP, INC.	4,727.83
02/20/2024	00001	206813	20	ALLIED UNIVERSAL CORP.	6,875.16
02/20/2024	00001	206814	28	AMERICAN WATER WORKS ASSOCIATION	4,572.00
02/20/2024	00001	206815	MISC	ANDREA MACUGOSKII	250.00
02/20/2024	00001	206816	MISC	ANDREWS, ALAN & EVA	16.74
02/20/2024	00001	206817	14208	AT&T	1,436.12
02/20/2024	00001	206818	16083	AT&T	556.40
02/20/2024	00001	206819	14882	AT&T WIRELESS	158.48
02/20/2024	00001	206820	MISC	BENO ,BEN	89.77
02/20/2024	00001	206821	MISC	BEYHAN INAN, BAHAR	41.15
02/20/2024	00001	206822	MISC	BRICKELL 2806 LLC	2.25
02/20/2024	00001	206823	MISC	BRIN, JEREMY E & MARTIN J	20.35
02/20/2024	00001	206824	MISC	BROOKER, GINA & JAMES	30.69
02/20/2024	00001	206825	7657	BROWARD BOLT	321.04
02/20/2024	00001	206826	MISC	CASTILLO INVESTMENTS NORTH LLC	72.18
02/20/2024	00001	206827	MISC	CC HOMES AT KINGFISHER RESERVE, LLC	160.42
02/20/2024	00001	206828	MISC	CERTIFIED TRUE INVESTMENTS BROWARD	71.03
02/20/2024	00001	206829	MISC	CUSANO, SHERRY E	50.14
02/20/2024	00001	206830	482	DUVAL FORD	55,470.00
02/20/2024	00001	206831	MISC	FELDMAN, MARTIN	132.77
02/20/2024	00001	206832	17294	FLORIDA MUNICIPAL PENSION TRUST FUN	225.00
02/20/2024	00001	206833	16547	FLORIDA POOL FILLS, INC.	1,458.00
02/20/2024	00001	206834	15855	FORTILINE, INC	9,132.20
02/20/2024	00001	206835	212	FPL	8,956.05
02/20/2024	00001	206836	75	FPL	2,164.04
02/20/2024	00001	206837	75	FPL	67,033.01
02/20/2024	00001	206838	MISC	GEETING JR., DONALD	27.49
02/20/2024	00001	206839	530	HACH COMPANY	282.00
02/20/2024	00001	206840	11344	HAWKINS, INC.	1,078.80
02/20/2024	00001	206841	MISC	HIRSCH, MARY & MATTHEW	164.09
02/20/2024	00001	206842	MISC	HUTH, DANIEL K	102.08
02/20/2024	00001	206843	12436	HYDRA SERVICE (S), INC	3,031.26
02/20/2024	00001	206844	9337	ILLINOIS TOOL WORKS (ITW)	84,130.39
02/20/2024	00001	206845	MISC	IRWIN WILLIAMS	73.70
02/20/2024	00001	206846	2442	JAIME GARMIZO	120.00
02/20/2024	00001	206847	16499	JAMES ROBINETTE, INC	2,500.00
02/20/2024	00001	206848	16946	JOHN MICHAEL PEREZ	5,635.00
02/20/2024	00001	206849	888	LEHMAN PIPE AND PLUMBING SUPPLY INC	1,562.64
02/20/2024	00001	206850	MISC	MATHEW THOMMY	250.00
02/20/2024	00001	206851	16122	NALCO COMPANY, LLC.	6,858.43

02/20/2024	00001	206852 181	OFFICE DEPOT	51.17
02/20/2024	00001	206853 16361	ON THE SPOT SOLUTIONS LLC	250.00
02/20/2024	00001	206854 16125	PACE ANALYTICAL SERVICES, LLC	4,400.50
02/20/2024	00001	206855 MISC	RAMHIT, KASHMEER JAYA	90.70
02/20/2024	00001	206856 MISC	ROMERO, MARK	91.03
02/20/2024	00001	206857 MISC	ROSENBERG, GREGORY	68.72
02/20/2024	00001	206858 MISC	ROZZO, STANLEY & LOURDES	1.26
02/20/2024	00001	206859 MISC	RS REALTY SERVICE LLC	42.61
02/20/2024	00001	206860 MISC	RYAN EGGLESTON	143.50
02/20/2024	00001	206861 MISC	S&B SOFLA VENTURES, LLC	71.52
02/20/2024	00001	206862 16004	SHENANDOAH GENERAL CONSTRUCTION, CO	9,012.15
02/20/2024	00001	206863 10309	SHI INTERNATIONAL CORP.	2,377.20
02/20/2024	00001	206864 15934	STAR CLEANING USA, INC.	910.11
02/20/2024	00001	206865 MISC	SULLIVAN, THOMAS M	4.17
02/20/2024	00001	206866 16268	SULPHURIC ACID TRADING COMPANY, INC	42,772.21
02/20/2024	00001	206867 MISC	SUN, YI	36.26
02/20/2024	00001	206868 275	SUN-SENTINEL	178.25
02/20/2024	00001	206869 249	SUNSHINE STATE ONE CALL OF FL INC.	248.13
02/20/2024	00001	206870 10898	SUPERIOR LANDSCAPING& LAWN SVC INC.	96,272.32
02/20/2024	00001	206871 16205	SYNAGRO-WWT, INC	33,977.19
02/20/2024	00001	206872 MISC	TEDRA ALLEN	100.00
02/20/2024	00001	206873 MISC	THE PRIVATE EXCHANGE GRP, INC	2.81
02/20/2024	00001	206874 MISC	TONI ANN KUNES	300.00
02/20/2024	00001	206875 10661	TOSHIBA AMERICA BUSINESS SOLUTIONS	433.87
02/20/2024	00001	206876 3211	TROPHIES BY EDCO INC	1,019.55
02/20/2024	00001	206877 5131	UNIVAR USA INC.	950.00
02/20/2024	00001	206878 146	US POSTMASTER	3,701.88
02/20/2024	00001	206879 4374	USA BLUE BOOK	1,658.53
02/20/2024	00001	206880 MISC	VAN LOAN, NIKKI & VICTORIA	80.70
02/20/2024	00001	206881 MISC	WHEELER, MICHAEL	159.85
02/20/2024	00001	206882 MISC	WILLIAMS, CAROL	15.91
02/20/2024	00001	206883 17275	WINZER FRANCHISE COMPANY	703.87
02/20/2024	00001	206884 MISC	ZALDIVAR, GABRIEL, VICTOR & ANA	55.24
02/22/2024	00001	276(A) 16192	ADVANCED ENVIRONMENTAL LABORATORIES	5,517.00
02/22/2024	00001	277(A) 5319	ALLSTATE RESOURCE MANAGEMENT, INC	1,490.00
02/22/2024	00001	278(A) 3236	CITY ELECTRIC SUPPLY COMPANY	3,843.25
02/22/2024	00001	279(A) 16287	CONCRETE WORKS & PAVING INC	1,123.00
02/22/2024	00001	280(A) 15677	DATA FLOW SYSTEMS, INC.	877.00
02/22/2024	00001	281(A) 15992	FULL MOON CREATIVE LLC	531.00
02/22/2024	00001	282(A) 16951	NEXTAFF GROUP, LLC	36,476.15
02/22/2024	00001	283(A) 15976	SUNSHINE ENTERPRISES, INC.	63.56
02/22/2024	00001	284(A) 5620	THE FITNESS SOLUTION, INC.	514.83
02/22/2024	00001	285(A) 170	W. W. GRAINGER, INC	837.40
02/23/2024	00001	206885 17129	24 HOURS, INC	3,053.00
02/23/2024	00001	206886 2016	ABOVE ALL GARAGE DOORS OF SOUTH FL	400.00
02/23/2024	00001	206887 4	ACE PUMP AND SUPPLY	224.98
02/23/2024	00001	206888 194	AFLAC	31.11
02/23/2024	00001	206889 MISC	AIRMEN2B	50.00
02/23/2024	00001	206890 20	ALLIED UNIVERSAL CORP.	6,831.65
02/23/2024	00001	206891 14451	AMERICAN FIDELITY ASSURANCE CO	996.13
02/23/2024	00001	206892 16083	AT&T	299.60
02/23/2024	00001	206893 16722	AT&T	733.46
02/23/2024	00001	206894 15680	CHEN MOORE AND ASSOCIATES	1,275.00

02/23/2024	00001	206895	15410	COMCAST	184.51
02/23/2024	00001	206896	17169	CONSOLIDATED PIPE & SUPPLY COMPANY	2,356.00
02/23/2024	00001	206897	16620	DURO-LAST, INC.	800.00
02/23/2024	00001	206898	MISC	ELIZABETH TORRES	250.00
02/23/2024	00001	206899	13874	FLORIDA DEPARTMENT OF TRANSPORTATIO	8.98
02/23/2024	00001	206900	8121	FLORIDA MUNICIPAL INSURANCE TRUST	20,914.00
02/23/2024	00001	206901	212	FPL	4,716.03
02/23/2024	00001	206902	75	FPL	2,962.89
02/23/2024	00001	206903	11344	HAWKINS, INC.	891.75
02/23/2024	00001	206904	186	HD SUPPLY FACILITIES MAINTENANCE, L	396.37
02/23/2024	00001	206905	3390	HUDSON PUMP & EQUIPMENT ASSOC., INC	2,486.76
02/23/2024	00001	206906	11009	HUMANA INSURANCE CO	9,304.10
02/23/2024	00001	206907	17127	IGM TECHNOLOGY CORP.	28,000.00
02/23/2024	00001	206908	17128	INFOSEND, INC.	5,455.99
02/23/2024	00001	206909	MISC	JOSHI JOHN	100.00
02/23/2024	00001	206910	14079	KEMIRA WATER SOLUTIONS, INC.	3,347.62
02/23/2024	00001	206911	16450	LIFE INSURANCE COMPANY OF NORTH AME	2,999.69
02/23/2024	00001	206912	336	MATHESON TRI-GAS INC.	732.30
02/23/2024	00001	206913	349	MC MASTER-CARR SUPPLY COMPANY	48.59
02/23/2024	00001	206914	16214	NATIONAL CENTER FOR SAFETY INITIATI	37.00
02/23/2024	00001	206915	17081	NEXTREQUEST LLC	7,200.00
02/23/2024	00001	206916	16286	O'REILLY AUTOMOTIVE STORES, INC	829.30
02/23/2024	00001	206917	16206	OCCUPATIONAL HEALTH CTRS OF SW P.A.	546.00
02/23/2024	00001	206918	10957	PIONEER MANUFACTURING COMPANY	2,979.42
02/23/2024	00001	206919	326	POOL BUILDERS, INC.	1,000.00
02/23/2024	00001	206920	16364	QUADIENT FINANCE USA. INC.	2,001.07
02/23/2024	00001	206921	17361	REDMONT SIGN LLC	109,942.16
02/23/2024	00001	206922	16534	RINGCENTRAL, INC.	2,076.52
02/23/2024	00001	206923	16268	SULPHURIC ACID TRADING COMPANY, INC	8,649.91
02/23/2024	00001	206924	3802	SUNBELT RENTALS	943.03
02/23/2024	00001	206925	249	SUNSHINE STATE ONE CALL OF FL INC.	448.21
02/23/2024	00001	206926	16205	SYNAGRO-WWT, INC	26,825.00
02/23/2024	00001	206927	14520	TEXAS LIFE INSURANCE COMPANY	575.18
02/23/2024	00001	206928	4571	THE SHERWIN-WILLIAMS CO.	3,200.00
02/23/2024	00001	206929	10661	TOSHIBA AMERICA BUSINESS SOLUTIONS	1,285.13
02/23/2024	00001	206930	16652	TOSHIBA FINANCIAL SERVICES	1,307.09
02/23/2024	00001	206931	3211	TROPHIES BY EDCO INC	18.85
02/23/2024	00001	206932	4858	UNITED HEALTHCARE	1,586.80
02/23/2024	00001	206933	861	WESCO TURF INC.	1,233.06
02/23/2024	00001	206934	15835	WILHELM ZIMMERMAN	1,875.00
02/23/2024	00001	206935	11538	WITT O'BRIEN'S LLC	6,150.00
02/23/2024	00001	206936	15605	WRIGHT NATIONAL FLOOD INSURANCE CO	1,004.00
02/27/2024	00001	286(A)	3236	CITY ELECTRIC SUPPLY COMPANY	1,495.00
02/27/2024	00001	287(A)	16287	CONCRETE WORKS & PAVING INC	9,331.50
02/27/2024	00001	288(A)	15677	DATA FLOW SYSTEMS, INC.	6,400.69
02/27/2024	00001	289(A)	16195	PSI TECHNOLOGIES INC	5,272.08
02/27/2024	00001	290(A)	15748	R&M SERVICE SOLUTIONS, LLC	8,816.50
03/01/2024	00001	206937	10698	A&A DRAINAGE & VAC SERVICES, INC.	8,806.50
03/01/2024	00001	206938	194	AFLAC	31.11
03/01/2024	00001	206939	15	ALL AMERICAN PEST CONTROL OF FLORID	265.00
03/01/2024	00001	206940	15410	COMCAST	293.35
03/01/2024	00001	206941	15410	COMCAST	32.66
03/01/2024	00001	206942	15410	COMCAST	91.90

03/01/2024	00001	206943	2145	DELL COMPUTER CORP.	1,496.06
03/01/2024	00001	206944	167	FERGUSON ENTERPRISES, LLC	2,734.16
03/01/2024	00001	206945	17303	FIRST CLASS WINDOW TINTING	455.00
03/01/2024	00001	206946	13874	FLORIDA DEPARTMENT OF TRANSPORTATIO	3.95
03/01/2024	00001	206947	203	FLORIDA MUNICIPAL INSURANCE TRUST	166,953.20
03/01/2024	00001	206948	16547	FLORIDA POOL FILLS, INC.	1,199.60
03/01/2024	00001	206949	212	FPL	11,880.40
03/01/2024	00001	206950	75	FPL	43,247.13
03/01/2024	00001	206951	75	FPL	10,758.68
03/01/2024	00001	206952	75	FPL	60,542.40
03/01/2024	00001	206953	707	GOVERNMENT FINANCE OFFICERS ASSOCIA	445.00
03/01/2024	00001	206954	17073	GOVERNMENTJOBS.COM, INC	1,823.51
03/01/2024	00001	206955	17217	HOOLEY FAMILY MANAGEMENT, INC	181.50
03/01/2024	00001	206956	17217	HOOLEY FAMILY MANAGEMENT, INC	190.90
03/01/2024	00001	206957	17217	HOOLEY FAMILY MANAGEMENT, INC	44.00
03/01/2024	00001	206958	17217	HOOLEY FAMILY MANAGEMENT, INC	26.47
03/01/2024	00001	206959	17217	HOOLEY FAMILY MANAGEMENT, INC	155.64
03/01/2024	00001	206960	17217	HOOLEY FAMILY MANAGEMENT, INC	384.35
03/01/2024	00001	206961	16267	HOSES PLUS, INC.	85.41
03/01/2024	00001	206962	2442	JAIME GARMIZO	1,215.00
03/01/2024	00001	206963	16946	JOHN MICHAEL PEREZ	5,355.00
03/01/2024	00001	206964	15899	LAAS 88 LLC	324.68
03/01/2024	00001	206965	17095	LANDSCAPE SERVICE PROFESSIONALS INC	5,381.00
03/01/2024	00001	206966	9135	LISA MALLOZZI	254.69
03/01/2024	00001	206967	669	MASSACHUSETTS MUTUAL LIFE	29.12
03/01/2024	00001	206968	14796	MENARD CONSULTING, INC	300.00
03/01/2024	00001	206969	15994	METRO EXPRESS INC.	22,246.96
03/01/2024	00001	206970	15982	MUELLER SYSTEMS, LLC	63,194.62
03/01/2024	00001	206971	16286	O'REILLY AUTOMOTIVE STORES, INC	1,894.95
03/01/2024	00001	206972	1400	OTIS ELEVATOR COMPANY	971.01
03/01/2024	00001	206973	MISC	PLANTATION FORD	68.80
03/01/2024	00001	206974	16432	PREFERRED IDENTITY PLAN, INC	113.00
03/01/2024	00001	206975	16367	QUADIENT LEASING USA, INC	204.45
03/01/2024	00001	206976	16516	RELADYNE FLORIDA, LLC	526.95
03/01/2024	00001	206977	15802	SCHOOL BOARD OF BROWARD COUNTY	1,241.50
03/01/2024	00001	206978	6485	STAR-SEAL OF FLORIDA, INC.	400.00
03/01/2024	00001	206979	16268	SULPHURIC ACID TRADING COMPANY, INC	8,487.49
03/01/2024	00001	206980	MISC	TEDRA ALLEN	429.55
03/01/2024	00001	206981	16373	THE CORRADINO GROUP, INC.	612.00
03/01/2024	00001	206982	16431	THE LEGAL PLAN, INC	189.05
03/01/2024	00001	206983	4571	THE SHERWIN-WILLIAMS CO.	1,405.50
03/01/2024	00001	206984	16652	TOSHIBA FINANCIAL SERVICES	144.91
03/01/2024	00001	206985	15811	UNITED HEALTHCARE	4,146.61
03/01/2024	00001	206986	5131	UNIVAR USA INC.	1,864.36
03/01/2024	00001	206987	15606	VERIZON WIRELESS	1,926.86
03/01/2024	00001	206988	861	WESCO TURF INC.	562.02
03/01/2024	00001	206989	17275	WINZER FRANCHISE COMPANY	445.94
03/01/2024	00001	206990	15605	WRIGHT NATIONAL FLOOD INSURANCE CO	3,192.00
03/08/2024	00001	222(S)	167	FERGUSON ENTERPRISES, LLC	0.00
03/08/2024	00001	291(A)	11345	A QUALITY BUSHOG	300.00
03/08/2024	00001	292(A)	16192	ADVANCED ENVIRONMENTAL LABORATORIES	4,582.00
03/08/2024	00001	293(A)	5340	BROWARD COUNTY SHERIFF'S OFFICE	2,433,674.72
03/08/2024	00001	294(A)	158	CARLON, INC.	168.63

03/08/2024	00001	295(A)	5779	CAY INDUSTRIES, INC.	2,418.43
03/08/2024	00001	296(A)	15992	FULL MOON CREATIVE LLC	600.00
03/08/2024	00001	297(A)	16244	GOREN, CHEROF, DOODY & EZROL, P.A.	27,524.55
03/08/2024	00001	298(A)	7699	GREEN THUMB LAWN & GARDEN	63.98
03/08/2024	00001	299(A)	541	KLAUSNER & KAUFMAN, P.A.	1,587.50
03/08/2024	00001	300(A)	16195	PSI TECHNOLOGIES INC	4,559.35
03/08/2024	00001	301(A)	220	RONALD L. BOOK, P.A.	4,000.00
03/08/2024	00001	302(A)	170	W. W. GRAINGER, INC	1,532.08
03/08/2024	00001	206991	MISC	AMANDA VALIENTE	250.00
03/08/2024	00001	206992	14446	AMERICAN FIDELITY ASSURANCE	5,386.44
03/08/2024	00001	206993	14451	AMERICAN FIDELITY ASSURANCE CO	996.13
03/08/2024	00001	206994	MISC	ANTONIOS VAVAKAS	50.00
03/08/2024	00001	206995	15410	COMCAST	288.84
03/08/2024	00001	206996	16130	COMCAST	3,796.87
03/08/2024	00001	206997	1287	DE LA FLOR GARDENS	92.95
03/08/2024	00001	206998	15718	ENVIRONMENTAL SYSTEMS RESEARCH INST	9,653.16
03/08/2024	00001	206999	8121	FLORIDA MUNICIPAL INSURANCE TRUST	315,306.00
03/08/2024	00001	207000	75	FPL	30.07
03/08/2024	00001	207001	MISC	HEIDI ARAY	180.00
03/08/2024	00001	207002	11009	HUMANA INSURANCE CO	9,419.56
03/08/2024	00001	207003	17128	INFOSEND, INC.	5,446.09
03/08/2024	00001	207004	17317	LIGHTHOUSE SERVICES LLC	1,505.00
03/08/2024	00001	207005	336	MATHESON TRI-GAS INC.	880.98
03/08/2024	00001	207006	16318	MERCHANTS ASSOCIATION COLLECTION DI	473.83
03/08/2024	00001	207007	5916	RICE PUMP & MOTOR REPAIR, INC.	1,097.66
03/08/2024	00001	207008	16268	SULPHURIC ACID TRADING COMPANY, INC	8,354.90
03/08/2024	00001	207009	15976	SUNSHINE ENTERPRISES, INC.	14.54
03/14/2024	00001	303(A)	16192	ADVANCED ENVIRONMENTAL LABORATORIES	3,811.00
03/14/2024	00001	304(A)	5340	BROWARD COUNTY SHERIFF'S OFFICE	9,388.87
03/14/2024	00001	305(A)	3236	CITY ELECTRIC SUPPLY COMPANY	575.85
03/14/2024	00001	306(A)	15677	DATA FLOW SYSTEMS, INC.	3,937.04
03/14/2024	00001	307(A)	1969	ENVIRONMENTAL PRODUCTS GROUP, INC.	355.91
03/18/2024	00001	223(S)	861	WESCO TURF INC.	0.00
03/18/2024	00001	207010	17129	24 HOURS, INC	1,673.00
03/18/2024	00001	207011	MISC	AAADVANCE AIR INC	3,538.68
03/18/2024	00001	207012	17313	AMERI TEMP AIR CONDITIONING, INC	5,472.12
03/18/2024	00001	207013	725	AREAWIDE COUNCIL ON AGING OF BC INC	520.00
03/18/2024	00001	207014	16083	AT&T	736.17
03/18/2024	00001	207015	14882	AT&T WIRELESS	158.48
03/18/2024	00001	207016	998	BELL BUSINESS FORMS	287.77
03/18/2024	00001	207017	2332	BROWARD COUNTY RECORDS	38.50
03/18/2024	00001	207018	MISC	CAMP WOODLAND	250.00
03/18/2024	00001	207019	MISC	CARMEN DELFIN	50.00
03/18/2024	00001	207020	16252	CATALIS, LLC	5,250.00
03/18/2024	00001	207021	15410	COMCAST	389.70
03/18/2024	00001	207022	15410	COMCAST	186.85
03/18/2024	00001	207023	5597	ELECTRICAL CONTRACTING SERVICE, INC	9,389.45
03/18/2024	00001	207024	16761	ELITE TENT COMPANY	2,410.00
03/18/2024	00001	207025	MISC	FABIANA PERAZZO GUIMARAS	150.00
03/18/2024	00001	207026	MISC	FBEA FEDERAL BENEFITS EDUCATION	400.00
03/18/2024	00001	207027	167	FERGUSON ENTERPRISES, LLC	4,517.02
03/18/2024	00001	207028	16515	FINISH LINE MAINTENANCE SERVICES,LL	1,947.50
03/18/2024	00001	207029	15979	FIREWORKS DISPLAYS UNLIMITED, LLC	14,500.00

03/18/2024	00001	207030	77	FLEETPRIDE INC	162.10
03/18/2024	00001	207031	MISC	FLEX SPEED PERFORMANCE	50.00
03/18/2024	00001	207032	16547	FLORIDA POOL FILLS, INC.	487.20
03/18/2024	00001	207033	212	FPL	5,472.69
03/18/2024	00001	207034	75	FPL	2,880.93
03/18/2024	00001	207035	MISC	GEORGE VARGHESE	245.00
03/18/2024	00001	207036	17302	GOMEZ & SON FENCE CORP.	7,257.77
03/18/2024	00001	207037	2347	H.C. WARNER, INC.	204.95
03/18/2024	00001	207038	17217	HOOLEY FAMILY MANAGEMENT, INC	445.12
03/18/2024	00001	207039	17217	HOOLEY FAMILY MANAGEMENT, INC	133.24
03/18/2024	00001	207040	17217	HOOLEY FAMILY MANAGEMENT, INC	141.34
03/18/2024	00001	207041	16267	HOSES PLUS, INC.	18.10
03/18/2024	00001	207042	2442	JAIME GARMIZO	201.00
03/18/2024	00001	207043	MISC	JESSICA GARCIA	50.00
03/18/2024	00001	207044	MISC	JIMMEY MYGATT	540.00
03/18/2024	00001	207045	MISC	JOHANNA CARDONA	50.00
03/18/2024	00001	207046	16946	JOHN MICHAEL PEREZ	5,635.00
03/18/2024	00001	207047	MISC	KELLY RODRIGUEZ	50.00
03/18/2024	00001	207048	MISC	KEVIN CHIN	50.00
03/18/2024	00001	207049	16450	LIFE INSURANCE COMPANY OF NORTH AME	3,029.35
03/18/2024	00001	207050	16574	LOCAL AUTO REPAIR LLC	79.99
03/18/2024	00001	207051	MISC	LYFE ATHLETICS	50.00
03/18/2024	00001	207052	MISC	MADDALENA DICICCO	50.00
03/18/2024	00001	207053	MISC	MARINA CARBY	50.00
03/18/2024	00001	207054	MISC	MARTHA EDINGER-ESPINOZA	250.00
03/18/2024	00001	207055	1056	MICHAEL ALDRICH	1,000.00
03/18/2024	00001	207056	16214	NATIONAL CENTER FOR SAFETY INITIATI	55.50
03/18/2024	00001	207057	16286	O'REILLY AUTOMOTIVE STORES, INC	570.76
03/18/2024	00001	207058	16206	OCCUPATIONAL HEALTH CTRS OF SW P.A.	348.00
03/18/2024	00001	207059	MISC	PHILLIP WALLACE	50.00
03/18/2024	00001	207060	16724	PREMIER BOUNCE N SLIDE PARTY RENTAL	10,185.00
03/18/2024	00001	207061	MISC	RACHEL CHAMBERS	250.00
03/18/2024	00001	207062	10699	RECHTIEN INTERNATIONAL TRUCKS	124.80
03/18/2024	00001	207063	MISC	RICHARD SMITH	50.00
03/18/2024	00001	207064	MISC	RIO'S CONCRETE PUMPING	3,260.00
03/18/2024	00001	207065	15973	SB EVENTS & PRODUCTIONS	450.00
03/18/2024	00001	207066	15973	SB EVENTS & PRODUCTIONS	500.00
03/18/2024	00001	207067	15973	SB EVENTS & PRODUCTIONS	500.00
03/18/2024	00001	207068	6310	SOUTHERN LOCK AND SUPPLY CO.	453.67
03/18/2024	00001	207069	MISC	ST. THOMAS UNIVERSITY	50.00
03/18/2024	00001	207070	MISC	STEPHANIE MARTINEZ	50.00
03/18/2024	00001	207071	16268	SULPHURIC ACID TRADING COMPANY, INC	8,447.71
03/18/2024	00001	207072	275	SUN-SENTINEL	171.20
03/18/2024	00001	207073	3802	SUNBELT RENTALS	249.77
03/18/2024	00001	207074	249	SUNSHINE STATE ONE CALL OF FL INC.	348.17
03/18/2024	00001	207075	10898	SUPERIOR LANDSCAPING& LAWN SVC INC.	29,004.50
03/18/2024	00001	207076	14520	TEXAS LIFE INSURANCE COMPANY	535.18
03/18/2024	00001	207077	10661	TOSHIBA AMERICA BUSINESS SOLUTIONS	433.87
03/18/2024	00001	207078	4858	UNITED HEALTHCARE	1,793.80
03/18/2024	00001	207079	4374	USA BLUE BOOK	1,374.32
03/18/2024	00001	207080	MISC	VICTORIA FRANKLIN	50.00
03/18/2024	00001	207081	1542	WASTE MANAGEMENT	334,361.30
03/18/2024	00001	207082	16498	WM RECYCLE AMERICA, LLC	16,215.70

03/18/2024	00001	207083	15605	WRIGHT NATIONAL FLOOD INSURANCE CO	2,401.00
03/18/2024	00001	207084	17312	XGLOSIVE LLC (JASON R. CORDOVA)	2,850.00
03/21/2024	00001	308(A)	158	CARLON, INC.	1,220.00
03/21/2024	00001	309(A)	17120	KIRK BUFFINGTON	1,468.75
03/21/2024	00001	310(A)	16195	PSI TECHNOLOGIES INC	8,630.00
03/21/2024	00001	311(A)	170	W. W. GRAINGER, INC	53.27
03/22/2024	00001	207085	2016	ABOVE ALL GARAGE DOORS OF SOUTH FL	2,428.50
03/22/2024	00001	207086	16341	ADP, INC.	3,534.64
03/22/2024	00001	207087	MISC	ALLAN F. BRACK	250.00
03/22/2024	00001	207088	MISC	ANTHONY VALEO	47.70
03/22/2024	00001	207089	14208	AT&T	1,436.13
03/22/2024	00001	207090	16083	AT&T	149.80
03/22/2024	00001	207091	16722	AT&T	733.42
03/22/2024	00001	207092	MISC	AVERA, CRAIG	75.43
03/22/2024	00001	207093	MISC	BARBOZA, SIOMARA	132.41
03/22/2024	00001	207094	MISC	BLACKBURN, THERESA	130.93
03/22/2024	00001	207095	MISC	BLANCO RODRIGUEZ, ZULAY YESENIA	81.20
03/22/2024	00001	207096	MISC	BROWN, ELCENIA	41.41
03/22/2024	00001	207097	15410	COMCAST	184.51
03/22/2024	00001	207098	MISC	CORCHO, JAVIER	143.15
03/22/2024	00001	207099	MISC	DOURASOF, NICOLAS & VERONIQUE	82.57
03/22/2024	00001	207100	136	ENVIRONMENTAL REAGENT SERVICES	423.98
03/22/2024	00001	207101	MISC	FABTO 36TH ANNUAL EDUCATIONAL CONFE	399.00
03/22/2024	00001	207102	MISC	FINN, SHELLEY & SHAWN	125.14
03/22/2024	00001	207103	MISC	FIRST BAPTIST CHURCH OF DAVIE/COOPE	50.00
03/22/2024	00001	207104	MISC	FREEDMAN, ESTHER L	11.09
03/22/2024	00001	207105	MISC	GERARDO LOMASTRO	130.00
03/22/2024	00001	207106	MISC	GREENWOOD, ELLEN	96.83
03/22/2024	00001	207107	MISC	HARSTAD, LANCE & JACQUI	161.09
03/22/2024	00001	207108	MISC	HUNT, TAMARA ANDRICKA	3.79
03/22/2024	00001	207109	MISC	JR POOL PROS	1,000.00
03/22/2024	00001	207110	MISC	KIRYANAVA, DARYA	176.41
03/22/2024	00001	207111	MISC	LAVACATION FL LLC	175.70
03/22/2024	00001	207112	MISC	LIN, CHONG & FENG HUANG	77.97
03/22/2024	00001	207113	9135	LISA MALLOZZI	17.50
03/22/2024	00001	207114	MISC	MARSH, STEPHEN & JANET	275.94
03/22/2024	00001	207115	MISC	MARTINEZ, STEVEN	58.28
03/22/2024	00001	207116	MISC	MATTAMY PALM BEACH LLC	18.30
03/22/2024	00001	207117	MISC	MEMARI, ALI & BEHNOUSH	38.60
03/22/2024	00001	207118	MISC	NET, MIGUEL	29.06
03/22/2024	00001	207119	MISC	NEVES, RAQUEL L	136.81
03/22/2024	00001	207120	MISC	NEWLAND, DOUGLAS	97.85
03/22/2024	00001	207121	181	OFFICE DEPOT	257.45
03/22/2024	00001	207122	17322	ORLANDO MENDEZ, LLC	7,500.00
03/22/2024	00001	207123	MISC	PALM VISION CENTER INC	89.18
03/22/2024	00001	207124	MISC	PATEL, SHIVANEE	12.10
03/22/2024	00001	207125	MISC	PEREZ ESCUDERO, RAQUEL	52.02
03/22/2024	00001	207126	MISC	PETRIDIS, CONSTANTINOS SAMUEL	29.62
03/22/2024	00001	207127	MISC	QURESHI, SHERAZ SAMI	193.07
03/22/2024	00001	207128	16534	RINGCENTRAL, INC.	1,949.32
03/22/2024	00001	207129	MISC	RUIZ, MARIA	27.82
03/22/2024	00001	207130	MISC	SALONZ COOPER CITY LLC	549.64
03/22/2024	00001	207131	MISC	SCLAFANI, BRITTANY	20.53

03/22/2024	00001	207132	MISC	SFR 2012-1 FLORIDA, LLC	30.23
03/22/2024	00001	207133	MISC	SHANBHAG, AMRUTA	80.29
03/22/2024	00001	207134	MISC	STAMM, TONI G	97.31
03/22/2024	00001	207135	16268	SULPHURIC ACID TRADING COMPANY, INC	8,033.37
03/22/2024	00001	207136	159	SYMBIONT SERVICE CORP	2,600.75
03/22/2024	00001	207137	10661	TOSHIBA AMERICA BUSINESS SOLUTIONS	859.50
03/22/2024	00001	207138	16652	TOSHIBA FINANCIAL SERVICES	711.76
03/22/2024	00001	207139	MISC	VALBUENA, MARIA E	233.04
03/22/2024	00001	207140	MISC	VALENCIA, ANTONIO & OLGA	65.42
03/22/2024	00001	207141	MISC	VENDRYES, TRUDY A	80.12
03/22/2024	00001	207142	17126	VETTED SECURITY SOLUTIONS	500.00
03/22/2024	00001	207143	17126	VETTED SECURITY SOLUTIONS	883.97
03/22/2024	00001	207144	MISC	VF BUSINESS GROUP INC	100.00
03/22/2024	00001	207145	MISC	ZAYAS, RAQUEL	4.42
03/29/2024	00001	312(A)	5319	ALLSTATE RESOURCE MANAGEMENT, INC	1,650.00
03/29/2024	00001	313(A)	16951	NEXTAFF GROUP, LLC	18,319.48
03/29/2024	00001	314(A)	15748	R&M SERVICE SOLUTIONS, LLC	30,000.00

00001 TOTALS:

Total of 1442 Checks:	24,112,953.21
Less 12 Void Checks:	<u>28,251.21</u>
Total of 1430 Disbursements:	<u>24,084,702.00</u>

Bank 00002 TD BANK

10/27/2023	00002	1097(E)	16385	TD BANK	9,102.70
10/27/2023	00002	1098(E)	16385	TD BANK	13,202.15
10/27/2023	00002	1099(E)	16385	TD BANK	5,219.32
10/27/2023	00002	1100(E)	16385	TD BANK	6,621.95
10/27/2023	00002	1101(E)	16385	TD BANK	8,786.54
10/27/2023	00002	1102(E)	16385	TD BANK	7,852.05
10/27/2023	00002	1103(E)	16385	TD BANK	709.96
11/20/2023	00002	1104(E)	16385	TD BANK	8,693.15
11/20/2023	00002	1105(E)	16385	TD BANK	10,152.67
11/20/2023	00002	1106(E)	16385	TD BANK	5,136.54
11/20/2023	00002	1107(E)	16385	TD BANK	9,432.37
11/20/2023	00002	1108(E)	16385	TD BANK	9,562.54
11/20/2023	00002	1109(E)	16385	TD BANK	4,355.21
12/18/2023	00002	1110(E)	16385	TD BANK	13,335.62
12/18/2023	00002	1111(E)	16385	TD BANK	8,553.61
12/18/2023	00002	1112(E)	16385	TD BANK	5,882.07
12/18/2023	00002	1113(E)	16385	TD BANK	7,296.93
12/18/2023	00002	1114(E)	16385	TD BANK	6,954.65
12/18/2023	00002	1115(E)	16385	TD BANK	7,056.52
12/18/2023	00002	1116(E)	16385	TD BANK	2,193.99
01/22/2024	00002	1117(E)	16385	TD BANK	10,650.74
01/22/2024	00002	1118(E)	16385	TD BANK	5,689.00
01/22/2024	00002	1119(E)	16385	TD BANK	5,407.45
01/22/2024	00002	1120(E)	16385	TD BANK	6,037.47
01/22/2024	00002	1121(E)	16385	TD BANK	7,981.66
01/22/2024	00002	1122(E)	16385	TD BANK	6,609.30
01/22/2024	00002	1123(E)	16385	TD BANK	1,005.95
02/13/2024	00002	1124(E)	16385	TD BANK	8,398.66
02/13/2024	00002	1125(E)	16385	TD BANK	7,627.63

02/13/2024	00002	1126(E)	16385	TD BANK	4,146.46
02/13/2024	00002	1127(E)	16385	TD BANK	7,053.77
02/13/2024	00002	1128(E)	16385	TD BANK	8,577.32
02/13/2024	00002	1129(E)	16385	TD BANK	3,652.69
02/13/2024	00002	1130(E)	16385	TD BANK	718.82
03/18/2024	00002	1131(E)	16385	TD BANK	11,948.92
03/18/2024	00002	1132(E)	16385	TD BANK	8,866.19
03/18/2024	00002	1133(E)	16385	TD BANK	5,092.01
03/18/2024	00002	1134(E)	16385	TD BANK	5,701.56
03/18/2024	00002	1135(E)	16385	TD BANK	11,430.63
03/18/2024	00002	1136(E)	16385	TD BANK	5,223.62
03/18/2024	00002	1137(E)	16385	TD BANK	2,683.87

00002 TOTALS:

Total of 41 Checks:	284,604.26
Less 0 Void Checks:	0.00
Total of 41 Disbursements:	<u>284,604.26</u>

REPORT TOTALS:

Total of 1483 Checks:	24,397,557.47
Less 12 Void Checks:	28,251.21
Total of 1471 Disbursements:	24,369,306.26



CITY OF COOPER CITY
CITY COMMISSION REGULAR MEETING
Tuesday, April 30, 2024 at 6:30 PM
City Hall Auditorium | 9090 SW 50th Place

MINUTES

PLEDGE OF ALLEGIANCE -

Mayor Ross opened the meeting at 6:30 PM and led the assembly in the Pledge of Allegiance.

ROLL CALL

Present were Commissioners Mallozzi, Katzman, Shrouder, Green and Mayor Ross.

DECORUM - Jacob Horowitz, City Attorney

City Attorney Horowitz read the decorum policy as follows: Members of the Commission, staff members, citizens, and others are required to use civil and appropriate language when addressing the Commission or anyone present at the meeting and must refrain from using profanity, cursing, or exhibiting aggressive or threatening behavior. All comments should generally be directed to the presiding officer and not to individual members of the Commission, staff, or the audience. No personal verbal attacks toward any individual by either the Commission, staff, citizens, or others shall be allowed during any meeting of the Commission. Any persons making impertinent or slanderous remarks or personal attacks or who becomes boisterous while addressing the Commission or who otherwise violates the decorum rules set forth herein shall be barred from further audience before the Commission by the Mayor, or by request of any member of the Commission unless permission to continue or again address the Commission be granted by a majority vote of the Commission members present.

CHANGES TO AGENDA/EMERGENCY MATTERS

None.

PROCLAMATIONS/PRESENTATIONS

1. Proclamation - Child Abuse Prevention Month

Traci Schweitzer from the Division of Child and Families and Ann Brown from the Guardian Ad-Litem Office accepted a proclamation declaring the month of April Child Abuse Prevention Month.

2. Pet Adoption – Commissioner Mallozzi

Commissioner Mallozzi advised Buddy, a 2-year-old dog is available for adoption by contacting the Humane Society of Broward County at www.humanebroward.com or 954-989-3977 Ext 6.

PUBLIC SPEAKING

Open Public Meeting/Agenda Concerns

CONSENT AGENDA (Items 3-9)

Minutes

- 3. April 9, 2024 Regular Commission Meeting Minutes

Resolutions

4. Resolution 24-10 (Community Development)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE STATEWIDE MUTUAL AID AGREEMENT FOR THE REQUEST, PROVISION, AND RECEIPT OF INTERJURISDICTIONAL MUTUAL ASSISTANCE AMONG THE POLITICAL SUBDIVISIONS WITHIN THE STATE EMERGENCY MANAGEMENT ACT, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN; AUTHORIZING AND DIRECTING THE APPROPRIATE CITY OFFICIALS TO TAKE ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion to Approve

5. Motion to approve the Recommendation of Award of Contract to Miller Legg for the Parks and Recreation Master Plan. - **Parks & Recreation**
6. Motion to approve and authorize the job descriptions for the Finance, Administration and HR Departments, as well as the Public Works Superintendent and the Administrative Services Manager positions for the Public Works Department. – **Human Resources**
7. Motion to Approve Basketball, Volleyball and Pickleball Court Lighting Quotation Dated March 15, 2024, under Clay County Contract No. 18/19-2 for Various Equipment and Amenities for Parks and Playgrounds in the amount of \$170,000.00 - Musco Sports Light, LLC - **Public Works**
8. Motion to accept the Annual Comprehensive Financial Report (ACFR) as presented to the City Commission on April 9, 2024 - **Finance**
9. Motion to approve the FY 2025 Budget Calendar. – **Finance**

Commissioner Shrouder pulled item 9.

Commissioner Mallozzi pulled item 6.

MOTION: Commissioner Shrouder moved to approve the consent agenda with the exception of items 6 and 9. Commissioner Katzman seconded the motion which prevailed by a unanimous roll call vote. (5-0)

6. Motion to approve and authorize the job descriptions for the Finance, Administration and HR Departments, as well as the Public Works Superintendent and the Administrative Services Manager positions for the Public Works Department. – Human Resources

Commissioner Mallozzi asked about the need for the additional positions and how the position title changes will work. HR Director Lourdes Mantecon said there was a job reclassification in the Finance Department and a new position added in Public Works.

Interim Public Works Director Dave Harvell said the reclassification of the Public Works Coordinator position to the Administrative Services Manager position will help divide the administrative and operational sides with regard to reporting. The Public Works Superintendent position will be paid for by vacant positions.

MOTION: Commissioner Katzman moved to approve and authorize the job descriptions for the Finance, Administration and HR Departments, as well as the Public Works Superintendent and the Administrative Services Manager positions for the Public Works Department. Commissioner Green seconded the motion which prevailed by the following roll call vote. (4-1)

NO: Commissioner Mallozzi

YES: Commissioners Katzman, Shrouder, Green and Mayor Ross

9. Motion to approve the FY 2025 Budget Calendar. – Finance

Commissioner Shrouder wants to staff to be mindful of the time of each meeting scheduled for May 28th.

MOTION: Commissioner Green moved to approve the FY 2025 Budget Calendar. Commissioner Shrouder seconded the motion which prevailed by a unanimous roll call vote. (5-0)

REGULAR AGENDA

10. Motion to authorize Staff to prepare a draft ordinance pertaining to the implementation of a School Zone Automated Speed Detection System and to explore the procurement process necessary for the acquisition and installment of such a system. – Mayor Ross

Mayor Ross said he has been inundated by different companies who want to assist in the application of their particular system with the idea of reducing speed in school zones. This is at no cost to the City and offers a potential revenue increase. He would like the procurement process to be used to provide transparency.

Commissioner Katzman is okay with exploring the idea.

Mayor Ross said the ordinance is required for implementation.

City Attorney Horowitz said he would like to look into what ordinance if any is needed to implement the program. Apart from the ordinance there would be a procurement process to find a vendor that would install and monitor the detection system within the school zones.

Commissioner Katzman clarified the Commission would be creating an ordinance that would allow for the implementation of the system. He would like to have law enforcement provide their opinion on the system. City Manager Eggleston said staff can look further into the matter. Commissioner Katzman is okay with exploring options and gathering data from surrounding cities to determine whether or not the Commission wants to move forward.

Commissioner Mallozzi said if any of the other Commissioners presented an item with no backup it would be addressed. She also was confused as to why the item was not presented as a discussion and possible action item. She attended three meetings at three different schools and only one school supported the item. She has no problem looking into the options. She thanked Captain De Giovanni for examining the traffic at the schools to determine the best options. She would like to figure out a way to promote carpooling and utilizing bussing. She believes that more steps need to be taken before the red light cameras are installed.

Commissioner Green asked if the recent traffic study has data that be utilized for these areas. He has no issue with staff moving forward.

Captain De Giovanni said on July 1st of 2023 the Florida Governor enacted a new bill establishing a speed detection camera device for school zones. There are steps required to implement the system including the adoption of an ordinance. He would like to bring back a presentation detailing what the House bill requires. He also stated the program would cite individuals going 9mph over the posted speed limit.

Mayor Ross asked if the violation from this ordinance would cost more than a state statute violation. Captain De Giovanni answered yes. Mayor Ross asked how long the Captain has been working on this item. Captain De Giovanni answered since August 2023 he was monitoring what other cities were doing around us and ensuring this program can integrate into the Real Time Crime Center. He also stated the tragedy that occurred near the Cooper City High School was not an enforcement or infrastructure issue. Mayor Ross finds this to be a major win as safety is a priority.

Commissioner Shrouder said there have been some companies that have reached out to him as well but he would like to see how the program works in neighboring cities.

Commissioner Green asked if additional information will be brought back regarding the house bill. Captain De Giovanni would like bring back a presentation as the ordinance would need to state the locations where the cameras will be installed. Commissioner Green asked if the companies will be doing the work pro bono. Captain De Giovanni said he believes there are some vendors that would provide traffic counts gladly.

City Attorney Horowitz said it's not uncommon for the City to engage a consultant to help prepare bid specifications or procurement documents. Often, when that happens, the consultant as a term of their engagement are precluded from bidding on that particular project. This would be a separate process where they would not necessarily be limited in their ability to bid on a future procurement that the City sought to move forward with.

Commissioner Katzman asked if they do not approve the drafting of the ordinance can the Commission still receive a presentation on the item. City Attorney Horowitz answered yes. Commissioner Katzman is in favor of hearing a presentation before money is spent on legal drafting an ordinance.

Commissioner Mallozzi would like to utilize the drone more to inspect the traffic flows before moving forward on an ordinance. Captain De Giovanni said a lot of issues at the schools are from infrastructure. He has been working with the schools to address parking and traffic needs for three years. He would appreciate help from the Commission on having the school board move forward with allowing additional agreements with neighboring facilities that can help aid with parking.

MOTION: Mayor Ross moved to authorize Staff to prepare a draft ordinance pertaining to the implementation of a School Zone Automated Speed Detection System and to explore the procurement process necessary for the acquisition and installment of such a system. Commissioner Shrouder seconded the motion which failed by a unanimous roll call vote. (5-0)

Mayor Ross asked for a consensus for staff to bring back a presentation.

Commissioner Shrouder is okay with having a vendor come before the Commission but he does not want staff to work on a presentation.

Commissioner Mallozzi said the presentation can help the Captain with obtaining what he needs.

Commissioner Green has no issue with vendors presenting.

Consensus was reached to allow a presentation on the implementation of a School Zone Automated Speed Detection System.

11. Discussion and possible action on allowing Commercial vehicle parking in residential districts. – Commissioner Mallozzi

Commissioner Mallozzi said she has spoken to several residents that have work vehicles. She would like to allow the parking of commercial vehicles in driveways. She would like to help the residents who use the commercial vehicles for work in allowing them to park at home.

Commissioner Green does not recall in his time on the dais hearing a massive outcry from residents asking for the code to be revised with regard to commercial vehicles. He does not believe if they change the code there will not be issues.

Commissioner Shrouder does not believe the City is strict enough. There has been issues with people parking semi-trucks in their front yards. Magnets can be placed on commercial vehicles to adhere to the code.

Commissioner Katzman said he served on the Planning and Zoning Board when this item was considered and the consensus was to keep the code as is.

12. Motion to approve the Automated License Plate Reader & Equipment Expansion Program (ARPA) – BSO Police

Captain De Giovanni said the most recent adopted ARPA plan included funding for additional LPR expansion equipment for the City's Real Time Crime Center. This expansion would add seven additional sites. On July 1st of 2023 the Governor signed a bill to provide a permitting process to allow the City to install LPR's on the right-a-ways. These additional seven sites will keep Cooper City safer. He also advised the FDOT permitting process provides for a five year permit.

Commissioner Shrouder does not believe we need a LPR at 116th and Stirling Road. He asked about a LPR at Palm and Stirling Road. Captain De Giovanni said Palm Avenue is already secured. Captain De Giovanni said the placement of the LPR at 116th and Stirling Road will allow everyone entering Flamingo Gardens to be captured as that zone has the highest amount of crime in the City mostly due to Walmart and to individuals entering from the highway onto Flamingo Road.

MOTION: Commissioner Mallozzi moved to approve the Automated License Plate Reader & Equipment Expansion Program (ARPA). Commissioner Katzman seconded the motion which prevailed by a unanimous roll call vote. (5-0)

13. Motion to approve and authorize a piggyback agreement from the Pasco County Agreement for IFB-SN-23-007, as needed Dual Check Valve Change Out Program Services, with National Metering Services, Inc. in the amount of \$577,500.00 for the replacement of the water meters and installation of new dual check valves. – Utilities

MOTION: Commissioner Shrouder moved to approve and authorize a piggyback agreement from the Pasco County Agreement for IFB-SN-23-007, as needed Dual Check Valve Change Out Program Services, with National Metering Services, Inc. in the amount of \$577,500.00 for the replacement of the water meters and installation of new dual check valves. Commissioner Green seconded the motion which prevailed by the following roll call vote. (4-1)

NO: Commissioner Mallozzi

YES: Commissioners Katzman, Shrouder, Green and Mayor Ross

14. Optimist Club of Cooper City Review of the Tackle Football Program Suspension – Parks & Recreation

JR Molina, President of the Optimist Club said they have been addressing the issue related to the residency requirement. He has had several meetings with the City Manager and Josh Rhodes from the Recreation Department to establish changes. They have been advertising with the Cooper City schools to encourage resident participation.

Mayor Ross asked what changes have been made. Mr. Molina answered they have changed the Commissioner for the sport and they are actively involved on reaching out to residents.

Commissioner Green said he supports the Optimist and the football program. He understands the challenges they face in obtaining participants. He is in full support of all sports and lifting the suspension.

Commissioner Shrouder asked if the process the Commission adopted has been adhered to. Recreation Director Stacie Weiss said she was under the impression no action could be taken with regard to tackle football as it was suspended. Commissioner Shrouder said there was an action plan approved that included a waiver that needed to be completed by the program. Director Weiss said the waiver was not filled out because the program was suspended. Commissioner Shrouder stated the waiver needs submitted. Mr. Molina said they have been working on the steps within the waiver and they will fill out the waiver once the suspension is lifted. Commissioner Shrouder said the form needs submitted to the Commission. Mr. Molina said the form can be submitted tomorrow. Commissioner Shrouder asked how staff added an item to the agenda for reconsideration.

City Attorney Horowitz said staff does not have the ability to initiate the reconsideration of a vote taken by the Commission. At the City Commission meeting of January 9th there was a motion made by Commissioner Shrouder to enforce Resolution 12-7-5 Section E(A) in particular with regard to tackle football directing staff to curtail, suspend, or revoke the privilege to utilize sports facilities until the residency requirements are met. From staff's perspective the program had been suspended until the requirements can be met. Commissioner Shrouder said subsequent to that the Commission established

a waiver. He wants requirements outlined in writing. He wants staff to use the framework provided by the Commission to make a recommendation. Director Weiss said staff was under the impression that the suspension needed to be lifted by the Commission.

City Manager Eggleston said they should have had the letter incorporated into the waiver. Commissioner Shrouder said the Recreation Director needs to submit the form as he does not want to be involved.

Commissioner Katzman thanked Mr. Molina for his efforts working towards compliance for the tackle football program. He asked City Attorney Horowitz if the Commission needs a motion to reconsider the suspension.

City Attorney Horowitz said under Roberts Rules a reconsideration would typically occur at the same meeting of the action or the following meeting. A motion to reconsider would be a little unorthodox this far out but he would recommend it given the former action of the Commission. Commissioner Katzman said if they take the action of reconsidering the suspension then the assumed direction to staff is to follow the protocol that has been adopted and the item will not be brought back to the Commission. Commissioner Katzman made a motion to reconsider the suspension. Commissioner Green seconded the motion.

Commissioner Mallozzi asked if Recreation asked to move forward or asked to place the item on the agenda. City Manager Eggleston said he was aware of the item. Commissioner Mallozzi said Commissioner Shrouder's point is moot as the City Manager did not stop the item from being brought forth to the Commission or direct staff to handle the compliance. She said the tackle program was suspended so the waiver could not be completed.

Mr. Molina said there numbers will be increasing and he agrees with letting staff review the requirements. Commissioner Shrouder said the title of the letter submitted was "Waiver Requested" but no waiver was filled out.

Mayor Ross said he spoke with Optimists members and he believes the attention needed was received and while he trusts his staff he always verifies. He will vote yes on the reconsideration but he is not willing to give any more second chances.

MOTION: Commissioner Katzman moved to reconsider the suspension of the Optimist tackle football program. Commissioner Green seconded the motion which prevailed by a unanimous roll call vote. (5-0).

Commissioner Shrouder moved to have the program on probation, the waiver approved by the Commission to be filled out including the clause acknowledging not meeting the requirements. He would like the Recreation Department to establish a measurable residency number that can be achieved. He wants to delegate the authority to the Recreation Department to resolve issues.

Mayor Ross asked for a time limit for compliance. Commissioner Shrouder said the Recreation Department needs to be establish a time limit.

Commissioner Katzman asked for clarification if they are voting on removing the suspension and instituting a probation period based on terms established by the Recreation Department.

Mr. Molina asked how long the probation period lasts. Commissioner Shrouder said until the requirements are met.

City Manager Eggleston said the waiver does reference certain items coming back before the Commission. Commissioner Shrouder clarified the waiver states Commission or relevant authority and based on the motion the Recreation Department is the relevant authority.

MOTION: Commissioner Shrouder moved to have the program on probation, using the fields, the waiver approved by the Commission to be filled out including the clause acknowledging not meeting the requirements and having Recreation Department to establish a measurable residency number that can be achieved delegating the authority to the Recreation Department to resolve issues. Commissioner Green seconded the motion which prevailed by a unanimous roll call vote. (5-0).

REGULAR RESOLUTIONS

15. Resolution 24-12 (Utilities)

City Attorney Horowitz read "A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING AND ACCEPTING THE OWNERSHIP OF THE WATER AND SANITARY SEWER IMPROVEMENTS, DEDICATION OF THE WATER AND SANITARY SEWER EASEMENTS, REDUCTION OF THE PERFORMANCE BOND TO A ONE-YEAR MAINTENANCE BOND, ASSOCIATED WITH KINGFISHER RESERVE DEVELOPMENT PROJECT GENERALLY LOCATED AT 5700 SW 106th AVENUE, COOPER CITY, FLORIDA, 33328; AUTHORIZING AND DIRECTING THE APPROPRIATE CITY OFFICIALS TO TAKE ANY AND ALL ACTIONS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE" by title.

MOTION: Commissioner Shrouder moved to approve Resolution 24-12. Commissioner Green seconded the motion which prevailed by a unanimous roll call vote. (4-0) Commissioner Katzman was not present on the dais.

ORDINANCES ON FIRST READING

16. Ordinance 24-07 (Administration)

City Attorney Horowitz read "AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION", ARTICLE VI, "EMPLOYEE BENEFITS", DIVISION 2 "RETIREMENT PLAN", SECTION 2-158 "FIREFIGHTERS' PENSION PLAN" OF THE CITY OF COOPER CITY MUNICIPAL CODE OF ORDINANCES BY AMENDING ARTICLE XII, "COMPLIANCE WITH THE INTERNAL REVENUE CODE", TO PROVIDE FOR COMPLIANCE WITH SECURE 2.0 ACT; PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE" by title.

MOTION: Commissioner Shrouder moved to approve Ordinance 24-07. Commissioner Green seconded the motion which prevailed by a unanimous roll call vote. (5-0)

Ordinance 24-08 (Administration)

City Attorney Horowitz read "AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING THE CITY OF COOPER CITY'S FIREFIGHTERS RETIREMENT PLAN CODIFIED IN CHAPTER 2 "ADMINISTRATION" OF THE COOPER CITY MUNICIPAL CODE OF ORDINANCES TO COMPLY WITH CHAPTER 2019-21, LAWS OF FLORIDA; BY AMENDING ARTICLE IX, DISABILITY, AND ARTICLE XI, DEATH BENEFITS, OF SECTION 2-158; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE" by title.

MOTION: Commissioner Katzman moved to approve Ordinance 24-08. Commissioner Shrouder seconded the motion which prevailed by a unanimous roll call vote. (5-0)

18. Ordinance 24-10 (Finance/Utilities)

City Attorney Horowitz read "AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING ORDINANCE NO. 23-21, ADOPTED ON SEPTEMBER 26, 2023; PROVIDING FOR AN AMENDED BUDGET FOR FISCAL YEAR 2023-2024 FOR THE CITY, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE" by title.

MOTION: Commissioner Green moved to approve Ordinance 24-10. Commissioner Katzman seconded the motion which prevailed by the following roll call vote. (4-1)

YES: Commissioners Mallozzi, Katzman, Green and Mayor Ross

NO: Commissioner Shrouder

CITY MANAGER REPORT

19. General Employees' Pension Plan Appointment

City Manager Eggleston advised he reappointed Van Szeto to the General Employees Pension Plan Board. He also advised the Public Works Team has been working with Chen Moore with regard to the Landscape Beautification Plan. They will be presenting to the Commission in June. Staff is working expeditiously on the short term speed cushions and the plan will be brought back to the Commission. Staff established a temporary improvement at Pioneer Middle School to help with traffic. Public Works and Captain De Giovanni will be working on more permanent improvements including paving and gate placement. The second reading of the Solid Waste Budget Ordinance will be placed on the May 14th meeting. He also advised the Royal Palm Ranches Preservation Board terms run for reappointment every two years all current members are interested in serving on the Board and he would like to bring back a resolution for consideration of the reappointments.

Commissioner Shrouder wants to move forward on the improvements to Pioneer Middle School as fast as possible. City Manager Eggleston said it costs around \$10,000 for gates and around \$10,000 to \$15,000 for paving.

CITY ATTORNEY REPORT

City Attorney Horowitz said on May 10th at 9:00 AM there will be a thirty minute Zoom hearing for the lawsuit with BSO regarding pension payments. He will forward a copy of the Notice of Hearing along with the link to the Commission.

POLICE CHIEF'S REPORT

20. Police Chief's Report

Captain De Giovanni advised they were able to secure a grant that allowed two of the City's SRD's to attend the FASRO conference. The Real Time Crime Center helped in aiding a burglary suspect. He also shared the importance of removing all your belongings from your vehicles to help avoid burglaries. The STARS Grant Program will close on June 30th. He also advised of the BSO Cares Program where you can register a special needs family member to help staff when responding to situations. He also spoke on a missing person's article kit that allows a scent from your loved one preserved to help the City's bloodhound in locating an individual. He also thanked the Commission for their support of the crime prevention funds. Lastly, he advised they raised nearly \$5,000 for the Special Olympics this year.

FIRE CHIEF'S REPORT

21. Fire Chief's Report

Chief Harrington advised last Saturday they held an Autism Awareness Event that was a huge success. They will also be offering four Cooper City Seniors with scholarships to pursue a career in the fire service. The scholarships will be presented on May 13th at 6:00 PM at Cooper City High School. There were two major house fires in the past week in the City. The April 23rd structure fire occurred in the shed and caused major damaged in the home. The other fire occurred on April 26th and started in the garage and extended upward in the home. In both instances the State Fire Marshal was called and will determine a cause and origin. The structures were both deemed uninhabitable.

Mayor Ross asked the response times on the two fires. Chief Harrington answered for the April 26th incident it was 4 minutes and 58 seconds and the response time on the April 23rd fire was 3 minutes and 46 seconds. Mayor Ross asked where the funds for the scholarships come from. Chief Harrington answered the Santa Program and there was additional funding from students not attending the academy. Mayor Ross asked the total amount collected from the Santa Program. Chief Harrington answered over \$5,000. Mayor Ross asked if any members from CERT have been considered to join the scholarship committee. Chief Harrington can add CERT members to the committee next year.

Commissioner Shrouder wants the Santa Program registration done online.

COMMISSIONERS' CONCERNS/REPORTS/ITEMS TO BE PLACED ON NEXT AGENDA

Commissioner Shrouder thanked the Utilities Department for allowing him to tag along during the water main breaks. He thanked the Recreation Department for the online registrations but has concerns with the Town of Davie not being included in the Autism Awareness event. He asked why the Town of Davie was not contacted to join the event. He spoke on this issue last year and it occurred again. The Town of Davie has a very robust autism awareness program and he would like to reconnect with the Town. He would like to contact the Town of Davie and apologize for the prior miscommunication.

Mayor Ross said his concern is where was his Fire Chief in providing the services that were previously provided.

Commissioner Shrouder said Ms. Hudson the former Executive Assistant to the Elected Officials handled the event previously and when it was passed to the Recreation Department the program did not include the Town of Davie.

Commissioner Katzman said having a guide with job details can be helpful with job succession. He thanked the Utilities Department for all their hard work. He also received some outreach from residents in Royal Palm Ranches who are having issues with flooding. He would like the board to meet to address these flooding issues. He would also like to determine the best way to assure that all board members are residents. He would like a consensus on revising the code to assure board members are residents.

Consensus was reached to have the City Attorney draft an ordinance with a residency requirement for serving board members.

Commissioner Mallozzi enjoyed the Autism Event and she is looking forward to the Mother/Daughter Tea this weekend.

Mayor Ross thanked the Utilities Department on their hard work during the water break issues. He had an individual from FP&L contact him regarding services that can help the Utilities program and he will connect them with staff. He also thanked the City and staff who brought their children in for Take Your Child to Work Day. He thanked Jake Katzman and Cassius Eggleston for their questions to the Mayor.

ADDITIONAL PUBLIC COMMENTS (3 MINUTES)

None.

ADJOURNMENT

The meeting adjourned at 8:56 PM.

The minutes of the Commission Meeting of April 30, 2024 were approved during the Regular City Commission Meeting of May 14, 2024.

Greg Ross, Mayor

Tedra Allen, City Clerk

ADA NOTICE

This meeting is open to the public. In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this meeting because of that disability should contact the Office of the City Clerk, 954-434-4300 ext. 220, not later than two days prior to such proceeding. One or more members of the City of Cooper City Advisory Boards may be in attendance and may participate at the

meeting. Anyone wishing to appeal any decision made by the Cooper City Commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Agenda items may be viewed online at www.coopercity.gov or at the Office of the City Clerk, City of Cooper City, 9090 SW 50 Place, Cooper City, Florida, 33328, 954-434-4300.

DECORUM

Members of the Commission, staff members, citizens, and others are required to use civil and appropriate language when addressing the Commission or anyone present at the meeting and must refrain from using profanity, cursing, or exhibiting aggressive or threatening behavior. All comments should generally be directed to the presiding officer and not to individual members of the Commission, staff, or the audience. No personal verbal attacks toward any individual by either the Commission, staff, citizens, or others shall be allowed during any meeting of the Commission.

Any persons making impertinent or slanderous remarks or personal attacks or who becomes boisterous while addressing the Commission or who otherwise violates the decorum rules set forth herein shall be barred from further audience before the Commission by the Mayor, or by request of any member of the Commission unless permission to continue or again address the Commission be granted by a majority vote of the Commission members present.

WEBVTT

1

00:00:05.740 --> 00:00:07.700

Good evening, ladies. 7.

2

00:00:07.860 --> 00:00:10.189

Welcome to the City Commission.

3

00:00:10.190 --> 00:00:13.539

Cooper City Hall: Regular meeting today. Tuesday 4, 36, 30.

4

00:00:13.560 --> 00:00:16.740

Cooper City Hall: We do now time for the pledge of allegiance, so please join me.

5

00:00:18.870 --> 00:00:21.350

Cooper City Hall: We pledge allegiance to the flag.

6

00:00:21.400 --> 00:00:32.730

Cooper City Hall: The United States of America is to the Republic for which it stands, one nation, under God, indivisible with liberty and justice for all. Thank you very much, and roll call, please.

7

00:00:35.630 --> 00:00:42.260

Cooper City Hall: Commissioner Malozi, Commissioner Katzman, Commissioner Schouder, Commissioner Green. Yeah, Mayor Ross here.

8

00:00:42.390 --> 00:01:03.930

Cooper City Hall: and Mr. Jacobar, would you please read the decorum policy. Thank you. Good evening, Mayor. Commission for the record. The city's decorum policy reads as follows, members of the Commission, staff, members, citizens, and others are required to use civil and appropriate language on addressing the Commission, or anyone present at the meeting, and must refrain from using profanity, cursing or exhibiting aggressive or threatening behavior.

9

00:01:03.940 --> 00:01:10.539

Cooper City Hall: All comments should be generally directed to the residing officer and not to individual members of the Commission staff or to the audience.

10

00:01:10.680 --> 00:01:18.519

Cooper City Hall: No personal verbal attacks toward any individual by either the commission, staff, citizens, or others shall be allowed during any meeting of the city commission.

11

00:01:18.720 --> 00:01:40.560

Cooper City Hall: Any persons making impertinent or slanderous remarks or personal attacks, or who become boisterous while addressing the Commission, or who otherwise violate the decorum rules set forth here in, shall be barred from further audience before the Commission by the Mayor, or by the request of any member of the Commission, unless permission to continue, or again, address the Commission, be granted by a majority vote of the Commission members. Pleasant? Thank you. Mayor Commission.

12

00:01:40.630 --> 00:01:41.810

Cooper City Hall: Thank you very much.

13

00:01:42.370 --> 00:01:48.700

Cooper City Hall: Are there any changes to the agenda or any emergency manage Mr. City manager. There are not Mayor. Thank you.

14

00:01:48.970 --> 00:01:54.669

Cooper City Hall: Then I will ask the Commission to please join me down at the podium for the proclamations.

15

00:02:35.710 --> 00:02:45.629

Cooper City Hall: The month of April has recognized as child abuse, prevention, prevention, month, a time dedicated to raising awareness and promoting the wellbeing of the safety of children.

16

00:02:45.790 --> 00:02:56.569

Cooper City Hall: This month long observance aims to educate the public on ways to prevent child abuse and neglect, as well as to support families in building healthy and nurturing environments for their children

17

00:02:56.870 --> 00:03:10.319

Cooper City Hall: through various campaigns, events and initiatives, organizations and communities come together to advocate for the protection of children, and to ensure that every child has the opportunity to grow up in a safe and loving environment.

18

00:03:10.690 --> 00:03:21.409

Cooper City Hall: Accepting the proclamation in person are Tracy Schweizer from the Department of Children and Family Services, and Carrie Ann Brown, from the Guardian, Ed lid and program. Would you please join me at the podium

19

00:03:28.830 --> 00:03:33.200

Cooper City Hall: and thank you both for coming, and allow me to read the proclamation.

20

00:03:33.520 --> 00:03:45.710

Cooper City Hall: whereas Florida's bright future depends on healthy development of its children, and whereas every child has a right to a safe, healthy, and happy childhood, where they are educationally and developmentally on track.

21

00:03:45.710 --> 00:04:09.939

Cooper City Hall: And whereas it is vital that individuals, businesses, schools, community organizations, make children a top priority and take action to support the physical, social, emotional, and educational development and competency of all children, and whereas PIN wheels for prevention is a statewide, coordinated campaign aimed to increase awareness of child abuse, prevention efforts by encouraging healthy child development.

22

00:04:09.940 --> 00:04:19.979

Cooper City Hall: positive parenting practices and community support, and whereas during the month of April, prevent child abuse Florida in collaboration with the Florida Department of children and family

23

00:04:19.980 --> 00:04:42.960

Cooper City Hall: and families, and the answer prevention fund of Florida implements, PIN wheels for prevention, and whereas the blue and silver pinwheel displays in this campaign symbolize the health and happiness of all children, and that they deserve such. And whereas the child abuse prevented prevention, month is an important opportunity to urge all Floridians to engage in activities

24

00:04:42.960 --> 00:05:05.590

Cooper City Hall: that strengthen families and communities and that provide the optimal environment for healthy child development. Now I, therefore, Greg. Ross, Mayor of city of Cooper City, Broward, County, State of Florida, and the City Commission do hereby extend my support for all. Observing. April 2024, as child abuse, prevention, month, and in witness whereof I appear to set my hand and cause a great seal of the city of Cooper City.

25

00:05:05.590 --> 00:05:16.250

Cooper City Hall: Broward, County, State of Florida to be affixed this thirtieth day of April, signed by me as Mayor, and on behalf the Commission, I want to say, thank you for all your work and present that to you and ask you. Please say a few words.

26

00:05:16.580 --> 00:05:19.380

Cooper City Hall: Oh, after you

27

00:05:21.486 --> 00:05:43.009

Cooper City Hall: first of all, I have to say. Thank you, Mayor Ross for having us again. And thank you, Si Cooper City, for always for the past, I think 2, 3 years you've been lighting your building blue, and the staff has been wearing, you know, blue supporting. They wear blue days. So

28

00:05:43.010 --> 00:05:55.870

Cooper City Hall: we thank you. I know most of us would not want to have this job that we do every day for Dcf. You know the the Statewide garden at Lytham office? If we could just wipe

29

00:05:56.530 --> 00:06:17.960

Cooper City Hall: child abuse out would be great. But we're here because it does exist. And I can tell you that from our office the statewide garden at Lytham office we are representing 1,313 to 1,500 kids a month here, just in or county alone.

30

00:06:17.970 --> 00:06:28.050

Cooper City Hall: So we, you know, are always looking for volunteers pro bono attorneys. We're looking for mentors or kids need mentors.

31

00:06:29.170 --> 00:06:45.989

Cooper City Hall: and you know, case volunteers to step up and we work in tandem with department of children and families and child net to make a difference in the lives of our children. So we come together every April to make a big impact to

32

00:06:45.990 --> 00:07:04.322

Cooper City Hall: create awareness. And that's why we work with children Services Council on the campaign that runs from January all the way to April, where we have our big event closing off child abuse prevention months. So we take it from human trafficking to

33

00:07:05.942 --> 00:07:17.909

Cooper City Hall: domestic violence, and then we have where we keep bringing families together in March, and then here we have April, which is child abuse, prevention, month. So

34

00:07:17.960 --> 00:07:22.519

Cooper City Hall: we are honored to be here to represent

35

00:07:22.750 --> 00:07:29.409

Cooper City Hall: all of us that work hard in our county and in our communities

36

00:07:29.420 --> 00:07:33.700

Cooper City Hall: to stomp out child abuse. So thank you, guys, for

37

00:07:34.200 --> 00:07:45.489

Cooper City Hall: you know, share having a share. And Mayor Ross and the Commissioners. Thank you so much for having us here again. Thank you.

38

00:07:46.920 --> 00:07:47.700

Cooper City Hall: Frightening.

39

00:07:53.730 --> 00:07:54.400

Cooper City Hall: Here's

40

00:07:59.760 --> 00:08:01.520

Cooper City Hall: thank you. Thank you.

41

00:08:01.930 --> 00:08:05.610

Cooper City Hall: Thank you very much, and you're going freely sorry.

42

00:08:26.480 --> 00:08:30.139

Cooper City Hall: So the pinwheels turned in. That was by the women's club.

43

00:08:31.240 --> 00:08:33.110

Cooper City Hall: Tell me I just didn't move.

44

00:08:33.340 --> 00:08:35.069

Cooper City Hall: That's what I like to see.

45

00:08:38.020 --> 00:08:38.909

Cooper City Hall: Thank you.

46

00:08:54.990 --> 00:08:56.460

Cooper City Hall: And we've got the

47

00:08:56.770 --> 00:08:58.759

Cooper City Hall: Pet Adoption Commission. Malozi.

48

00:09:09.990 --> 00:09:11.370

Cooper City Hall: is it? Up on the screen?

49

00:09:12.340 --> 00:09:13.420

Cooper City Hall: Hopefully.

50

00:09:14.000 --> 00:09:15.390

Cooper City Hall: Okay, maybe not.

51

00:09:15.972 --> 00:09:20.499

Cooper City Hall: Hopefully, we'll see. Oh, there we go, 2 year old Buddy wants to be your PAL.

52

00:09:20.850 --> 00:09:38.329

Cooper City Hall: Sadly Buddy was given up because his owner is ill and does not have the energy to keep up with, but a spirited, outgoing personality. Buddy is an amazing fellow who is potty, trained, is very attentive, and loves to cuddle. He knows a few basic commands, especially if a yummy treat is involved.

53

00:09:38.390 --> 00:10:04.020

Cooper City Hall: Buddy comes when you call him, and he may want to snuggle on the couch with you. It is unknown how he is with kids, but his profile says he ignores cats. He does appear to get along with other dogs, although a meet and greet would be recommended to meet buddy or any other pet. Please visit www.dotu.mainbroward.com to complete the pre-adoption form, and any pet or anything you can do would be wonderful. Thank you.

54

00:10:04.420 --> 00:10:09.010

Cooper City Hall: Thank you. We've got agenda concerns public speaking.

55

00:10:09.270 --> 00:10:11.560

Cooper City Hall: We have one person signed up

56

00:10:11.890 --> 00:10:13.179

Cooper City Hall: JR. Molina.

57

00:10:16.630 --> 00:10:18.170

Cooper City Hall: That's fine.

58

00:10:18.600 --> 00:10:21.630

Cooper City Hall: You want to wait till the item comes up. Not a problem

59

00:10:23.510 --> 00:10:26.870

Cooper City Hall: moving on anyone else in City Hall wishing to speak at this time.

60

00:10:27.140 --> 00:10:28.440

Cooper City Hall: Anyone on virtual

61

00:10:29.770 --> 00:10:31.660

Cooper City Hall: moving on to the consent agenda.

62

00:10:31.860 --> 00:10:33.239

Cooper City Hall: do I have a motion

63

00:10:33.520 --> 00:10:37.589

Cooper City Hall: motion improved by Commissioner Schrader, second by Commissioner Kentman.

64

00:10:38.740 --> 00:10:39.740

Cooper City Hall: Call the boat

65

00:10:41.380 --> 00:10:42.780

Cooper City Hall: Commissioner Malauzi.

66

00:10:43.230 --> 00:10:50.809

Cooper City Hall: Yes, Commissioner Katzman. Yes, Commissioner Schroder, Commissioner Green. Yes, Mayor Ross. Yes, I I want

67

00:10:51.130 --> 00:10:53.390

Cooper City Hall: the the budget calendar.

68

00:10:54.000 --> 00:11:05.940

Cooper City Hall: Let's go back to. That's the only one I then we'll pull. Item 9. Is everyone in favor of your votes standing for so like to pull number 6. Then let's start over. Yeah.

69

00:11:08.520 --> 00:11:21.030

Cooper City Hall: because I like doing things twice. So we will do a motion to approve consent. Agenda, do I have a motion for items? Number 4. Excuse me. 3, 4, 5,

70

00:11:21.690 --> 00:11:22.730

Cooper City Hall: 7,

71

00:11:23.890 --> 00:11:25.040

Cooper City Hall: and 8.

72

00:11:25.530 --> 00:11:28.150

Cooper City Hall: So, moved by Commissioner Green.

73

00:11:28.920 --> 00:11:32.339

Cooper City Hall: do I have a second second by Commissioner Katzman. Call the vote

74

00:11:33.820 --> 00:11:40.400

Cooper City Hall: Commissioner Malauy. Yes, Commissioner Kasman. Yes, Commissioner Schouder. Yes, Commissioner Green. Yes, Mayor Ross. Yes.

75

00:11:40.580 --> 00:11:47.480

Cooper City Hall: Now, item number 6 Commissioner Schroeder. That was Commissioner Malesi. Oh, excuse me, Commissioner Malosi.

76

00:11:48.590 --> 00:11:51.016

Cooper City Hall: So I had a few questions about this.

77

00:11:51.540 --> 00:11:55.730

Cooper City Hall: there was one or 2 typos. I'm not going to bother anyone with that at this point.

78

00:11:56.460 --> 00:11:57.170

Cooper City Hall: But

79

00:11:57.580 --> 00:12:00.910

Cooper City Hall: there are additional positions that are in here

80

00:12:01.030 --> 00:12:05.609

Cooper City Hall: prior to my being reelected. The finance department

81

00:12:05.940 --> 00:12:11.706

Cooper City Hall: pretty much doubled, and now we're adding more positions. So I was wondering

82

00:12:12.170 --> 00:12:14.840

Cooper City Hall: how that was merited. Number one.

83

00:12:14.910 --> 00:12:16.530

Cooper City Hall: and then

84

00:12:18.200 --> 00:12:24.230

Cooper City Hall: I tried to put a call into the finance director, but I did not hear back, but it was later on in the day.

85

00:12:24.320 --> 00:12:27.688

Cooper City Hall: and then, in reference to the public works.

86

00:12:28.270 --> 00:12:30.219

Cooper City Hall: we have new positions.

87

00:12:30.250 --> 00:12:33.049

Cooper City Hall: and it looks like we have a

88

00:12:34.034 --> 00:12:39.035

Cooper City Hall: re. I don't know if I would say reclassification or different

89

00:12:39.870 --> 00:12:46.429

Cooper City Hall: titles, and I was wondering how that was going to work. If someone could. Talk about that.

90

00:12:50.330 --> 00:12:54.519

Cooper City Hall: don't everyone jump at once. It'll be glad to commission, and

91

00:12:55.560 --> 00:12:58.290

Cooper City Hall: we can start with

92

00:12:58.620 --> 00:13:05.099

Cooper City Hall: on the finance end. I'm not sure if there was a particular position, Commissioner Melosi, that

93

00:13:05.410 --> 00:13:08.589

Cooper City Hall: that you were inquiring about, or

94

00:13:08.870 --> 00:13:10.950

Cooper City Hall: let me go back. Sure.

95

00:13:18.958 --> 00:13:24.930

Cooper City Hall: We had had. I think I think you added 2 additional positions. Loris, am I right, or am I wrong?

96

00:13:24.950 --> 00:13:25.990

Cooper City Hall: I don't.

97

00:13:26.520 --> 00:13:27.430

Cooper City Hall: Kittens.

98

00:13:28.970 --> 00:13:31.599

Cooper City Hall: That's why I was just curious to make sure. I'm not sure.

99

00:13:31.780 --> 00:13:33.840

Cooper City Hall: I know that we we re

100

00:13:34.990 --> 00:13:37.010

Cooper City Hall: named several.

101

00:13:37.550 --> 00:13:45.157

Cooper City Hall: and we adjusted the duties within, but I believe we added, because it was in the budget line item as well.

102

00:13:45.550 --> 00:13:47.699

Cooper City Hall: maybe I could find it in there easier.

103

00:13:48.630 --> 00:13:51.150

Cooper City Hall: because y'all gave additional backup

104

00:13:52.490 --> 00:13:58.000

Cooper City Hall: and then change things around at the last minute on, I think Friday or Monday.

105

00:14:00.920 --> 00:14:01.830

Cooper City Hall: hold, on

106

00:14:09.320 --> 00:14:13.329

Cooper City Hall: I'm looking for the budget line item, which would help

107

00:14:22.190 --> 00:14:25.299

Cooper City Hall: maybe it was just a reclassification in

108

00:14:25.650 --> 00:14:27.100

Cooper City Hall: finance.

109

00:14:29.610 --> 00:14:32.119

Cooper City Hall: But then there was an addition in

110

00:14:32.350 --> 00:14:33.660

Cooper City Hall: public works.

111

00:14:34.030 --> 00:14:36.789

Cooper City Hall: Laura's am I correct, or am I? Oh, thank you.

112

00:14:37.080 --> 00:14:42.399

Cooper City Hall: Yes, the finance was a reclass. Okay? So the fine. Oh, here's the thank you.

113

00:14:42.950 --> 00:14:48.570

Cooper City Hall: Okay. So finance's reclassification and public works was addition correct.

114

00:14:48.690 --> 00:14:58.099

Cooper City Hall: Okay? So then, when we re cause, I saw that there was a lot of changes. The people or that are currently in those positions

115

00:14:58.260 --> 00:15:02.559

Cooper City Hall: with the added duties. Does everybody still fit in

116

00:15:03.030 --> 00:15:06.720

Cooper City Hall: those positions. Correct? Yeah. So there's it's just

117

00:15:07.180 --> 00:15:19.829

Cooper City Hall: it's just renaming per the market, you know, some some titles changed that are going to be more comparable with other cities. Okay? And then you're talking about the finance one. Yeah, yeah, we'll start with that. So everybody still

118

00:15:20.010 --> 00:15:29.639

Cooper City Hall: good, just making everything in line with what's happening everywhere else. Correct? Yes, okay. And then, in reference to public works.

119

00:15:29.930 --> 00:15:42.680

Cooper City Hall: And I'll go ahead. And Lawrence maybe just invite Mr. Harvelle up to speak about those couple of positions public works, superintendent and the Administrative Services manager positions. Yeah, the Public Works Coordinator was more of a reclass.

120

00:15:43.180 --> 00:15:54.840

Cooper City Hall: just to make sure the like, Morris said. The the public Works Coordinator has a reclass to that Admin service manager. Can you speak in the mic, please? I know you're tall. Sorry. Yeah, no problem, no problem.

121

00:15:55.590 --> 00:16:10.120

Cooper City Hall: So we we recommended the reclass that public works coordinator to the Admin Service manager position. But the little bit of backdrop behind that your current organizational structure is very flat line. Everybody reports directly to your director of public works.

122

00:16:10.170 --> 00:16:22.400

Cooper City Hall: So we kind of, we divided that those 2 areas up to begin the An Admin side and an operational side within your public works is which is typical organizational structure for a public Works department.

123

00:16:22.460 --> 00:16:35.639

Cooper City Hall: So we created this public works, superintendent, reclass or position that is currently going to be funded by your unfilled positions. And you're not going to see any additional fte. So basically, you see a restructure and a reclass under one position.

124

00:16:36.550 --> 00:16:39.669

Cooper City Hall: Okay? But so now, when you

125

00:16:40.970 --> 00:16:48.139

Cooper City Hall: reorganized, I saw that the the 2 physicians have a

126

00:16:48.310 --> 00:16:51.269

Cooper City Hall: a bunch of different duties that are now assigned to them.

127

00:16:51.330 --> 00:16:53.871

Cooper City Hall: So the people now there's

128

00:16:54.430 --> 00:16:58.659

Cooper City Hall: What was it? A \$170,000 added to the

129

00:16:58.990 --> 00:17:13.919

Cooper City Hall: budget. I believe \$70,000 in your packet is actually the grant that you're getting from the Water Land Trust Fund. It's nothing to do with the organization structure. Okay? So that had no bearing whatsoever. So then the people. So then, who would then who would?

130

00:17:14.109 --> 00:17:25.430

Cooper City Hall: So the administrative services manager? Yes, ma'am. Who would that be, young lady right over here? Fusida Davis? Okay, so that's faced. Okay? And then the

131

00:17:26.250 --> 00:17:31.140

Cooper City Hall: public work superintendent would be, that is an unfilled position that we'll be advertising for.

132

00:17:31.250 --> 00:17:38.360

Cooper City Hall: Okay, unfilled position that we'll be advertising for. So what does that take the place of? Well, right in this fiscal year. You currently have the

133

00:17:38.380 --> 00:17:45.525

Cooper City Hall: funding, but we probably combining a couple of your vacant positions to fund that next year and not have any additional fts.

134

00:17:47.400 --> 00:17:56.819

Cooper City Hall: So I can't tell you specifically at this. I can't tell you specifically at this time, after 6 weeks of being in here, what positions will be combined to create that superintendent position

135

00:17:56.860 --> 00:18:07.389

Cooper City Hall: cause I don't have enough. Grasp this, the the scope of your of the demands on your Public Works Department, but it is recommended from this point of view not to have any additional fts.

136

00:18:11.710 --> 00:18:12.680

Cooper City Hall: Okay.

137

00:18:14.630 --> 00:18:16.480

Cooper City Hall: thank you. Anyone else

138

00:18:17.030 --> 00:18:23.860

Cooper City Hall: do I have a motion to approve on item number 6, motion to approve, second by Commissioner Katzman, by Commissioner Green. Second.

139

00:18:24.050 --> 00:18:26.860

Cooper City Hall: any further discussion, hearing none follow both

140

00:18:27.804 --> 00:18:34.616

Cooper City Hall: Commissioner Malauy, Commissioner Katzman, Commissioner Schouder, Commissioner Green, Mayor Ross.

141

00:18:35.250 --> 00:18:53.579

Cooper City Hall: moving on to item number 8, Commissioner Charter. So, and may 28, meeting we also have, like a budget. I think you have like 30 min in advance, or something like that. I don't think that's a lot of time. And that's that May 28 meeting is also, when all the student governments are coming.

142

00:18:53.860 --> 00:19:03.929

Cooper City Hall: So that's it's gonna be a really, really and like so

143

00:19:05.070 --> 00:19:05.950

Cooper City Hall: maybe.

144

00:19:05.970 --> 00:19:31.589

Cooper City Hall: And and, Commissioner, if I could. A part of my interruption, the May 20 eighth, that's just internally for our staff. That's our date to advertise for yours. We wouldn't have yours till the June eleventh meeting at 50, yes, the public the up, the public input budget meeting. We can certainly move that or tweak that, or just be cognizant of how long the later one is.

145

00:19:32.460 --> 00:19:54.510

Cooper City Hall: that's all I really wanted to. Yeah, I was thinking it was the actual other one. I was thinking, 30 min for our okay, that makes sense alright. And and I apologize. I had said, item number 8, it's item number 9. Do I have motion on? I anyone else on item number 9,

146

00:19:54.740 --> 00:19:56.249

Cooper City Hall: you have motion on 9.

147

00:19:56.340 --> 00:20:00.520

Cooper City Hall: So moved by Commissioner Green to approve, second by Commissioner Charlotte

148

00:20:00.900 --> 00:20:01.910

Cooper City Hall: Cold Vote.

149

00:20:03.300 --> 00:20:10.559

Cooper City Hall: Commissioner Malozi, Commissioner Katsman, Commissioner Schouder, Commissioner Green, Mayor Ross. Thank you.

150

00:20:10.670 --> 00:20:25.869

Cooper City Hall: Next item number 10, do I have motion to authorize staff to prepare a draft ordinance pertaining to the implementation of a school zone, automated speed detection system and to explore the procurement process necessary for the acquisition and installment of such a system.

151

00:20:27.820 --> 00:20:32.579

Cooper City Hall: Hearing none, I'll go ahead and make the motion. Turn the gavel over to Commissioner Green.

152

00:20:34.000 --> 00:20:38.779

Cooper City Hall: Thank you, Mayor Ross. A motion has been made by Mayor Ross. Is there a second

153

00:20:38.990 --> 00:21:04.100

Cooper City Hall: or discussion? I'll second by Commissioner Shrouter, Mayor Ross? Thank you. I have been inundated, if you will, by different companies, who want to assist us in the application of their particular system, all with the idea of reducing speed in the school zone on Limited days. Limited Times.

154

00:21:04.625 --> 00:21:18.740

Cooper City Hall: Obviously spoke with the captain about it. Anything to assist in less speed around the school zone, which means more safety for the kids I'm always in favor of. It is not a cost.

155

00:21:21.590 --> 00:21:27.279

Cooper City Hall: it doesn't have any cost to us. In fact, it has a a potential revenue

156

00:21:27.858 --> 00:21:49.359

Cooper City Hall: factor. More importantly, they do a traffic study for the need. And it it helps them assess what is needed at no cost to us. So I think it's incumbent upon us to do the right thing in looking at reducing speed, increasing safety, increasing revenue.

157

00:21:49.400 --> 00:21:50.790

Cooper City Hall: and

158

00:21:50.950 --> 00:22:01.439

Cooper City Hall: causing a safer place to drive, to work, to play, to walk for the students as well as the public, and that's why I think it should be

159

00:22:01.440 --> 00:22:22.169

Cooper City Hall: looked into. And and and I say this with greatest and yeah sincerity, the procurement process. I think we all have seen the need for it, how it works. And I think we need to look at how this will be done, because everyone is clamoring for the position, and I want it transparent and fair to everyone.

160

00:22:23.710 --> 00:22:25.399

Cooper City Hall: Okay, Commissioner Schrouder.

161

00:22:26.940 --> 00:22:28.440

Cooper City Hall: Commissioner Lowsy

162

00:22:28.610 --> 00:22:29.640

Cooper City Hall: can't spend next

163

00:22:30.240 --> 00:22:31.770

Cooper City Hall: fine sheet. You can go next month.

164

00:22:33.230 --> 00:22:41.030

Cooper City Hall: But hold on, is it? Hold, wait a minute, Commissioner Katzman my apologies, so I don't mind.

165

00:22:42.155 --> 00:22:43.180

Cooper City Hall: So

166

00:22:43.500 --> 00:22:45.760

Cooper City Hall: I am okay exploring it.

167

00:22:45.910 --> 00:22:54.079

Cooper City Hall: But I don't know if this conversation is supposed to be exploring it, or if we're going to go through a whole procurement process to then explore it. That's what wasn't confusing on this.

168

00:22:55.240 --> 00:23:12.090

Cooper City Hall: Do you want me respond? Yeah, that's okay, this is just a draft ordinance pertaining to the implementation. And then we have to explore the procurement process. I'm not ready to make any decisions. I'm not ready to do anything other than let's establish

169

00:23:12.100 --> 00:23:27.110

Cooper City Hall: if it hasn't already been a procurement process so that we can figure it out. We can get a traffic study, see if we need it. See if it's something that we would be benefiting from as far as safety is concerned, and then we can go forward.

170

00:23:27.200 --> 00:23:34.959

Cooper City Hall: So we have to have an ordinance to procure to, to discuss, procuring something.

171

00:23:35.170 --> 00:23:38.830

Cooper City Hall: if I may. There's essentially a two-part motion.

172

00:23:39.168 --> 00:23:50.620

Cooper City Hall: You know. Candidly, I would want to look at what ordinance, if any, was even necessary to implement the program, and to the extent that there was a need for an ordinance to provide for that implementation, we would draft that ordinance. If given the direction

173

00:23:50.620 --> 00:24:15.209

Cooper City Hall: separate and apart from that direction, there'd be a procurement process to find a vendor that would essentially install and monitor the detection system within the. So it's a bifurcated motion. We could bring back an ordinance to the extent that what is necessary. It could be adopted and on the books and on the code, but never implemented. If the Commission ever wanted to move forward with that process. It's the procurement that would essentially secure a vendor to provide that service.

174

00:24:15.790 --> 00:24:36.520

Cooper City Hall: So thank you. So I can reiterate and make sure. I understand. So we would be creating an ordinance that allows for us to implement a system like this if we wanted to, it'd be the the infrastructure for the system essentially and then, but separately, I I guess I'm asking what the protocol is when we would actually discuss this because I don't want to go through a whole procurement process

175

00:24:36.530 --> 00:24:44.429

Cooper City Hall: and then discuss whether we need it. I want to talk about our, you know. Obviously have our law enforcement leaders.

176

00:24:44.690 --> 00:24:53.330

Cooper City Hall: give us their take and have other subject matter. Experts give residents an opportunity and then decide as a as a.

177

00:24:53.370 --> 00:25:01.410

Cooper City Hall: then, you know, as a as a 5 of us, whether we think we should move forward with the procurement. So when would that happen based on this?

178

00:25:01.700 --> 00:25:03.890

Cooper City Hall: Do we need to vote to have that discussion?

179

00:25:06.420 --> 00:25:17.140

Cooper City Hall: Yeah, you know. I just say Commissioner Catherine's great questions. I mean, I think. You know we we it's certainly at the pleasure of you and your colleagues. You know.

180

00:25:18.110 --> 00:25:19.079

Cooper City Hall: you know, could

181

00:25:19.430 --> 00:25:46.373

Cooper City Hall: chief Kevin, Digiovanni and I have had definitely had some preliminary discussions on this and done some research. But I think before we marched for too far down that path, obviously, and the mayor had had raised it and said he'd like to add it to the agenda. You know, we could certainly have at least some initial dialogue to see if there's, you know, general consensus to at least move forward on some next steps to kind of develop a full staff report. And you know,

182

00:25:46.890 --> 00:26:03.550

Cooper City Hall: appropriate backup for discussion. If that's something you and your colleague. Yeah, I'm I'm okay with that. Obviously, I'm gonna hear what Commissioner Melosi has to say. But I'm I'm okay with exploring it, getting some data, getting a presentation, finding out what other cities are doing, and then coming up with whether we want to move forward.

183

00:26:04.520 --> 00:26:06.699

Cooper City Hall: Is that it, Commissioner Malozi?

184

00:26:08.360 --> 00:26:10.152

Cooper City Hall: So several things?

185

00:26:10.820 --> 00:26:25.639

Cooper City Hall: A. If any of us presented this item here with one piece of paper and no backup, you would immediately shut us down, saying, Where's the backup? How dare you put this on the agenda without any backup. But I guess this one piece of paper is

186

00:26:25.760 --> 00:26:28.659

Cooper City Hall: sufficient as long as it's you and not anyone else.

187

00:26:28.670 --> 00:26:31.979

Cooper City Hall: So I'd like to point that out. Number 2.

188

00:26:32.240 --> 00:26:41.150

Cooper City Hall: Whenever anyone else brings anything up, it's discussion and possible action. But yet you're ready to prepare a draft. So

189

00:26:41.680 --> 00:26:45.716

Cooper City Hall: I just was a little confused at that as well.

190

00:26:46.955 --> 00:26:58.299

Cooper City Hall: I'd also like to bring up that on the past week. I went to 3 sac meetings at 3 different schools, and brought this item up just to let them know what was going on.

191

00:26:58.860 --> 00:26:59.920

Cooper City Hall: and

192

00:27:00.520 --> 00:27:07.530

Cooper City Hall: all 3 so people, all, all the people that were attending all of the meetings. Only one was for this.

193

00:27:08.390 --> 00:27:12.619

Cooper City Hall: I will say that I know that other municipalities are doing this.

194

00:27:12.950 --> 00:27:16.610

Cooper City Hall: but we were never one to follow other municipalities.

195

00:27:17.621 --> 00:27:25.249

Cooper City Hall: Several people on the high school level thought that this was a I believe it was set a knee-jerk

196

00:27:25.280 --> 00:27:27.900

Cooper City Hall: reaction to the tragedy that occurred.

197

00:27:28.810 --> 00:27:30.639

Cooper City Hall: and then several other people

198

00:27:30.910 --> 00:27:34.289

Cooper City Hall: brought up that this would not have precluded.

199

00:27:34.350 --> 00:27:39.759

Cooper City Hall: Unfortunately, that tragedy from occurring because it happened after the school zone ended.

200

00:27:39.930 --> 00:27:40.950

Cooper City Hall: and

201

00:27:41.550 --> 00:27:47.300

Cooper City Hall: this would not have stopped anyone from speeding, because it was no longer a lessened

202

00:27:48.300 --> 00:27:49.770

Cooper City Hall: less than speed.

203

00:27:51.950 --> 00:27:54.299

Cooper City Hall: I have no problem looking into this.

204

00:27:56.010 --> 00:27:59.020

Cooper City Hall: but I will say that our residents.

205

00:27:59.980 --> 00:28:01.420

Cooper City Hall: as it stand.

206

00:28:01.670 --> 00:28:04.710

Cooper City Hall: already lose their minds

207

00:28:04.830 --> 00:28:06.439

Cooper City Hall: over school zones.

208

00:28:07.330 --> 00:28:08.580

Cooper City Hall: All of the

209

00:28:08.700 --> 00:28:11.909

Cooper City Hall: feedback that I received just from those 3 schools

210

00:28:12.610 --> 00:28:22.239

Cooper City Hall: were that they would, and I did say that I would talk to the chief about this. I but I figured I would do it after this meeting to see how this discussion went. They had all asked if they could get

211

00:28:22.440 --> 00:28:35.520

Cooper City Hall: our police out, and if they and the High School commended you. Just so. You know, chief, on how you had come out taking the drone up and analyze the traffic, and

212

00:28:35.520 --> 00:28:57.090

Cooper City Hall: you all were integral to readjusting the traffic patterns at the high school, and saving an enormous amount of time and stacking time and helping that but several parents from the other 2 schools, and also at the high school, asked if maybe

213

00:28:57.250 --> 00:29:03.780

Cooper City Hall: police could come out, and maybe we could form some sort of committee to try and figure out ways

214

00:29:03.930 --> 00:29:08.640

Cooper City Hall: to encourage parents to utilize

215

00:29:08.760 --> 00:29:09.820

Cooper City Hall: busing

216

00:29:10.110 --> 00:29:17.490

Cooper City Hall: to. I know you're laughing. I'm sorry to utilize busing, to utilize more carpooling.

217

00:29:18.300 --> 00:29:21.130

Cooper City Hall: to get the students to actually

218

00:29:21.310 --> 00:29:24.449

Cooper City Hall: pay attention to walk across walks

219

00:29:24.810 --> 00:29:28.320

Cooper City Hall: and to follow the rules that are there.

220

00:29:29.170 --> 00:29:29.940

Cooper City Hall: and

221

00:29:30.350 --> 00:29:33.849

Cooper City Hall: I will say that several times coming to City Hall

222

00:29:34.460 --> 00:29:41.979

Cooper City Hall: at the wrong time, and I know our assistant has said that she's that she deals with it. She was dealing with it almost daily.

223

00:29:42.020 --> 00:29:44.139

Cooper City Hall: Cars are coming are stacked.

224

00:29:44.690 --> 00:29:48.150

Cooper City Hall: If you come close to 2 o'clock. Cars are stacked

225

00:29:49.570 --> 00:29:53.559

Cooper City Hall: and you have. You'll see cars going into the oncoming lane

226

00:29:53.720 --> 00:30:04.229

Cooper City Hall: to go around the cars that are parked on this street now. They've stopped that on
ninetieth, because they don't allow it. But so that is also part of the problem

227

00:30:04.360 --> 00:30:08.419

Cooper City Hall: is, our parents are now again used to

228

00:30:08.860 --> 00:30:10.980

Cooper City Hall: things like this. So if we could.

229

00:30:11.020 --> 00:30:12.920

Cooper City Hall: as a municipality.

230

00:30:13.830 --> 00:30:28.819

Cooper City Hall: re-engage our residents into letting them know this cannot be done. This cannot be
done. This cannot be done, and I would like to see all of that happen before we do this, because I don't
see making revenue off of

231

00:30:29.230 --> 00:30:30.350

Cooper City Hall: this

232

00:30:30.370 --> 00:30:39.039

Cooper City Hall: as something that's going to go over. Well, because when I had brought up red light,
and this was just in general on our exterior roads.

233

00:30:39.770 --> 00:30:44.550

Cooper City Hall: no one liked it because of big brother watching, etc, etc.

234

00:30:44.870 --> 00:30:48.469

Cooper City Hall: and I don't know how well that is going to go over.

235

00:30:48.810 --> 00:30:51.230

Cooper City Hall: and I'm all about childhood safety.

236

00:30:51.400 --> 00:30:56.140

Cooper City Hall: But there's more things that also need to be done. This is not.

237

00:30:56.180 --> 00:31:03.840

Cooper City Hall: This might be 1 one cog in the wheel, but there are many more that I think I would like to see done before

238

00:31:03.850 --> 00:31:06.459

Cooper City Hall: I go towards a red Light camera

239

00:31:07.940 --> 00:31:12.350

Cooper City Hall: mission. I'm so confused, Mayor Ross. I may. I have the gamble? Thank thank you.

240

00:31:13.045 --> 00:31:20.730

Cooper City Hall: And I'm it sounds like we're gonna go around, perhaps one more again. I wanted to just weigh in

241

00:31:20.920 --> 00:31:22.649

Cooper City Hall: on this very quickly.

242

00:31:22.680 --> 00:31:30.330

Cooper City Hall: I don't have an issue with that. I know that Commissioner Malozi did point out.

243

00:31:30.876 --> 00:31:32.710

Cooper City Hall: The lack of a backup

244

00:31:32.730 --> 00:31:38.349

Cooper City Hall: material materials here. I know that recently we.

245

00:31:38.780 --> 00:31:40.960

Cooper City Hall: the citywide.

246

00:31:41.920 --> 00:31:53.339

Cooper City Hall: the traffic, calming devices, and the study that was conducted along a number of the corridor, the ulterior roads, and all that. I'm wondering if we if we if there's a possibility

247

00:31:53.430 --> 00:31:56.140

Cooper City Hall: to pull data from

248

00:31:58.152 --> 00:32:02.090

Cooper City Hall: from that that work that was conducted.

249

00:32:02.360 --> 00:32:11.960

Cooper City Hall: Mr. Eggleston. And here's why here's why, I say that I know that when we, when we had been talking about

250

00:32:12.030 --> 00:32:37.146

Cooper City Hall: traffic, calming devices and looking at a number of areas where speeding is an issue. To my knowledge. I don't know if we had talked had included in that discussion traffic or speeding during school hours and in school zone. So if there's data that's out there that we could pull

251

00:32:38.243 --> 00:32:43.760

Cooper City Hall: as for additional context, that would be great. Again.

252

00:32:45.410 --> 00:32:48.729

Cooper City Hall: ensuring that we're doing, taking every step to

253

00:32:49.309 --> 00:33:02.480

Cooper City Hall: to mitigate any other child or person from succumbing to injuries as a result of speeding and accidents. You know, I'm all for but

254

00:33:03.200 --> 00:33:16.680

Cooper City Hall: I just wanted to include that and what I had to say. I don't have an issue with us moving forward, but I'm sure that my colleagues have more to say. Mayor Ross. Thank you before I go. May I defer to the captain? Yes, sir.

255

00:33:17.330 --> 00:33:21.409

Cooper City Hall: Good evening, Mayor City commission manager residents that are with us.

256

00:33:22.027 --> 00:33:42.019

Cooper City Hall: So this is a important conversation. Anytime we're talking about, you know. Infrastructure changes and safety of our residents, especially our children. So just to add some context of the conversation, and July first of 2023, the Florida Governor enacted a new bill with House Bill 6, 5, 7,

257

00:33:42.060 --> 00:33:49.610

Cooper City Hall: Housebo, 6, 5, 7, essentially established. A speed detection camera device system for particularly for school zones.

258

00:33:50.031 --> 00:34:17.439

Cooper City Hall: In that criteria. In that hospital there are certain steps that a municipality must take or county in order to enact such a enforcement program. One of those steps is related to the item that

Mayor Ross place for discussion, that the municipality would need to establish an ordinance, and in that ordinance you would identify locations that speed detection. Cameras would be set up prior to that. Just

259

00:34:17.440 --> 00:34:33.800

Cooper City Hall: so we can look at it. Process wise. If this was an endeavor that this commission wanted to direct the city manager and I to work on. What I would recommend is that you allow me to bring back a presentation that I'm able to work with the manager on to overview what House Bill 6, 5, 7 entails.

260

00:34:33.800 --> 00:35:02.779

Cooper City Hall: how that program would be implemented. The companies that typically are assisting municipalities and developing this program would come out ahead of time to do what we call a speed traffic count. So along the lines of what you're saying they would actually come out and do a speed study. And you would collect that data in those areas that you would be targeting. And you would want to provide that in the presentation to this commission, so that you can see

261

00:35:03.162 --> 00:35:21.880

Cooper City Hall: one distinction. Just so, you know. This is not typically when you look at the school zone camera program, we kind of correlate with the red light camera. It's a little bit different in the sense that the school zone camera program is going after egregious violators.

262

00:35:21.880 --> 00:35:41.719

Cooper City Hall: So if you're driving 9 miles an hour or less above the speed limit, you're not gonna be sighted. Anyone who's going above 10 miles per hour. So put that in context, if it's a 15 mile per hour, school zone, and you're going 30 miles an hour, 40 miles an hour. That's when it would trigger a violation. But if you were going

263

00:35:41.810 --> 00:35:43.850

Cooper City Hall: 24 miles.

264

00:35:44.040 --> 00:35:46.960

Cooper City Hall: 23 miles it would not trigger a violation.

265

00:35:47.395 --> 00:36:12.909

Cooper City Hall: There are certain criteria on how that would all then be vetted by the law enforcement Department before a citation is issued, and that citation also is not count reported to the insurance company or against their license. It's handled in a different process that I would like to put in the presentation. If that was this commission as well.

266

00:36:12.910 --> 00:36:17.060

Cooper City Hall: money for the residents to receive a

267

00:36:17.250 --> 00:36:22.590

Cooper City Hall: speeding ticket through this ordinance as opposed to a State statute.

268

00:36:23.560 --> 00:36:36.369

Cooper City Hall: so, if I understand the the question correctly, Mayor, if my motor unit goes out there right now and writes a 10 mile over the school zone speed limit citation, it would be more expensive, and the \$100

269

00:36:36.400 --> 00:36:43.360

Cooper City Hall: tap on a citation issued from where violation rather, is. A better word issued from this program. Thank you.

270

00:36:43.400 --> 00:36:46.860

Cooper City Hall: And how long have you been working on this? How many months?

271

00:36:47.260 --> 00:36:58.149

Cooper City Hall: But honestly, the manager and I started looking into this, I think, in August of 2023, which is a month after the bill was passed. We did not bring

272

00:36:58.470 --> 00:37:28.072

Cooper City Hall: a formalized presentation right on back to this commission, because there were certain questions that we were still vetting. 1. One of the important things to take into consideration is this is the new. It's a new program in Florida. This is a program that was very successfully run in Georgia just because it was running successfully in Georgia doesn't mean it's going to be rerun successfully in Florida. So we wanted to see a couple of things. First of all, we wanted to see what these cities Mizpows around us were doing as far as their Rfp process, and what types of

273

00:37:28.730 --> 00:37:35.590

Cooper City Hall: procurement steps they were taking. We also wanted to ensure that everything that we do is intentional, right

274

00:37:35.870 --> 00:37:47.109

Cooper City Hall: the managers often said, and I agree with it that if everything's important, nothing's important. So we have a strategic plan. This city, that strategic plan gives us marching orders on how we should invest our time and our resources

275

00:37:47.390 --> 00:38:10.459

Cooper City Hall: right now, you know, that's last year, June 2023, we had a huge milestone, and launching our real time crime center any technology investments that we do in the future. We wanna make sure they're intentional. And they integrate with that center. So if we were looking to invest in a program like this, there was certainly questions that the manager and I, with the city attorney we're trying to vet as to whether or not

276

00:38:10.600 --> 00:38:30.780

Cooper City Hall: school zone cameras could integrate with our real Time Crime Center, or if there would be challenges, would because of the retention of records. There's certain criteria in the House Bill that that kind of would give us cause for questioning. So we wanted to see how those questions were going to play out before we got ahead of ourselves. And and we did discuss that with the city attorney.

277

00:38:30.790 --> 00:38:39.139

Cooper City Hall: Thank you. Thank you. And the tragic accident that occurred a couple of months ago. This is not a knee-jerk reaction to that, is it?

278

00:38:39.901 --> 00:38:44.959

Cooper City Hall: I don't believe so, Mayor and Commissioner Molosi is correct in saying, and I've

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00:38:45.230 --> 00:38:52.120

Cooper City Hall: I've corrected this in the public as well. And I think, Mr. Malosi, you're right to say that it this

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00:38:52.680 --> 00:39:08.869

Cooper City Hall: a program like this would not have stopped that tragedy. That tragedy had nothing to do with speeding in the school zone. It actually wasn't within the school zone. It was outside the school zone. That that was a horrible, horrible tragedy. That our hearts go out to that family.

281

00:39:08.940 --> 00:39:23.429

Cooper City Hall: But it was not an enforcement issue. It was not an infrastructure issue, and I think that's important that the public knows that. Thank you. And I guess my other concerns would be. And and I'm I'm totally confused, Commissioner Malosi, because

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00:39:23.430 --> 00:39:49.459

Cooper City Hall: to 1 point you're all in favor of the real Time Crime Center, which is big brother on steroids. And now you're saying, oh, my God, we have big brother watching us. News slash. They've been watching for quite a while, and the Lpr's are out there. They're doing a wonderful job, and I thank you for the job that you have been doing with them, and we'll continue to do. I also suggest that people losing their minds. Wait till they see your speed bumps.

283

00:39:49.550 --> 00:40:13.290

Cooper City Hall: because that's something that you wanted as well, and yet that slows people down as do these cameras at a reduced rate other than the State statute. So I find this to be a win-win and more of an educational program which doesn't cost as much as a regular speeding ticket, and I I will just leave it at the fact that this is for safety, not revenue.

284

00:40:13.460 --> 00:40:19.630

Cooper City Hall: but more for the traffic study as well, so I thank you for the work that you and Miss Ableton have been doing.

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00:40:19.810 --> 00:40:34.059

Cooper City Hall: You're welcome, Mayor, and if if you don't mind, if I can just put out there, cause I I'm sure there's gonna be questions that your colleagues have that are valid questions. I think the presentation, if I have opportunity to work with the manager on that would help answer all those questions.

286

00:40:34.060 --> 00:40:56.149

Cooper City Hall: I I don't have any skin in this game to me. I'm at the will of this commission and the manager. So if you feel that this is something that we shouldn't invest time into researching, I'm happy to do that research and put together a comprehensive presentation for you. If you think that it's not collectively worth our time at this time, then I'm happy to move on to the next project.

287

00:40:56.150 --> 00:41:14.979

Cooper City Hall: No, I thank you for that. And and and in response to Commissioner Malauzi's point of why, this is a motion and not the discussion. I think you said it well, because it's required under the ordinance under the State statute that was created, we need to have an ordinance literally just to begin the process.

288

00:41:14.980 --> 00:41:20.263

Cooper City Hall: So that's why I do it. Thank you, Mayor Ross. Commissioner Schouder. Yes,

289

00:41:21.440 --> 00:41:22.190

Cooper City Hall: I

290

00:41:22.370 --> 00:41:26.859

Cooper City Hall: I'm fundamentally opposed to these things. I thought you were, too.

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00:41:26.910 --> 00:41:28.360

Cooper City Hall: I don't know if it got to you.

292

00:41:28.870 --> 00:41:39.340

Cooper City Hall: I I don't no commission. I think I was clear. Jeff, I could just clarify. I think I was clear. But I'll say it again.

293

00:41:39.350 --> 00:41:48.210

Cooper City Hall: I have no skin in this game. This this is an item I'm willing. If this is the boards. The Commission's consensus to direct me to work on.

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00:41:48.310 --> 00:41:55.240

Cooper City Hall: I'm I'm here at your will to work on that. I mean I I there's a lot of companies that reached out to me.

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00:41:55.610 --> 00:42:08.448

Cooper City Hall: Not a lot. Actually, I think Lsn or Lsm reached out. I know there's a lot of these companies that are that are doing this, and I don't think they're all altruistic, you know. I think that there's there's opportunity to make money. And

296

00:42:08.930 --> 00:42:13.970

Cooper City Hall: I I think we should see how it works with other cities first, before we spend

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00:42:14.502 --> 00:42:22.259

Cooper City Hall: time and and resources looking at, I know how what a good job you do, and I know if we task you with looking at this, it's gonna be a thorough

298

00:42:22.500 --> 00:42:26.369

Cooper City Hall: presentation. You're gonna you're gonna turn over every stone. And and

299

00:42:26.450 --> 00:42:31.769

Cooper City Hall: you know we we didn't do the red light cameras, and this is the same story on those

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00:42:32.130 --> 00:42:34.149

Cooper City Hall: then, and and I think we

301

00:42:34.200 --> 00:42:37.309

Cooper City Hall: we dodged a bullet. I think it didn't. Pine's like.

302

00:42:37.780 --> 00:42:52.499

Cooper City Hall: the residents! Almost what they do! They change. Something was there like an outcry. How'd they take out the red light cameras there. It was not without controversy, and ultimately put on the ballot. And the residents voted against the program. Yeah. So I meant, that's a pretty big deal, you know, and so

303

00:42:52.967 --> 00:43:04.029

Cooper City Hall: the the intentions sounds good, but I know it sounds like it's crazy 10 miles over. But I'm thinking the person like somehow, that just hit over 10 miles. They got a they got a ticket

304

00:43:04.140 --> 00:43:13.718

Cooper City Hall: coming in the mail, I'm sure you know. I think we should. We should see how it rolls out some of the neighbors instead of jumping into it. But that's just my opinion.

305

00:43:14.590 --> 00:43:16.370

Cooper City Hall: Commissioner Katzman.

306

00:43:17.210 --> 00:43:19.879

Cooper City Hall: I mean, I think we we're keep.

307

00:43:20.040 --> 00:43:27.550

Cooper City Hall: No, no, if you didn't, if you didn't have, if you didn't have Commissioner Malesi, anything else

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00:43:28.620 --> 00:43:29.880

Cooper City Hall: call the vote

309

00:43:30.930 --> 00:43:31.750

Cooper City Hall: point of

310

00:43:31.890 --> 00:43:46.930

Cooper City Hall: information. What are we voting on? Okay, so it's a I'm sorry you have a motion on the floor. You have a motion and a second on the floor. Absolutely, I thought, that's what we had. I just don't know what the motions for, so the motion was on the agenda.

311

00:43:47.060 --> 00:43:53.849

Cooper City Hall: The motion is to authorize staff to prepare a draft ordinance for implementing a school zone automated Speed Detection Center.

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00:43:53.940 --> 00:44:04.800

Cooper City Hall: and also to include procurement recommendations. So before we before we call the vote, Mr. Horowitz, you said that this was this was a two-prong

313

00:44:05.167 --> 00:44:27.959

Cooper City Hall: the one the one being to draft the ordinance, and then the second to for procure procurement recommendations. Do we have to do it? 2 separate motions, or well contained within both of those motions, really is direction to your staff, into your city attorney's office to review the proposal and prepare the operative documentation to the extent that it's necessary.

314

00:44:28.392 --> 00:44:47.887

Cooper City Hall: Again, I could see those combined as one motion, because if you provide your direction to Staff to go through the research regarding in a pro a procurement process, we will take that as direction to bring back an ordinance to implement the program, they go hand in hand. Okay? And then, secondly, when that comes back to the commission at that point, are we going to have

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00:44:48.630 --> 00:45:00.390

Cooper City Hall: additional entities that are gonna come in and provide to your point, Captain. Provide some additional information. As it pertains to HB. 6, 5, 7

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00:45:00.460 --> 00:45:03.926

Cooper City Hall: are they gonna be, if if I may,

317

00:45:04.760 --> 00:45:09.799

Cooper City Hall: If this commission voted to pass the the mayors?

318

00:45:10.130 --> 00:45:11.810

Cooper City Hall: Item.

319

00:45:12.160 --> 00:45:19.539

Cooper City Hall: I would recommend that you allow the manager and I to prepare a presentation to bring back the presentation, to coordinate with.

320

00:45:19.936 --> 00:45:37.429

Cooper City Hall: One of one or a couple of the vendors to bring forth a traffic study that needs to be incorporated into that because the ordinance is going to need to name the locations where speed detection cameras will be deployed. So we would, we would work to bring that back to you as quickly as possible.

321

00:45:37.900 --> 00:46:01.420

Cooper City Hall: With those speed counts as part of that. And then, if the Commission wanted to move forward, then we would bring back the ordinance. As we simultaneously worked on that Rp process. So the question that I have before we call the vote. The question that I have is those vendors. That will be. That would be providing that information to the city. The question that I have is.

322

00:46:01.820 --> 00:46:14.130

Cooper City Hall: is it pro bono? And, secondly, are those vendors going to be allowed to participate in the procurement process? If they are the ones that are going to be bringing forth the the information.

323

00:46:14.950 --> 00:46:18.800

Cooper City Hall: So I can answer to you, Commissioner, on that. Then

324

00:46:18.840 --> 00:46:25.443

Cooper City Hall: most company I can't say all companies, but most companies are going to do. The traffic counts gladly.

325

00:46:25.880 --> 00:46:34.090

Cooper City Hall: on behalf of the city, because that's going to help them. Also see if it's a program that's going to benefit

326

00:46:34.519 --> 00:46:44.229

Cooper City Hall: both parties right? The other cities in Broward County, I can tell you that have moved forward with this, which was plantation, I believe, has just voted

327

00:46:44.450 --> 00:46:48.199

Cooper City Hall: to implement a program, and I believe Deerfield Beach

328

00:46:48.490 --> 00:46:55.099

Cooper City Hall: had a unanimous decision to move forward. I don't know if they awarded a contract yet, but they did have vendors

329

00:46:55.100 --> 00:47:18.780

Cooper City Hall: that participated in that program that came out. The traffic counts for them, and I only asked that. Because, Mayor, I know that you like to say transparency, transparency, transparency. And so, if the city is looking at one or 2 particular vendors that are going to be providing this information. Now they have an opportunity to, through an Rfp. To submit a proposal.

330

00:47:19.090 --> 00:47:26.000

Cooper City Hall: Certainly I believe that the Commission would not want there to be any appearance.

331

00:47:26.984 --> 00:47:27.809

Cooper City Hall: Of

332

00:47:28.080 --> 00:47:33.639

Cooper City Hall: anything that was not transparent in its totality. Does that make sense?

333

00:47:33.700 --> 00:47:51.359

Cooper City Hall: Mr. Horror was a week. Yeah, I understand. I understand what you're saying, Commissioner, and it's not uncommon for the city to engage a consultant to help prepare bid specifications or procurement documents. Often, when that happens, the consultant as a term of their engagement. They're precluded from then bidding on that particular project.

334

00:47:51.360 --> 00:48:06.300

Cooper City Hall: You know, this is a little different, because we're not talking about having vendors consult with the city in preparation of a bid package. This would be a separate process, where they wouldn't necessarily be limited in their ability to bid on a future procurement that the city sought to move forward with.

335

00:48:06.710 --> 00:48:10.250

Cooper City Hall: very well call. Okay.

336

00:48:10.560 --> 00:48:20.039

Cooper City Hall: I just have another point of information, because I'm not clear on this, if we don't vote to draft an ordinance.

337

00:48:20.530 --> 00:48:22.970

Cooper City Hall: are we so still able to

338

00:48:23.220 --> 00:48:38.590

Cooper City Hall: receive a presentation on this matter? Yes, absolutely. The the key with the Ordinance Commissioner is to the extent the city wanted to move forward and implement the program. At that future moment we would need to bring back an ordinance for the Commission to consider from a timing perspective

339

00:48:38.590 --> 00:48:58.350

Cooper City Hall: your staff, your police chief and manager and staff, can go through the exercise of doing the research, bringing back a presentation. At that time we can direct, be directed to prepare the ordinance, legal wheels and money to do something that we haven't decided to do so I would be open to that. But if we have to vote on dropping an ordinance.

340

00:48:58.680 --> 00:48:59.700

Cooper City Hall: I you know.

341

00:48:59.750 --> 00:49:02.619

Cooper City Hall: Oh, hold! Hold! Hold! Hold condition! I cancel.

342

00:49:02.650 --> 00:49:06.479

Cooper City Hall: Will you finish Commissioner Katzman? Yeah, thank you. Okay, Commissioner Maloza.

343

00:49:06.490 --> 00:49:10.390

Cooper City Hall: I'm going to agree with you, Commissioner Katzman. And on top of that.

344

00:49:10.470 --> 00:49:11.980

Cooper City Hall: before I even

345

00:49:11.990 --> 00:49:16.919

Cooper City Hall: want to entertain anything with speed cameras, everything that I spoke about with

346

00:49:17.920 --> 00:49:31.769

Cooper City Hall: parents and you using your drone and trying to reanalyze the traffic patterns and getting cars off the street, so that it's safer for everybody. That is something that I would like to look more at

347

00:49:32.110 --> 00:49:51.510

Cooper City Hall: and form committees within each school, because no one knows about the traffic problems in the school, then the parents that are dealing with them. So that's what I would like to see

and then learn more, and then maybe moving forward maybe a couple of months down the line. Maybe. Yes, entertain it. But right now I would like to just

348

00:49:51.570 --> 00:49:54.179

Cooper City Hall: just learn some information without an ordinance.

349

00:49:55.360 --> 00:50:07.329

Cooper City Hall: If I can answer that commission. Is that okay? So commission. I'm I'm happy to to meet with any of the schools to discuss. We've we've had short term, long term solutions for all the schools.

350

00:50:07.340 --> 00:50:16.249

Cooper City Hall: There's actually, I believe, an item next meeting, Jacob coming forward. That will kind of touch on the

351

00:50:16.260 --> 00:50:18.970

Cooper City Hall: stagnant vehicles in the roadway.

352

00:50:19.330 --> 00:50:30.240

Cooper City Hall: And our ability to enforce that. So we we have been proactively working towards trying to address what we can. But a lot of the issues that we had with our interior schools

353

00:50:30.250 --> 00:50:49.660

Cooper City Hall: are going to be infrastructure and the issues. Hence, why, in Cooper City elementary, if you remember, we we tried something very innovative where we created one way streets just to test

the concept of if we can create additional stacking to alleviate some of the challenges that we have pioneer Middle school creating the cross, doing the partnership with the Annex

354

00:50:50.095 --> 00:50:59.579

Cooper City Hall: Site Griffin elementary, trying to create an ability to make a perimeter road along Bill lip fence line that we're still trying to pursue.

355

00:50:59.946 --> 00:51:20.820

Cooper City Hall: Embassy Creek elementary trying within that, Sir Tucks tax plan to look at the redevelopment of Southeast Lake Boulevard. The High School. You talk about parking and the vehicles. The reality is is that the School Board needs to. Take some ownership of that problem because their own policy requires a set number of vehicles

356

00:51:21.040 --> 00:51:44.279

Cooper City Hall: for kids in that High School seniors. They do not have enough parking just for their seniors, let alone their juniors. Hence, why are so many kids are parking and roll palm ranches and churches and caught crossing Sterling Road, unatingly trying to create partnerships with, like, let's say, nearby businesses where the School Board would release

357

00:51:44.633 --> 00:51:53.559

Cooper City Hall: their land to create additional parking like they did for Msd. We've had a lot of these internal conversations. It is very difficult to get any

358

00:51:54.810 --> 00:52:12.680

Cooper City Hall: consistent communication with the School Board to move those items forward, so any help that this Commission can give me and the manager, and moving those conversations forward, it it would be greatly helpful, but I want you to know that those things have been happening behind the scenes for the last 3 years.

359

00:52:14.460 --> 00:52:16.380

Cooper City Hall: All right, my pleasure

360

00:52:17.140 --> 00:52:22.571

Cooper City Hall: so, and just a quick conscience. I want to make sure that everyone is

361

00:52:24.920 --> 00:52:31.099

Cooper City Hall: aware of the motion that's on the floor. If there is no additional discussion

362

00:52:31.740 --> 00:52:32.880

Cooper City Hall: call to vote.

363

00:52:33.070 --> 00:52:40.299

Cooper City Hall: Commissioner Malauzi, no Commissioner, Katzman, Commissioner Schouder, Commissioner Green, no Mayor Ross

364

00:52:40.330 --> 00:52:47.820

Cooper City Hall: and I will vote no. And then so I'm on the presiding side as per consensus for the presentation.

365

00:52:50.160 --> 00:52:54.180

Cooper City Hall: I don't want our staff to spend any time. If

366

00:52:54.330 --> 00:52:57.570

Cooper City Hall: a vendor wants to come, do something, it's fine, but

367

00:52:57.890 --> 00:53:02.070

Cooper City Hall: my personal opinion is, I don't want our staff at this point.

368

00:53:02.450 --> 00:53:11.100

Cooper City Hall: sending, you know, doing a bunch of research. I'm okay with a vendor coming and telling us something, but I don't want to. I know what he does when when we ask him to do something.

369

00:53:11.180 --> 00:53:12.369

Cooper City Hall: and it's time

370

00:53:12.470 --> 00:53:14.450

Cooper City Hall: he just asked us for his help.

371

00:53:15.240 --> 00:53:21.699

Cooper City Hall: He just asked us, are you talking about 2 separate things? No, no, no, but I'm just saying if if we can give him the help that he needs.

372

00:53:21.720 --> 00:53:35.040

Cooper City Hall: Then we're alleviating an enormous burden on our roadways, helping our chief. What are you talking about? We're talking about speeding cameras. You're right, but if you have people that are not rushing

373

00:53:35.050 --> 00:53:39.650

Cooper City Hall: because they're not stuck in school zones. People won't be speeding

374

00:53:40.180 --> 00:53:59.010

Cooper City Hall: if you make the school zones where people are going through them easily where you're not stuck in massive traffic because traffic is flowing. People are not going to be rushing. You're not going to have a need for the camera if we can get him what he needs.

375

00:53:59.260 --> 00:54:04.880

Cooper City Hall: It is a window trickle down traffic economics or something. It's not true. It's logic.

376

00:54:05.470 --> 00:54:10.929

Cooper City Hall: I think, filtered. The the presentation filtered through. The captain is a smart idea.

377

00:54:12.120 --> 00:54:28.279

Cooper City Hall: Okay, I I just don't want to send him. I know when I ask him a question. He has an answer, and I know, with the type of work. I don't want him spending a bunch of time on this. If they wanna run their presentations through him. I'm okay with that. This is my personal opinion. I know it's a lot. Gonna be a lot of work

378

00:54:28.630 --> 00:54:36.210

Cooper City Hall: for him. So I you know, if they want to disagree with you. I'm just saying that. Okay. We asked us to help him with get things with the School Board that might help

379

00:54:36.640 --> 00:54:41.140

Cooper City Hall: all of a large portion of our traffic issues and Commission agreed.

380

00:54:41.590 --> 00:54:42.456

Cooper City Hall: you know.

381

00:54:43.050 --> 00:54:49.929

Cooper City Hall: To your point, Captain and to, I believe, Commissioner Katzman's point. You know we don't.

382

00:54:50.520 --> 00:55:08.820

Cooper City Hall: I think what I've heard you say is, allow for the vendors to come in, or whoever those that those folks are to come in into support in terms of pulling that that data together and running it through you and then bringing it back to the Commission. I'm I'm all for that. I I don't have an issue with that

383

00:55:08.950 --> 00:55:19.620

Cooper City Hall: Commissioner Molosi. You said yes, Commissioner, and Charlie, you said ultimately yes, to the presentation, sure. And, Commissioner Katherine. Yes, you have your marching orders.

384

00:55:20.182 --> 00:55:29.237

Cooper City Hall: Item number 11, discussion and possible action on allowing commercial vehicle parking, and residential districts. Commissioner Mulosa.

385

00:55:31.670 --> 00:55:32.400

Cooper City Hall: Still

386

00:55:33.570 --> 00:55:34.590

Cooper City Hall: aye.

387

00:55:37.890 --> 00:55:44.520

Cooper City Hall: So I've spoken to several people that live in the city. I've spoken to people that work in the city

388

00:55:45.520 --> 00:55:46.050

Cooper City Hall: and

389

00:55:48.540 --> 00:55:51.680

Cooper City Hall: This would not affect our hoas.

390

00:55:52.080 --> 00:55:53.340

Cooper City Hall: The main

391

00:55:53.490 --> 00:55:59.319

Cooper City Hall: area of the city that this would affect would be really this part of town over here.

392

00:56:00.045 --> 00:56:02.370

Cooper City Hall: Cooper City is not Western

393

00:56:02.930 --> 00:56:07.099

Cooper City Hall: Cooper City's Cooper City. We have a lot of people that live in this city.

394

00:56:07.430 --> 00:56:09.070

Cooper City Hall: that work

395

00:56:09.340 --> 00:56:11.750

Cooper City Hall: and that have work vehicles.

396

00:56:11.900 --> 00:56:17.590

Cooper City Hall: Those work vehicles have names on the side of them on a lot of a lot of instances.

397

00:56:17.760 --> 00:56:21.640

Cooper City Hall: and many of our residents pay their mortgages

398

00:56:21.690 --> 00:56:23.600

Cooper City Hall: with those work vehicles.

399

00:56:25.010 --> 00:56:26.740

Cooper City Hall: and I know that

400

00:56:26.780 --> 00:56:32.840

Cooper City Hall: I think it would help a lot of our residents if we would allow them within reason

401

00:56:33.260 --> 00:56:37.859

Cooper City Hall: to park their vehicles in a driveway spot.

402

00:56:37.880 --> 00:56:46.040

Cooper City Hall: I'm not asking for them to be parked in a swell, or a street, or parked on a on a lawn.

403

00:56:46.610 --> 00:56:51.929

Cooper City Hall: But I know if I were, if I were to go just around my block.

404

00:56:52.910 --> 00:56:55.180

Cooper City Hall: I have 8

405

00:56:56.290 --> 00:56:57.320

Cooper City Hall: people

406

00:56:57.740 --> 00:56:59.160

Cooper City Hall: because I

407

00:57:00.100 --> 00:57:04.520

Cooper City Hall: have been watching, and I knocked on the people that I didn't know what they did. And I'm that person.

408

00:57:04.530 --> 00:57:20.210

Cooper City Hall: and they are between contractors, electricians, plumbers, and they all would love to be able to park a vehicle. Now, not everybody is going to be able to do this, because not everybody has room in a driveway, so this would not not apply to some people.

409

00:57:20.980 --> 00:57:24.650

Cooper City Hall: But there are many people. This is how they make their living.

410

00:57:26.520 --> 00:57:33.330

Cooper City Hall: and I think we should help them to make their living, make their life a little bit easier getting to and from work.

411

00:57:34.310 --> 00:57:46.350

Cooper City Hall: And if you, and I mean some of you would not know this, and this was even pre me. But many years ago you weren't allowed to drive up to Park a pickup truck in your driveway because a pickup truck was considered

412

00:57:47.060 --> 00:57:52.849

Cooper City Hall: a commercial vehicle. But yet I guarant there's what at least 3 of us on this day is that have pickup trucks.

413

00:57:53.990 --> 00:57:57.270

Cooper City Hall: So many years ago you weren't allowed to even have that.

414

00:57:58.490 --> 00:58:00.140

Cooper City Hall: Times have changed.

415

00:58:00.920 --> 00:58:03.960

Cooper City Hall: and I think that within reason again, there's

416

00:58:04.020 --> 00:58:08.839

Cooper City Hall: height. Restrictions should be registered. It should not be unseeming

417

00:58:09.090 --> 00:58:19.250

Cooper City Hall: should not be, you know, an eyesore. There's there's there's parameters that we can build into this. But let's help our residents make a living. Make it a little bit easier.

418

00:58:19.320 --> 00:58:21.829

Cooper City Hall: and let them bring their work vehicles home.

419

00:58:23.580 --> 00:58:26.050

Cooper City Hall: and I'd like to hear what you all have to say.

420

00:58:26.770 --> 00:58:27.830

Cooper City Hall: Regina Green.

421

00:58:28.960 --> 00:58:36.660

Cooper City Hall: Thank you. Mayor Ross. Appreciate Commissioner Milosey bringing this before the Commission this evening

422

00:58:36.970 --> 00:58:40.310

Cooper City Hall: in my almost now 14 years of being up here on the day is

423

00:58:42.980 --> 00:58:45.939

Cooper City Hall: I I don't recall

424

00:58:46.560 --> 00:58:51.580

Cooper City Hall: at any point in those 14 years where there's been a massive

425

00:58:53.500 --> 00:58:54.820

Cooper City Hall: outcry

426

00:58:54.880 --> 00:59:02.049

Cooper City Hall: from our residents who have commercial vehicles coming into the city and requesting

427

00:59:02.100 --> 00:59:05.820

Cooper City Hall: that we alleviate

428

00:59:05.940 --> 00:59:09.160

Cooper City Hall: or or amend this this particular item.

429

00:59:11.260 --> 00:59:14.619

Cooper City Hall: Commissioner Malosi, I hear what you're saying in terms of

430

00:59:15.197 --> 00:59:32.689

Cooper City Hall: you know, re relaxing this particular code and saying to those folks that have that bring home commercial vehicles that you have to park them in a parking in the driveway. You can't park on this. Well.

431

00:59:33.060 --> 00:59:45.180

Cooper City Hall: we have issues with folks that park their regular cars in the swell areas and correct me if I'm wrong, Captain D. Giovanni, that that

432

00:59:45.190 --> 00:59:52.759

Cooper City Hall: at times that can be a challenge for our folks, because folks are parking their regular vehicles in swell areas.

433

00:59:52.940 --> 00:59:57.100

Cooper City Hall: I just. I'm of the opinion that if we open this.

434

00:59:57.140 --> 00:59:59.040

Cooper City Hall: if we open this door.

435

00:59:59.090 --> 01:00:07.719

Cooper City Hall: I can assure you that people are not going to comply with the ordinance they are going to.

436

01:00:07.990 --> 01:00:16.630

Cooper City Hall: They're going to. They're going to abuse it. There will be some that will follow the rules and not break the law.

437

01:00:17.580 --> 01:00:27.470

Cooper City Hall: But there are going to be those that will break the law. They're not going to follow it. And so my my humble opinion is that we don't.

438

01:00:27.500 --> 01:00:29.340

Cooper City Hall: We don't.

439

01:00:29.908 --> 01:00:32.911

Cooper City Hall: Change it. We keep it as is

440

01:00:34.490 --> 01:01:02.160

Cooper City Hall: It has been working, I know. There, there! And Commissioner Malozi, I know that you probably spoken to some of our residents and and and it and it's an issue for them. But overall, I think in this, in this community. There hasn't been overwhelming public outcry or the need to relax this particular code. And so I'm curious to hear what my colleagues. My other colleagues have to say on this matter as well. Thank you.

441

01:01:02.520 --> 01:01:03.740

Cooper City Hall: Commission Schroder.

442

01:01:04.761 --> 01:01:07.289

Cooper City Hall: I really think we're not strict enough.

443

01:01:07.730 --> 01:01:09.369

Cooper City Hall: I think we should.

444

01:01:09.590 --> 01:01:25.250

Cooper City Hall: you know, be be stricter right now. You're allowed to park whatever you want. If you put a magnet on your vehicle, and even with that we have people park semi trucks. There's somebody who parks a semi truck in the front driveway over off of Palm Avenue. And

445

01:01:25.570 --> 01:01:43.350

Cooper City Hall: whatever what what road are you? I'm in a semi truck at the front of a semi truck. Yeah, it's been there before, because last time I I complained about it they went and parked it behind publics, which I guess, whatever it's had a site out of mine. Put a magnet on your vehicle.

446

01:01:43.390 --> 01:01:44.370

Cooper City Hall: and

447

01:01:44.470 --> 01:01:46.360

Cooper City Hall: we won't see commercial lettering.

448

01:01:46.890 --> 01:01:48.450

Cooper City Hall: Don't bring a dump truck home.

449

01:01:48.590 --> 01:01:59.936

Cooper City Hall: Sorry, or if you're gonna bring your dump truck home, hide it in your backyard with bushes to where no one can see it. So I mean, I think this area over here needs to be. Really, it's getting worse. We we got

450

01:02:00.370 --> 01:02:09.079

Cooper City Hall: we lowered the restriction on Rvs and on the boats, and I think that's the wrong decision. You know, we went from 24 to 36 h.

451

01:02:09.100 --> 01:02:18.829

Cooper City Hall: There's Rvs everywhere now they're everywhere and then then, now I'm seeing them. There's even one in Nbc. Lakes, I mean, when did you ever see an Rv. In a backyard? Mbc. Lakes.

452

01:02:18.890 --> 01:02:24.610

Cooper City Hall: I just read in the paper. The Hyalia is getting stricter on these Rvs, because now you got people living in them.

453

01:02:24.690 --> 01:02:25.676

Cooper City Hall: you know.

454

01:02:26.440 --> 01:02:29.003

Cooper City Hall: I think it's starting to look bad over here, and

455

01:02:29.550 --> 01:02:44.090

Cooper City Hall: I almost get, and an accent when I drive over by your house, because I have to close my eyes the whole time with so many commercial vehicles, and not teasing on that. But I think we should get stricter. They could put magnets on the vehicles they can. They can do whatever they gotta do.

456

01:02:44.360 --> 01:02:45.100

Cooper City Hall: But

457

01:02:45.730 --> 01:02:48.759

Cooper City Hall: I'm with Commissioner Green on this. Thank you, Commissioner Katzen.

458

01:02:49.190 --> 01:02:50.336

Cooper City Hall: Thank you.

459

01:02:51.230 --> 01:02:53.769

Cooper City Hall: I was on planning and zoning

460

01:02:54.060 --> 01:03:06.130

Cooper City Hall: for several years, and I remember this coming up before us, which ultimately went back to the Commission, and we went thoroughly through this. I can see some of the information in the backup, and there was.

461

01:03:06.680 --> 01:03:08.780

Cooper City Hall: yeah consensus then to not

462

01:03:09.430 --> 01:03:13.739

Cooper City Hall: do this, and I think the consensus is is clear that

463

01:03:14.250 --> 01:03:18.340

Cooper City Hall: we should not alleviate these rules.

464

01:03:18.370 --> 01:03:20.620

Cooper City Hall: So I'm not in favor of that. Thank you.

465

01:03:20.810 --> 01:03:23.360

Cooper City Hall: Thank you. I won't belabor the point. It's 41

466

01:03:25.300 --> 01:03:32.649

Cooper City Hall: moving on. Item number 12 motion to approve the automated license fleet reader and equipment expansion program. Bso, cap.

467

01:03:33.670 --> 01:03:56.439

Cooper City Hall: Good evening again. Mayor, Commissioner, city manager, staff residents that are with us. So this item is coming back to you. As you know, the Commission on April ninth adopted the revised Arpa Budget plan. In that plan there was an allocated funding for additional Lpr expansion equipment for the city of Cooper City's real time Crime Center

468

01:03:56.880 --> 01:04:09.810

Cooper City Hall: ultimate plan. So we worked very quickly with our vendor to bring back this item to you. This item is essentially adding 7 additional sites to your city

469

01:04:09.810 --> 01:04:18.400

Cooper City Hall: grid to further lock down the city. The reason that we're bringing these items back to you at this point in time was, you might remember.

470

01:04:18.400 --> 01:04:41.840

Cooper City Hall: And, Mayor, I appreciate your help and the whole commission from the Florida legal cities. But we had to work Fsa. Even some of our partners in the room on lobbying this Florida legislative body to direct f.to create a right away permitting process because District 4 was not allowing us to

471

01:04:41.840 --> 01:05:04.000

Cooper City Hall: permit within their right away license plate readers. I'm proud to say that, you know, through the collective effort of many. July first of 2,023, the Governor signed a bill that directed them to create that process. And so, in directing the create that process, it opened up the ability for us to look at our state roads, as you know, we have

472

01:05:04.327 --> 01:05:26.630

Cooper City Hall: flamingo and griffin that would fall into that category that are very important thoroughfares into this community. We want to make sure that we're being proactive not reactive to bringing this item to you, which is why we brought it back so quickly. This item is off of a Gsa contract. This item is being brought back with our vendor that assisted us in building out

473

01:05:26.944 --> 01:05:45.180

Cooper City Hall: the Real Time Crime center that you've come to see and love that has made such a big difference. I do wanna acknowledge our partners that are in the room, that it's security solutions Ryan Barnett, the CEO Mike Rees, who has been helping us projects here locally. Mr. Higgins, and also Nick hail

474

01:05:45.599 --> 01:06:14.539

Cooper City Hall: but they assisted us in putting this item back before you. So 7 sites, Flamingo and Griffin southbound Flamingo and Griffin, eastbound Pine Island and Griffin westbound Eighty-seventh and Griffin coming into Timberlake to lock down that community, Pine Island and sterling westbound one, sixteenth, and Sterling, heading into flamingo gardens that further lockdown that community. And then, lastly, Sheridan and Flamingo heading northbound.

475

01:06:14.540 --> 01:06:40.970

Cooper City Hall: I believe that this grid is going to keep Cooper City safer, as you know, with the Cooper City Stars Grant program that we're running. The only other areas W. That would be opened are are

Southern large hoas, and I'm proud to let you know that Rock Creek and Montera already. Move forward on that grant and Embassy has a meeting scheduled in May. That I believe that they're going to vote to move forward. I'm hopeful

476

01:06:41.240 --> 01:06:59.869

Cooper City Hall: in in that regard, so this would lock down the city in a very helpful way to keep our residents safe. So if there's any specific questions, the only point of clarification. I wanted to give you that with the F dot, just for clarity's sake. The F dot permitting process is a 5 year permit. That does mean that every 5 years with the reapply for the permit.

477

01:06:59.870 --> 01:07:21.179

Cooper City Hall: and we also have to remove the equipment within 30 days of them, requesting the reason, that's pretty standard. It's the same with the water management districts, so if they got a project or expansion on the roadway coming in. We're going to obviously need to remove the equipment as they're expanding the roads. The good thing is, though, is, as you know, Griffin road and flamingo areas being remodeled at this point.

478

01:07:21.180 --> 01:07:38.870

Cooper City Hall: and in January 2025 is the projected date of that completion, and that's really largely tied to the cross walks, and the bike lanes, as you can see, is mostly completed at this point in time. We do not believe that it's going to impact our infrastructure. So if there's any questions at this point, I'd be happy to answer them

479

01:07:39.040 --> 01:07:46.050

Cooper City Hall: any questions of the Commission, or do I have a motion to approve motion. I have motion by Commissioner Malosi, second by council.

480

01:07:46.480 --> 01:07:52.860

Cooper City Hall: I don't know. I'm getting to look by Commissioner Green. Oh, I don't care. Okay? By Commissioner Katzman.

481

01:07:53.100 --> 01:07:57.680

Cooper City Hall: Further discussion. Yeah, I don't really think you need it. One, sixteenth and sterling.

482

01:07:58.550 --> 01:08:02.789

Cooper City Hall: you know. That's number one. But why don't we have anything like palm and sterlingish.

483

01:08:04.790 --> 01:08:10.990

Cooper City Hall: so Palm Palm is already locked down at palm and griffin and palm in Sheridan.

484

01:08:10.990 --> 01:08:38.949

Cooper City Hall: And so you don't really need another one at palm and sterling. Because you, if you don't want to have a camera at every location, it's basically each one is tying into the alerts, showing where the vehicles traversing within the I know, but there's already one on Sterling, anyway. So when you're heading eastbound, you already get that. But it's not nicely license plates. It's the the actual multi sensor that is kind of a main portion of the city. So would my opinion would be nice to have

485

01:08:38.979 --> 01:08:53.410

Cooper City Hall: camera footage at that, you know, main section. But I guess that's not here for today. But just so, just so, you know, Commissioner. So 1, 116 besides me, maybe wanting to track a specific somebody

486

01:08:53.766 --> 01:09:09.469

Cooper City Hall: no, I'm just kidding. But the one sixteenth area is is important, because right now that that Flamingo Gardens area is very, very much locked down, except if you know the area, you can sneak into the back of the area through one sixteenth

487

01:09:10.006 --> 01:09:18.573

Cooper City Hall: if we lock down one, sixteenth and sterling, you will not be able to get enough gardens without a license plate. Reader, capturing you

488

01:09:18.970 --> 01:09:37.719

Cooper City Hall: ex exactly, and that, as you know, Commissioner, that's the 4 zone for us, and 4 zone is the area that unfortunately has the highest location of prime incidents that occur mostly because of the Walmart, but also people coming in off from the highway, down Flamingo into the community.

489

01:09:39.170 --> 01:09:40.319

Cooper City Hall: Anything further?

490

01:09:40.680 --> 01:09:41.620

Cooper City Hall: Call the vote

491

01:09:43.229 --> 01:09:49.740

Cooper City Hall: Commissioner Malozi. Yes, Commissioner Katzman. Yes, Commissioner Schouder. Yes, Commissioner Green. Yes, Mayor Ross. Yes.

492

01:09:50.050 --> 01:09:51.180

Cooper City Hall: thank you. Deb.

493

01:09:52.359 --> 01:10:08.010

Cooper City Hall: Number 13. Do I have motion to approve and authorize the Piggyback Agreement from the Pasco County Agreement for metering services in the amount of \$577,500 for the replacement of water meters and installation of new dual check valves. Oh, should approve.

494

01:10:08.480 --> 01:10:14.970

Cooper City Hall: Was it Commissioner Charter, Second and Commissioner Green, Second Commissioner Charter? Nothing.

495

01:10:15.230 --> 01:10:20.210

Cooper City Hall: Commissioner Green? I'm good, sir. Commissioner, Catcher. I'm good. Commissioner Malosi.

496

01:10:20.450 --> 01:10:28.670

Cooper City Hall: Thank you. Call the vote Commissioner Milosey. No. Commissioner Kasman. Yes, Commissioner Schouder. Yes, Commissioner Green. Yes, Mayor Ross. Yes.

497

01:10:29.000 --> 01:10:41.640

Cooper City Hall: Moving on. Item number 14, Optimus Club of Cooper City Review of the tackle football program, suspension parking recreation. We have one person who has signed up to speak on this agenda. Item Jr. Malina.

498

01:10:44.410 --> 01:10:45.240

Cooper City Hall: Hi, there!

499

01:10:47.270 --> 01:10:48.270

Cooper City Hall: Hi! There!

500

01:10:49.130 --> 01:10:51.640

Cooper City Hall: As you all know, that I'm the president of the Optimus.

501

01:10:52.040 --> 01:10:55.349

Cooper City Hall: So, but probably this my second year

502

01:10:55.440 --> 01:10:57.520

Cooper City Hall: since our last meeting.

503

01:10:58.000 --> 01:10:59.005

Cooper City Hall: You know, we

504

01:10:59.350 --> 01:11:00.769

Cooper City Hall: that we had some issues.

505

01:11:01.190 --> 01:11:02.789

Cooper City Hall: and we have addressed

506

01:11:03.170 --> 01:11:06.289

Cooper City Hall: the majority of them. There's from levels one to 6

507

01:11:07.090 --> 01:11:11.980

Cooper City Hall: 6 meeting to start to get our program, trying to get back our numbers

508

01:11:12.010 --> 01:11:13.180

Cooper City Hall: in order.

509

01:11:13.320 --> 01:11:17.719

Cooper City Hall: I've had several meetings with the manager or the Rec Department.

510

01:11:19.260 --> 01:11:22.290

Cooper City Hall: probably 6 7 meetings in overall

511

01:11:23.306 --> 01:11:29.700

Cooper City Hall: when Stacy was out with medical leave I've had meetings with Josh

512

01:11:30.836 --> 01:11:36.899

Cooper City Hall: at least 3 times in his office. But just getting trying to get everything back in order.

513

01:11:37.992 --> 01:11:39.719

Cooper City Hall: We have made changes.

514

01:11:40.750 --> 01:11:45.100

Cooper City Hall: and I believe that we're going in the right direction.

515

01:11:45.970 --> 01:11:48.111

Cooper City Hall: You have my word that

516

01:11:48.750 --> 01:11:53.260

Cooper City Hall: our program has made changes. We are going in the right directions.

517

01:11:53.620 --> 01:11:59.359

Cooper City Hall: We've been involved with. The elementary school, the middle school, the high school

518

01:11:59.500 --> 01:12:00.660

Cooper City Hall: advertising.

519

01:12:02.771 --> 01:12:06.530

Cooper City Hall: multi social media.

520

01:12:07.615 --> 01:12:15.249

Cooper City Hall: As you're well aware of. Our golf adapt our golf event, you know, just even out there. I am everywhere trying to promote us.

521

01:12:16.445 --> 01:12:17.985

Cooper City Hall: This summer we have

522

01:12:18.810 --> 01:12:26.940

Cooper City Hall: just for Cooper City residents, involvement for just a program just for Cooper city residents, so we can get more involved with the city. So

523

01:12:27.090 --> 01:12:31.249

Cooper City Hall: as President and our board, our staff.

524

01:12:31.390 --> 01:12:35.039

Cooper City Hall: as we're much involved to try to get our numbers.

525

01:12:35.450 --> 01:12:39.769

Cooper City Hall: and our Cooper City residents more involved 100%

526

01:12:41.580 --> 01:12:47.990

Cooper City Hall: And if you all have any questions for me, I'm here to give you everything to the best of my ability.

527

01:12:48.120 --> 01:12:49.950

Cooper City Hall: Thank you. Any questions. JR.

528

01:12:50.700 --> 01:12:51.739

Cooper City Hall: I've got one.

529

01:12:51.770 --> 01:12:54.980

Cooper City Hall: Yes, you indicated that you've made changes. What changes

530

01:12:55.711 --> 01:12:59.868

Cooper City Hall: first one of the the first change was,

531

01:13:00.450 --> 01:13:03.025

Cooper City Hall: first time in 50 years.

532

01:13:03.840 --> 01:13:06.809

Cooper City Hall: to change a an active commissioner.

533

01:13:07.320 --> 01:13:08.320

Cooper City Hall: Okay.

534

01:13:08.430 --> 01:13:13.930

Cooper City Hall: our first time in 50 years we've done that we had to get to that point just to make sure that you know.

535

01:13:16.170 --> 01:13:17.699

Cooper City Hall: Things had to be done.

536

01:13:18.705 --> 01:13:20.780

Cooper City Hall: We brought in a new

537

01:13:21.150 --> 01:13:22.420

Cooper City Hall: oh, Commissioner.

538

01:13:22.770 --> 01:13:29.640

Cooper City Hall: an ex President, or, I'm sorry. An ex Commissioner of Football of 20 years ago, Al Delilo.

539

01:13:29.970 --> 01:13:32.970

Cooper City Hall: He formerly

540

01:13:33.140 --> 01:13:36.790

Cooper City Hall: sent an email suggestion. We had a meeting.

541

01:13:36.900 --> 01:13:42.189

Cooper City Hall: He accepted the the the position of the new Football Commissioner.

542

01:13:43.450 --> 01:13:48.610

Cooper City Hall: the Board has agreed to it. We're all involved in trying to get our numbers

543

01:13:48.740 --> 01:13:52.080

Cooper City Hall: a hundred percent. There are some teams have left

544

01:13:52.370 --> 01:13:54.700

Cooper City Hall: because of the certain situations, but

545

01:13:54.820 --> 01:14:01.679

Cooper City Hall: we are actively involved on trying to get more cooperative residents involved with this. So that was one of our major issues.

546

01:14:01.770 --> 01:14:08.240

Cooper City Hall: So that was a huge step to the our, our involvement of getting our program back together.

547

01:14:08.760 --> 01:14:09.570

Cooper City Hall: Thank you.

548

01:14:10.500 --> 01:14:12.180

Cooper City Hall: Anything else at JR.

549

01:14:12.190 --> 01:14:13.919

Cooper City Hall: Commissioner Green looks like

550

01:14:14.310 --> 01:14:22.019

Cooper City Hall: no, I I. The only thing that I'm going to say is, I support the Optimus. I support the football program.

551

01:14:22.506 --> 01:14:27.750

Cooper City Hall: I understand, the challenges that you all face in terms of

552

01:14:28.156 --> 01:14:53.759

Cooper City Hall: identifying kids that want to play football but I am in full support of the of the program, not just the football program, but the soccer, the baseball, the flag, football, the whatever we have in this city that. You all that the optimist oversees. I'm in full support of that, because I see the value of it. It's been in this city for more than 50 plus years

553

01:14:54.166 --> 01:15:14.469

Cooper City Hall: and for us to not make that available to our to our residents, would be doing them a disservice. So we're in full support. At least I am. I'm in full support of of lifting that suspension and and moving forward. That's all I have Mayor

554

01:15:15.490 --> 01:15:25.830

Cooper City Hall: of the Rec Department idea. You said, Yeah, no, no. If any questions, if you're of the Rec. Come on up, you would just shift over for a moment. By all means, by all means.

555

01:15:26.470 --> 01:15:39.479

Cooper City Hall: Good evening. How are you? Very good, and I want to commend the Jr's efforts. Miss Wise, we we adopted a process, and one of the things that I was hoping to not have to get involved in

556

01:15:39.490 --> 01:15:52.690

Cooper City Hall: is this type of anecdotal responses. We were hoping that the Rec. Department would be able to actually handle this. And I guess my question is, has the process been file followed

557

01:15:53.310 --> 01:16:07.109

Cooper City Hall: that was adopted. That's on the agenda here, and correct me if I'm wrong, miss. Excuse me, Mr. Manager, but myself and my staff were under the impression, with regards to the tackle football program, because it was formally suspended

558

01:16:07.260 --> 01:16:20.349

Cooper City Hall: by the Commission that we are not able to move forward with it. If the suspension, whether it be full suspension or partial suspension is lifted then. Yes, the Parks and Recreation Department can work directly with the Optimus and Jr.

559

01:16:21.610 --> 01:16:26.109

Cooper City Hall: Well, I'm looking at there. You know, we actually adopted a form. It says.

560

01:16:26.470 --> 01:16:29.779

Cooper City Hall: Cooper City Optimus club waiver, request, form.

561

01:16:30.490 --> 01:16:33.710

Cooper City Hall: And like, it's we actually adopted the form.

562

01:16:34.000 --> 01:16:58.649

Cooper City Hall: Does that? Do you have that filled out? I mean it, you know. Name, you know, reason for request. I mean, I get that action plan. Outline the steps that they intend to take, to ratify the non include timelines, responsible parties, and additional measures to ensure ongoing compliance. Next, verification of corrective actions, detail how the organization plans to verify the corrective actions have been submitted successfully and implemented. This may include documentation reports.

563

01:16:58.650 --> 01:17:07.010

Cooper City Hall: or any other evidence of compliance. Next, preventative measures describe any preventative measures. That will be, I mean, this is a very good thing. Acknowledgement of consequences.

564

01:17:07.010 --> 01:17:12.292

Cooper City Hall: Blah blah blah i the undersigned on behalf of submit this waiver request

565

01:17:12.680 --> 01:17:24.299

Cooper City Hall: city approval to be completed by the city commission or relevant authority after reviewing the waiver, approved disapproved comments, conditions, city official signature. So like, there's a. We literally adopted a form.

566

01:17:24.620 --> 01:17:26.639

Cooper City Hall: but I don't see the form submitted.

567

01:17:27.380 --> 01:17:46.259

Cooper City Hall: and again again, correct me if I'm wrong. But I we being the staff, are under the impression that because there was a full suspension in place, as it pertains to the tackle football program and the resolution that we were not able to engage. Remove further with regards to the tackle football program, but they're requesting a waiver.

568

01:17:46.300 --> 01:18:02.699

Cooper City Hall: They're requesting that the suspension be lifted if the suspension is lifted under the waiver, then this staff can move forward with. With this plan am I speaking the same language? Requesting a waiver to go forward. We actually adopted a waiver form, but it's not filled out.

569

01:18:02.910 --> 01:18:06.050

Cooper City Hall: How can you be compliant for something? If you're suspended?

570

01:18:07.500 --> 01:18:10.089

Cooper City Hall: You want which section on the form you're discussing.

571

01:18:10.190 --> 01:18:17.329

Cooper City Hall: I'm going back to the January meeting when the tackle football program was formally suspended. Yeah. So reason for request.

572

01:18:17.530 --> 01:18:30.930

Cooper City Hall: Okay, action plan that would. These are all things again. Unless I have a misunderstanding of the suspension. We were under the impression that we cannot engage or move forward with the tackle football program in any capacity

573

01:18:31.330 --> 01:18:37.798

Cooper City Hall: that that's absurd, because you guys have been meeting with them going over these plans

574

01:18:38.550 --> 01:18:40.620

Cooper City Hall: into the my sleeves. Oh, okay.

575

01:18:40.680 --> 01:18:44.570

Cooper City Hall: she is correct. I mean, we've been having all these meetings.

576

01:18:44.760 --> 01:18:50.330

Cooper City Hall: every every part of from one to 6. Now, 6. Meaning

577

01:18:50.881 --> 01:18:54.070

Cooper City Hall: implementing communication with the schools

578

01:18:54.250 --> 01:19:05.059

Cooper City Hall: implementing social media advertising meeting with different programs. I mean, we're we're following those steps. We've already got to step 3 3 in this.

579

01:19:05.070 --> 01:19:06.360

Cooper City Hall: If you guys

580

01:19:06.460 --> 01:19:10.899

Cooper City Hall: accept or sign the Rui, or put us back in.

581

01:19:10.940 --> 01:19:16.359

Cooper City Hall: We will then, at this moment, as of tomorrow, because football starts literally

582

01:19:16.800 --> 01:19:21.370

Cooper City Hall: tomorrow, we have all the information to fill out to give you.

583

01:19:22.305 --> 01:19:30.194

Cooper City Hall: Because we've done all of it. If if Josh was here tonight and the managers been

584

01:19:30.820 --> 01:19:34.170

Cooper City Hall: much involved with every single step that we have done.

585

01:19:34.220 --> 01:19:44.360

Cooper City Hall: but they're relu. They were reluctant to move forward to fill out any paperwork because it was not approved by you guys because we were to so totally suspended.

586

01:19:44.400 --> 01:19:49.079

Cooper City Hall: My job was to get everything in order which I have

587

01:19:49.420 --> 01:19:56.449

Cooper City Hall: all the names. I understand we have a form that literally says, to be completed by the City Commission

588

01:19:56.580 --> 01:20:14.600

Cooper City Hall: so obviously that would have to be completed to come to us right? So it makes no sense that we're now being told that you guys that the City Commission has to vote to not suspend you in order for a form to be filled out, that it's the process. And what happens is, instead of there being an actual monitoring by the Rec. Department

589

01:20:14.640 --> 01:20:20.699

Cooper City Hall: and and engaging all these things you're saying are great. But there's no, it's not on the process we developed.

590

01:20:20.790 --> 01:20:33.550

Cooper City Hall: So we go back into this anecdotal situation where we're not able to do it. You know, my hope was these things wouldn't come to us, that that we came up with a very specific process. We literally adopted the form to be to fill it out

591

01:20:33.650 --> 01:20:44.149

Cooper City Hall: that maybe the Rec board would be involved in these decisions. But if we just come back to anecdotal, hey, we gotta do this. Okay? So at this point I'm I'm sorry. Excuse me, but at this point.

592

01:20:44.360 --> 01:20:49.470

Cooper City Hall: if you were to say or to adopt today, us

593

01:20:49.560 --> 01:20:56.700

Cooper City Hall: getting an Rua signed or get us back into into any sort of. There's 3 steps that the

594

01:20:56.720 --> 01:21:01.359

Cooper City Hall: the the Rec. Department, and the manager have brought up, that you were about to hear

595

01:21:01.440 --> 01:21:04.479

Cooper City Hall: 3 steps or 3 options.

596

01:21:04.930 --> 01:21:10.459

Cooper City Hall: We'll have that filled out tomorrow. I mean just just to follow up with, because we have everything in order.

597

01:21:11.120 --> 01:21:14.620

Cooper City Hall: But they don't want to move forward without your permission

598

01:21:14.700 --> 01:21:35.889

Cooper City Hall: to allow you're selling for them, and I appreciate Jared the wrong party. You know I get it. I'm talking to the the Rec. Department, the staff that we've asked with doing this. It it is not. It is not come back in the and literally in the form that we asked for. So there was a suspension in place. So this item is to lift the suspension right? So this is a motion to reconsider.

599

01:21:35.890 --> 01:21:53.969

Cooper City Hall: So I guess this goes to Jacob. How how does Staff get to put an item back on the agenda for a motion for reconsideration? Couple a couple couple of observations, Commissioner, if I could, and for one you'll notice the item is not framed as a motion to reconsider, because we know that your staff doesn't have the ability to initiate the reconsideration of a vote taken by this commission.

600

01:21:54.120 --> 01:21:55.680

Cooper City Hall: On January ninth

601

01:21:55.930 --> 01:21:59.029

Cooper City Hall: there was a motion made by Commissioner Schouder

602

01:21:59.040 --> 01:22:14.500

Cooper City Hall: to enforce the resolutions 12, 7, 5. Section Ea. In particular, with regards to tackle, football, directing staff to curtail, suspend, or revoke the privilege to utilize sports facilities until the Residency requirements are met.

603

01:22:14.790 --> 01:22:20.010

Cooper City Hall: That's the prior action of this commission. I don't know if the Residency requirements have been met as we sit here this evening.

604

01:22:20.060 --> 01:22:22.219

Cooper City Hall: But from your staff's perspective

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01:22:22.450 --> 01:22:51.159

Cooper City Hall: this program has been suspended, at least until that condition has been satisfied. And then, subsequent to that, we came up with a process agreed for them. If they want to waver, to follow this, the Optimist club waiver, request form, and then you outline it because I want this stuff in writing. So if we're gonna agree to my my opinion, I want to say next time. Jr. You said this and this isn't done, so don't come to me again, you know. Yeah.

606

01:22:52.338 --> 01:23:06.930

Cooper City Hall: So you know, it's it's I mean. And and I'm gonna tell you a lot. Your letter included a lot of those things.

607

01:23:07.280 --> 01:23:14.979

Cooper City Hall: You know a lot of this action plan and stuff. But we I want to process. I don't think the the Commission needs to be involved at this level. So

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01:23:15.490 --> 01:23:17.540

Cooper City Hall: I want this to be done

609

01:23:17.690 --> 01:23:23.170

Cooper City Hall: by staff my personal opinion, and then they're the ones you're talking to, not us, because what ends up happening is

610

01:23:23.250 --> 01:23:32.049

Cooper City Hall: W. We end up having to to make the the tough decisions that it's not really fair to us, because I'm not the one out monitoring and stuff like that. So I'd rather

611

01:23:32.210 --> 01:23:46.369

Cooper City Hall: that lady make the decision, and I hold that lady accountable. You know my my opinion. We give the framework. These are the things. And then I'm asking. But right now what it is is I mean, I know what happened. You guys kind of got into a a pinch on financials.

612

01:23:46.440 --> 01:24:11.710

Cooper City Hall: and and I know how it was kind of funny. I kind of saw the whole thing at first, I said, Hey, why don't you so rent the field? So I said, Okay, they're gonna rent the fields. Then you guys went and got the price around in the fields that it's not so, you know. And then now to rush to get back. So I get it. You know, I kinda saw that was gonna happen. You know. It took a little longer for you guys to get there, whatever. But I don't wanna go back and forth like direct department should come to us and say, Hey, yes or no, and and then I wanna whatever. So

613

01:24:11.740 --> 01:24:13.160

Cooper City Hall: personally.

614

01:24:14.020 --> 01:24:20.650

Cooper City Hall: I want the Rec Department to put their professional opinion on the line and submit a request to me.

615

01:24:20.770 --> 01:24:24.110

Cooper City Hall: Hey? They did this, and then I want to hold that person accountable.

616

01:24:24.500 --> 01:24:31.409

Cooper City Hall: you know, because what happens? You're a volunteer organization. Maybe Aldo can't do it next week, and then you're like, Hey, you know. So

617

01:24:32.300 --> 01:24:42.449

Cooper City Hall: you're doing everything you can. I see it. But I want our professional staff to have a process. I don't. Wanna. Every time there's an issue with a sports field I don't think we should be discussing it. I think

618

01:24:42.510 --> 01:24:45.260

Cooper City Hall: the Rec Department should be making that recommendation

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01:24:46.120 --> 01:24:51.220

Cooper City Hall: just for clarification, because, as because the suspension was formally

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01:24:52.970 --> 01:25:16.559

Cooper City Hall: taken place by the City Commission city again, city staff was under the impression that yes, we acknowledge that we have the procedure that was put in place. But city staff was under the impression because it was a formal suspension in place, and this is the first time that a suspension has been put in place that, in order for it to be lifted, city staff was under the impression that it had to be lifted by commission. And then we can continue working

621

01:25:16.560 --> 01:25:32.929

Cooper City Hall: with the optomus on it. It doesn't make sense because the waiver form has city commission approval, so we would lift it for them to then submit a waiver for them. If a program is a program is suspended. How do you move forward and engage?

622

01:25:32.930 --> 01:25:42.440

Cooper City Hall: If and if the program suspended, they can't do registration. That's not true. We didn't say they couldn't do registrations. We said they could rent the fields

623

01:25:42.440 --> 01:26:03.622

Cooper City Hall: like any other nonprofit, so Jr. Would like us to waive that requirement and right. That's what you want us to waive the Residency requirement, but renting the fields as the Cooper City Optimus program, then does not this. This does not come into compliance? This does not pertain to 12 7 dash. Oh, we know if they want to. Then.

624

01:26:03.970 --> 01:26:19.155

Cooper City Hall: if if they want, if the Optimist Club wants to engage in renting the fields for the home games practices, then they do not have to follow this plan, but if they want to go back onto the permit, if they, then this extension has to be lifted. Okay, they and they don't meet the requirement because you don't meet the requirement

625

01:26:19.400 --> 01:26:21.440

Cooper City Hall: you gotta ask us to wave it.

626

01:26:21.710 --> 01:26:36.599

Cooper City Hall: And and we have a form that we created, says Waiver, request, form, and then at the bottom of it they put all this stuff on on it, and then at the bottom, it says, approved by the Commission or not right, Mr. Manager, I'm sorry you've been engaged in all these meetings.

627

01:26:36.640 --> 01:26:46.839

Cooper City Hall: We've been led to believe that we were not able to move forward with the Optimus until the suspension was removed at any time with city staff, led to believe that they could move forward with this plan.

628

01:26:47.900 --> 01:27:15.080

Cooper City Hall: Stacy, I mean I would I would say and I and I'll apologize as far as the letter I mean. We talked about it. I mean, I think, Commissioner, shatter to your point the you know, in hindsight on my end we could have had the the letter incorporated specifically into the waiver and then have it signed by by. But it's not just a letter, because you know, it also says in the form we we agreed to. What are the penalties going to be if you don't meet? You know what I mean. So it's

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01:27:15.160 --> 01:27:19.720

Cooper City Hall: we came up with a process, and the idea was, it doesn't come to us because what's happening here is

630

01:27:19.750 --> 01:27:26.519

Cooper City Hall: they got into a pinch when they realized, though, the rental things not gonna work. Okay. Jr. Did worked overtime.

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01:27:26.750 --> 01:27:33.809

Cooper City Hall: you know, Brendan, midnight oil come up with a solution to get in here to try to get it reversed in time, and and I want to prevent

632

01:27:34.510 --> 01:27:37.859

Cooper City Hall: them coming to the Commission, you know, like

633

01:27:37.870 --> 01:27:46.210

Cooper City Hall: not not to minimize it. But you know not the mom and dad thing like it needs to go back to like direct my opinion. The Rec. Director should be saying.

634

01:27:46.270 --> 01:27:48.219

Cooper City Hall: I'm recommending this, and we're not involved.

635

01:27:48.510 --> 01:27:52.999

Cooper City Hall: So, Mayor, I'm sorry. May I? I'm sorry you know what. Let me

636

01:27:53.030 --> 01:28:04.950

Cooper City Hall: my apologies. I would be okay with them. Submitting this on this form, and the Rec. Department, or the manager making an opinion, and us delegating authority. I don't. I want it to be up to them.

637

01:28:05.200 --> 01:28:09.479

Cooper City Hall: I don't want to be involved. Are you in that? Are you through, are you through

638

01:28:09.580 --> 01:28:16.700

Cooper City Hall: Commissioner Schrader, are you through? Yeah, thank you. Now, any other commissioners wishing to? Yes, ask a question.

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01:28:16.770 --> 01:28:18.389

Cooper City Hall: I have Commissioner Catsman.

640

01:28:18.730 --> 01:28:24.908

Cooper City Hall: Thank you. So first of all, Mr. Melina, I wanna thank you for

641

01:28:26.690 --> 01:28:31.759

Cooper City Hall: taking major efforts to work toward compliance

642

01:28:32.060 --> 01:28:47.929

Cooper City Hall: for the football program. I can tell that you've you've done a lot. We've had a couple of conversations and I wanna thank you for that. I wanna thank the Board for taking this seriously, because I think we all value the role that the optimist plays in our community

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01:28:48.552 --> 01:28:52.139

Cooper City Hall: and we want to succeed as partners.

644

01:28:53.490 --> 01:28:55.631

Cooper City Hall: I just wanna understand the

645

01:28:56.540 --> 01:29:01.039

Cooper City Hall: the legal aspect of you know what was brought up tonight from our attorney?

646

01:29:01.150 --> 01:29:04.786

Cooper City Hall: Do we need to have a motion to reconsider

647

01:29:05.310 --> 01:29:25.789

Cooper City Hall: for this letter a couple of observations, as it relates to procedure. You know, one typically emotionally, we consider under Robert's rules, would occur either at the same meeting which the action occurred, or at a subsequent meeting. You know, we're talking about an item that was voted on not quite 5 months ago, but 4 months ago, back in January, I would suggest that if the Commission wanted to revisit that action, you certainly have the prerogative to do that.

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01:29:26.358 --> 01:29:28.389

Cooper City Hall: A motion to reconsider

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01:29:28.470 --> 01:29:41.230

Cooper City Hall: again. It would be a little unorthodox this far out, but I would recommend it. Given the prior action of the Commission. Your prior action was very clear to suspend this program until the Residency requirements for Taco footage were satisfied.

650

01:29:41.300 --> 01:29:44.190

Cooper City Hall: It was a 4 to one motion. Excuse me a 3 to one motion.

651

01:29:44.763 --> 01:30:00.366

Cooper City Hall: If a member of the Commission want to revisit that action, I think a motion to reconsider would actually be in order in this case. Okay, so add, Thank you. So adding to that I would say, if we were to take on and and please weigh in. If I'm saying anything wrong

652

01:30:01.550 --> 01:30:08.389

Cooper City Hall: If we were to take the action to reconsider which, and and it prevailed, then the suspension would be lifted.

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01:30:08.490 --> 01:30:09.580

Cooper City Hall: Then

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01:30:09.800 --> 01:30:10.600

Cooper City Hall: the

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01:30:10.750 --> 01:30:28.979

Cooper City Hall: assumed direction to the staff is to follow the protocol that we've already adopted. That's right, and that it would not have to come back to us if that, if that was the the protocol based on the form that Commissioner Schrader referenced. My understanding is that would be a staff driven form that would not kind of come back to this commission?

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01:30:29.140 --> 01:30:30.440

Cooper City Hall: Okay? So

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01:30:30.490 --> 01:30:33.699

Cooper City Hall: short answer is, yes, okay. So I think that's

658

01:30:34.160 --> 01:30:38.180

Cooper City Hall: I. I agree that we I would rather not have

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01:30:38.390 --> 01:30:39.650

Cooper City Hall: every

660

01:30:40.540 --> 01:30:59.020

Cooper City Hall: issue that comes up about Residency come to us, but because of the the previous suspension. I I understand why we need to reconsider and and would that be done at the same meeting, so I'll I'll make a motion to reconsider. Second.

661

01:30:59.080 --> 01:31:09.190

Cooper City Hall: I've got a motion by Commissioner Catchment, second by Commissioner Green. I will continue first. Go around on the discussion which is really continuation of the motion

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01:31:09.240 --> 01:31:17.249

Cooper City Hall: Commissioner Katsman, you're through Commissioner Green, you actually seconded it. So you go ahead. Commission, Melosa. Anything?

663

01:31:18.612 --> 01:31:20.810

Cooper City Hall: Several things. So

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01:31:21.890 --> 01:31:22.910

Cooper City Hall: first thing.

665

01:31:23.556 --> 01:31:29.749

Cooper City Hall: everybody's talking about this moving forward, this not moving forward. So 2 things.

666

01:31:29.920 --> 01:31:31.570

Cooper City Hall: When this came up.

667

01:31:31.760 --> 01:31:34.129

Cooper City Hall: Did you ask staff.

668

01:31:34.410 --> 01:31:35.560

Cooper City Hall: Miss Weiss.

669

01:31:35.980 --> 01:31:40.459

Cooper City Hall: if you could move this forward, or did you just put this on the agenda?

670

01:31:41.980 --> 01:31:47.929

Cooper City Hall: Did you ask the city manager? Who's your boss? Can I move this forward, or did you put this on the agenda?

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01:31:49.800 --> 01:31:55.860

Cooper City Hall: Yes, Commissioner, we we had discussion related to it. So you knew about this? Absolutely. Okay. So then.

672

01:31:56.340 --> 01:32:09.729

Cooper City Hall: Commissioner Schrader, your whole point said with love is moot because you have a city manager who could have if this was such an issue, and if he felt that this was wrong and should not be on the agenda, could have turned around and said, Stacy.

673

01:32:10.010 --> 01:32:13.050

Cooper City Hall: the Commission doesn't want to deal with this handle it.

674

01:32:13.200 --> 01:32:22.419

Cooper City Hall: and he could have said, This doesn't need to be on the agenda, but he did not. He allowed this to be on the agenda. He's not the arbiter of the agenda but he is

675

01:32:22.580 --> 01:32:32.010

Cooper City Hall: because because when his staff member turns around and puts something like this on the this is not a a end, all be all. If this was something that

676

01:32:32.510 --> 01:32:34.189

Cooper City Hall: what you're saying

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01:32:34.530 --> 01:32:35.590

Cooper City Hall: is

678

01:32:35.600 --> 01:32:39.500

Cooper City Hall: something that should have been handled by the Rec. Department.

679

01:32:39.940 --> 01:32:44.149

Cooper City Hall: then it could have been handled right then and there by the Rec. Department.

680

01:32:44.810 --> 01:32:53.478

Cooper City Hall: Why do we adopt the process? What I'm saying? But because what I think is, the process is for someone. And let's just use

681

01:32:54.070 --> 01:33:06.059

Cooper City Hall: the basketball or or volleyball. Okay? So volleyball is no longer in compliance, and if volleyball falls out of compliance. The process is

682

01:33:06.120 --> 01:33:16.789

Cooper City Hall: when volleyball does all their registration. They hand all the paperwork into our staff. Our staff goes over the numbers, they say, Okay.

683

01:33:17.640 --> 01:33:27.829

Cooper City Hall: junior, JR. Molina, what the waiver volleyball is now at. Let's throw an easy number out 50%. And you now have this process.

684

01:33:28.840 --> 01:33:39.750

Cooper City Hall: And you have all of these different avenues that we are going to now go through one at a time, so that way you have this much time to bring up your volleyball numbers.

685

01:33:40.170 --> 01:34:01.390

Cooper City Hall: and if you don't, then we go to step 2, 3, 4, 5, 6, 7, and 8. And throughout those steps there are different ways that they are going to, that. They have figured out that ways different ways for them to increase the participation. Numbers of Cooper City residents in volleyball to use that as an example.

686

01:34:01.790 --> 01:34:14.360

Cooper City Hall: but because football was disowned they weren't disowned. I'm just throwing that out there. My term, not the term that was used because football was disowned. Then the process

687

01:34:14.690 --> 01:34:20.760

Cooper City Hall: was not the same for football, because they were no longer under the cap

688

01:34:20.880 --> 01:34:25.369

Cooper City Hall: of recognized Cooper City Optimus sports.

689

01:34:26.170 --> 01:34:34.159

Cooper City Hall: in my humble opinion, and that is why it is before us. Now, if we now say, you know what

690

01:34:34.370 --> 01:34:54.999

Cooper City Hall: this, if the motion comes through and we agree, we're going to give football another chance, then in and correct me if I'm wrong, but then they will start the registration process, and they will do everything in step one through whatever to increase the Residency numbers.

691

01:34:55.030 --> 01:34:59.480

Cooper City Hall: and as they are doing that our staff will be watching

692

01:35:00.080 --> 01:35:15.600

Cooper City Hall: like a hawk to make sure that those numbers are yes, indeed, moving in the direction that we want them to, and if they are not, our staff will put the kabash on it, and that will end football. If football's numbers go.

693

01:35:15.720 --> 01:35:32.819

Cooper City Hall: maybe they might fall a little short, but if they move in the right direction and they they take a large jump. Then staff will be like, you know what you went from again. Just throw it in. You went from 50% to, you know, 60%, or you know, 60, whatever percent

694

01:35:33.190 --> 01:35:40.480

Cooper City Hall: we're going to between now and next season. Do this this and this to get you from 60 to 70%.

695

01:35:40.580 --> 01:35:47.069

Cooper City Hall: And we're going to give you permission to move on, and if next season you don't get to 70, you're out

696

01:35:47.210 --> 01:35:53.023

Cooper City Hall: who I'm no, no, you're just making this up as you go, but May May may say something

697

01:35:53.430 --> 01:35:54.600

Cooper City Hall: Mr. Schroeder

698

01:35:55.770 --> 01:36:00.629

Cooper City Hall: after, if it if it is approved by you by the commission

699

01:36:01.060 --> 01:36:03.700

Cooper City Hall: like you said, you don't want to keep seeing us

700

01:36:03.910 --> 01:36:08.930

Cooper City Hall: for every movement, every you know. And that's why you have your city manager. You have, Stacey.

701

01:36:09.700 --> 01:36:12.169

Cooper City Hall: We have implements from one to 6,

702

01:36:13.670 --> 01:36:20.709

Cooper City Hall: and we've been filling these out. We're at Level 3, which is the exception where we can make the changes

703

01:36:20.870 --> 01:36:35.340

Cooper City Hall: to either get the Rua signed, get us back into motion, and like, I don't wanna come here every single time for permission to for each port, or may it be but our our numbers entirely

704

01:36:35.390 --> 01:36:36.869

Cooper City Hall: will be increasing.

705

01:36:37.050 --> 01:36:45.240

Cooper City Hall: And, like you just said, it's not your job. Well, you don't want the job to be to to have the vote all the time. It's their job to make sure it's

706

01:36:45.260 --> 01:36:47.140

Cooper City Hall: the process are being met.

707

01:36:47.550 --> 01:36:49.539

Cooper City Hall: And and for me.

708

01:36:50.020 --> 01:36:52.349

Cooper City Hall: if they want to have a meeting with me every month.

709

01:36:52.490 --> 01:36:53.830

Cooper City Hall: I'll be there every month

710

01:36:54.000 --> 01:36:56.859

Cooper City Hall: if they want to have it every other month I'll be there every other month.

711

01:36:57.030 --> 01:36:59.469

Cooper City Hall: I have no problems. I have all the time in the world.

712

01:37:01.170 --> 01:37:03.880

Cooper City Hall: I'm going to be that President

713

01:37:04.010 --> 01:37:06.199

Cooper City Hall: or the member of the Optimus.

714

01:37:06.230 --> 01:37:08.110

Cooper City Hall: whether I'm President or not

715

01:37:08.250 --> 01:37:10.159

Cooper City Hall: to keep seeing this through.

716

01:37:10.470 --> 01:37:13.779

Cooper City Hall: because I want to make it happen for our community. I mean

717

01:37:13.810 --> 01:37:18.209

Cooper City Hall: we have Mr. Katzman as as as a coach. I believe you're a coach.

718

01:37:18.610 --> 01:37:23.350

Cooper City Hall: you know, lease as a coach I mean, everybody's involved.

719

01:37:23.940 --> 01:37:26.829

Cooper City Hall: I just I'd be. I would hate to.

720

01:37:27.120 --> 01:37:28.550

Cooper City Hall: and would just hate to

721

01:37:29.370 --> 01:37:30.530

Cooper City Hall: to just

722

01:37:31.459 --> 01:37:36.949

Cooper City Hall: hurt the the residents, some of the some of the residents that are actually playing, and love the sport.

723

01:37:37.040 --> 01:37:40.860

Cooper City Hall: And let your group let your team, like I own a business.

724

01:37:41.430 --> 01:37:42.709

Cooper City Hall: You own a business

725

01:37:43.300 --> 01:37:46.000

Cooper City Hall: if I can't trust my staff to run my business.

726

01:37:46.230 --> 01:37:48.900

Cooper City Hall: but without being there. But I don't have the right staff.

727

01:37:49.270 --> 01:37:50.910

Cooper City Hall: but if they're going to do their job.

728

01:37:51.200 --> 01:37:53.400

Cooper City Hall: let them do their job because you just said it.

729

01:37:53.550 --> 01:38:01.049

Cooper City Hall: Let them be the your eyes and ears. Let them approve it. If there's an issue that comes up upon you.

730

01:38:01.410 --> 01:38:08.250

Cooper City Hall: then it has to be in front of the board. By all means we can address it, but we will, and we are following those steps.

731

01:38:08.440 --> 01:38:10.869

Cooper City Hall: The paperwork that you have there

732

01:38:11.270 --> 01:38:14.590

Cooper City Hall: was not filled out. Now. We have all the information to fill it out.

733

01:38:15.260 --> 01:38:28.269

Cooper City Hall: but with their direction it was like, we can't do anything unless you yeah. That that was that was silly, because the the subject of your letter was waiver request correct? So you would have think that

734

01:38:28.270 --> 01:38:49.660

Cooper City Hall: they would have filled out the waiver Request form. You did do what you do. You had to do. I'm with you. Okay, my my question would be on this, are we voting to? What are we voting to do to Si to unsuspend it, and then it goes back to the Rec. Department. Well, there's been motion made by Commissioner Kathryn, seconded by Commissioner Green for reconsideration. That's all we have right now.

735

01:38:50.010 --> 01:38:56.640

Cooper City Hall: just to reconsider, bring us back to where we were. Now let's talk about what we're going to do. That's a second motion.

736

01:38:57.030 --> 01:38:58.110

Cooper City Hall: Okay.

737

01:38:58.690 --> 01:39:00.649

Cooper City Hall: let me just indicate point of order.

738

01:39:00.780 --> 01:39:02.390

Cooper City Hall: I mean, we have a motion.

739

01:39:02.840 --> 01:39:06.329

Cooper City Hall: Yeah, we're still discussing, because I haven't said anything. I'm sorry, thank you.

740

01:39:06.530 --> 01:39:15.970

Cooper City Hall: But I will call to a vote. After this, let me first indicate that we have had discussions. You and I,

741

01:39:16.020 --> 01:39:36.284

Cooper City Hall: Kyle, the Lilo, did a wonderful job, persuading me in in regards to how far you guys have come. I'll go so far as to thank the former Commissioner for the work done. I will thank Al for stepping in. I'll thank you for the leadership that you've shown.

742

01:39:36.790 --> 01:39:58.918

Cooper City Hall: Pete, Slang is in there because I've I've had conversations with him as well. You know. Once, once a president, always the President, if you will, and and you say whether you are or not, he's still following through. Pete's done it absolutely right and and and other, and I've had, with other former presidents discussions on this as well.

743

01:39:59.460 --> 01:40:24.299

Cooper City Hall: I think we've got your attention, and that was the intent. I trust my staff. There's no doubt about it. And and while I say that it's like Reagan you trust but verify, and I ask them to verify and what I intend, and and to commission Schroder's question, I I intend to vote yes, on the reconsideration, and suggest.

744

01:40:24.450 --> 01:40:26.250

Cooper City Hall: for lack of a better term

745

01:40:26.400 --> 01:40:30.919

Cooper City Hall: that you continue doing what you're doing, getting the numbers up

746

01:40:30.930 --> 01:40:32.350

Cooper City Hall: and

747

01:40:33.000 --> 01:40:36.300

Cooper City Hall: doing it while on a probationary status.

748

01:40:36.530 --> 01:40:41.989

Cooper City Hall: And candidly, if there's another foul up like there was of substance

749

01:40:43.220 --> 01:40:55.309

Cooper City Hall: Then don't even bother asking you're you're done, and and that I I'd like literally for Staff to be able to do. But I'm sure, just an abundance of caution. You'll bring back to the Commission, and I respect that.

750

01:40:55.775 --> 01:41:05.900

Cooper City Hall: But no, no more second chances, if you will. You've you've you've understood what has to be done. You're pointed in the right direction, as I'm told.

751

01:41:05.900 --> 01:41:30.129

Cooper City Hall: and and I have the utmost faith in everyone your staff, your people, my staff, our people, that it will be corrected and done. And and candidly, I'm I'm looking forward to going forward in the Rua so that you can do what has to be done. I think that will enable and enhance your numbers.

752

01:41:30.130 --> 01:41:42.704

Cooper City Hall: So I I'm not here to to tie one hand behind your back. I'm here to help and support the optimists, and I I think at this point you've shown the

753

01:41:44.040 --> 01:41:52.430

Cooper City Hall: The trust can be there. And so I'm going to vote in favor of the motion. Having said that, I'll call the motion for the Reconsideration

754

01:41:54.770 --> 01:42:04.980

Cooper City Hall: Commissioner Malozi. Yes, Commissioner Kasman, Commissioner Schouder. Yes, Commissioner Green. Yes, Mayor Ross. Yes, Mayor, can I make a motion now? Yes, okay.

755

01:42:05.080 --> 01:42:09.669

Cooper City Hall: Let me pull up this option that we were given.

756

01:42:09.950 --> 01:42:13.800

Cooper City Hall: Take your time, Victoria. Okay, well, if you know.

757

01:42:14.180 --> 01:42:16.570

Cooper City Hall: Okay, so I would move

758

01:42:16.590 --> 01:42:24.119

Cooper City Hall: to, I guess. Transition to the suspension to a partial suspension and probationary status is option number 2,

759

01:42:25.260 --> 01:42:26.340

Cooper City Hall: okay.

760

01:42:26.710 --> 01:42:27.790

Cooper City Hall: or

761

01:42:28.580 --> 01:42:32.160

Cooper City Hall: vote to allow staff to transition to this option number 2.

762

01:42:34.540 --> 01:42:56.814

Cooper City Hall: So for clarification. The number 2, it says, transition to suspension to partial suspension. Probationary status. So the optimist can rent the fields of Flamingo West and option 2. The the difference is is that the city would support the rua for the

763

01:42:57.310 --> 01:43:14.009

Cooper City Hall: optimist to practice at. I don't need them. They don't need to rent it. It doesn't matter to me. They can use the fields. I I just want to put them on probation, or whatever you want to call. That's fine. Okay, but alright. Well, let me make my own. Then, because I don't understand. Okay, I want this this

764

01:43:14.040 --> 01:43:27.239

Cooper City Hall: form that we made filled out, including what's gonna happen if if you don't meet these like it can't just be increase our numbers from 20% to 21%. I think the Rec Department should come up with something I understand, not gonna hit 70,

765

01:43:27.250 --> 01:43:28.990

Cooper City Hall: but something measurable.

766

01:43:29.230 --> 01:43:30.090

Cooper City Hall: And

767

01:43:31.030 --> 01:43:32.390

Cooper City Hall: adopt this.

768

01:43:32.460 --> 01:43:43.109

Cooper City Hall: And if and if you're going to deviate from this, I would really like direct department direct board to have some type of recommendation. I don't want to keep going back and forth.

769

01:43:43.210 --> 01:43:49.809

Cooper City Hall: so I'd like to delegate that authority to the Rec. Department to get this, resolved with the understanding that there needs to be significant.

770

01:43:50.880 --> 01:43:54.190

Cooper City Hall: That's my motion, friendly amendment to a time limit, sure.

771

01:43:54.750 --> 01:44:01.770

Cooper City Hall: and I'm just, and I'll ask you to suggest a time limit for them to come into compliance.

772

01:44:02.750 --> 01:44:17.710

Cooper City Hall: They're not gonna come in and and and no, because you're not gonna come into 70 70% a year. So for this year, the Rec Department to come up with that and and propose it on them. Why do we need to get involved. You know what?

773

01:44:17.890 --> 01:44:22.480

Cooper City Hall: I don't. Wanna you know, I'm not gonna tell me like, so like, send the discretion to the staff, yeah, do.

774

01:44:22.530 --> 01:44:34.580

Cooper City Hall: And they're and they're going to be how to, you know. So if it comes out, you know, in 2 years you're at 30, I'm going to ask the right department why, that's been allowed, I'd like to know, in a year that's still at 30, because I'm not going to allow it to go further.

775

01:44:34.630 --> 01:44:38.434

Cooper City Hall: I'll tell you that now. Well, in well, hence it's it's

776

01:44:38.840 --> 01:44:52.269

Cooper City Hall: Registration is going to be starting. They're starting now. Great I could tell you that. Some teams have left because you you don't have to promise us. I want you to promise. I want you to promise her, because I want to. I want to hold her accountable. So

777

01:44:52.630 --> 01:44:58.389

Cooper City Hall: we've got the motion. Do I have a second second so essentially delegate it to the Rec Department? Does that make sense

778

01:44:59.500 --> 01:45:11.180

Cooper City Hall: anything further? So we'll just can we just clarify the sure? Yeah, no good. What do you want to clarify? I just want to clarify. So we're we're removing the suspension. We're removing the suspension if we vote

779

01:45:11.380 --> 01:45:12.640

Cooper City Hall: on this

780

01:45:13.350 --> 01:45:21.111

Cooper City Hall: placing on probationary status based off of attending terms agreed upon by yes, terms established by the right department.

781

01:45:21.755 --> 01:45:45.989

Cooper City Hall: And how long is the probationary status, I guess, until you get to full compliance. Right? You know. If if you if you show in good faith, I know in court half the time it's terrific, and then you can terminate early. The provision doesn't mean anything. Aside from you to do better. It's not like

you're. It's costing you anything, so you should stay on it until you meet the requirement, if they continue to extend it. That's on them. The direct staff to my opinion to have a reason why they're doing it.

782

01:45:45.990 --> 01:45:49.690

Cooper City Hall: But the longer they're on probation, the more they expose themselves

783

01:45:49.690 --> 01:45:52.600

Cooper City Hall: to an automatic, if you will

784

01:45:53.140 --> 01:45:58.329

Cooper City Hall: termination of the entire program. So you want to make every effort

785

01:45:59.750 --> 01:46:01.299

Cooper City Hall: to come into compliance.

786

01:46:02.790 --> 01:46:11.359

Cooper City Hall: Having said that call about here, may, if I could just briefly, just procedurally as well. If it's okay. Hearing the dialogue from that motion, if it passes

787

01:46:11.868 --> 01:46:23.220

Cooper City Hall: could I recommend that we look at? There are a couple of spots in that overall policy document that Commissioner Schrader recommended that or or reference that does talk about

788

01:46:23.689 --> 01:46:28.079

Cooper City Hall: Corrective Action plan items coming back specifically to the Commission.

789

01:46:28.150 --> 01:46:41.589

Cooper City Hall: you know. Is that something that that said commission or relevant authority. So I would say, based off of this motion, that that you are the relevant author via the Rec Department be the relevant authority. Yeah, that sounds good.

790

01:46:41.810 --> 01:46:50.509

Cooper City Hall: I think. I think. Didn't we say 2 years in a row. It had to be approved by us, or I don't know. Another day another day, for we'll call the vote as it stands.

791

01:46:51.440 --> 01:47:07.190

Cooper City Hall: Where can you clarify the bill. They're on probation and the Rec. Department. They gotta follow whatever conditions the Rec. Department tells them, and they can go back to using the fields and a yes, all the field usage

792

01:47:08.000 --> 01:47:09.220

Cooper City Hall: all about

793

01:47:09.870 --> 01:47:16.169

Cooper City Hall: Commissioner Malozi, Commissioner Catsman, Commissioner Schouder, Commissioner Green, Mayor Ross.

794

01:47:16.790 --> 01:47:41.769

Cooper City Hall: Thank you very much. Good luck. Thank you so much. Thank you. Guys moving on to resolution 2412, Jacob. Thank you. Mayor Commission for the record. The item is resolution of the City Commission City, Cooper City, Florida approving, accepting the ownership of the water and sewers, water and Sanitary Sewer Improvement Vedication of the Wood. Sewer Improvements. Dedication of the Water and sanitary seasments. Reduction of the performance bond to a one year. Maintenance bond associated with the King Fisher Reserve Development Project.

795

01:47:41.770 --> 01:47:48.230

Cooper City Hall: generally located at 5,700 Southwest, 100 Sixth Avenue, Cooper City, Florida. 3, 3, 3, 2, 8,

796

01:47:48.250 --> 01:48:02.180

Cooper City Hall: authorizing and directing the appropriate city officials take any and all action necessary to effectuate the intent of the resolution, fight for conflicts, find for severability, and find it for an effective date. Thank you. Do you have motion motion by Commissioner Green.

797

01:48:03.200 --> 01:48:10.590

Cooper City Hall: Mr. Charter. Nothing. Commissioner Green, Mr. Malosi call the vote Commissioner Malozi. Yes, Commissioner Katzman.

798

01:48:12.080 --> 01:48:15.889

Cooper City Hall: Commissioner Schouder. Yes, Commissioner Green. Yes, Mayor Ross. Yes.

799

01:48:16.040 --> 01:48:36.409

Cooper City Hall: Moving on to item number 24, 7, which is paragraph 16. Jacob. Thank you. Mayor Commission. The item is an ordinance of the city of Cooper City, Florida, amending chapter 2. Titled

administration. Article 6, entitled Employee Benefits Division 2. At the retirement plan at section 2, dash 1, 5, 8. The Firefighters. Pension Plan of the City Cooper city municipal code of ordinances

800

01:48:36.410 --> 01:49:02.100

Cooper City Hall: by mending Article 12. Compliance with the Internal Revenue Code, to provide for compliance with the secure 2. Act 5. For severability. The repeal of laws and conflict, codification and an effective date and Mayor Commission, if I may just very quickly you may recall, this item was deferred from your last commission meeting. Since that time we have spoken with the city's Pension Council. Mr. Clausner. There's an email from Mr. Clausar and the backup confirming his review of the ordinance and recommendation for its adoption.

801

01:49:03.100 --> 01:49:23.380

Cooper City Hall: Thank you. Do we have motion motion by Commissioner Schroder, seconded by Commissioner Green, Mr. Charter? Nothing, Commissioner Green, Katherine Commissioner Malauzi, Commissioner Kastner, Commissioner Schroder. Yes, Commissioner Green, may I, Ross? Yes, out of curiosity. Anyone on virtual right now?

802

01:49:25.350 --> 01:49:27.030

Cooper City Hall: No, sir. Thank you.

803

01:49:28.140 --> 01:49:31.030

Cooper City Hall: Item number 17, ordinance 24. 8.

804

01:49:31.070 --> 01:49:52.890

Cooper City Hall: Thank you, Mayor Commission. The item for the record is an ordinance of the city of Cooper City, Florida, amending the city's code of assuming the city of Cooper City Firefighter. Retirement engine plan codified in Chapter 2. Titled administration of the Cooper City Municipal code of ordinances

to comply with chapter 2019 21. Laws of Florida, by mending Article 9. Titled disability and Article 11. Death benefits of section 2, 1, 58.

805

01:49:52.890 --> 01:50:05.196

Cooper City Hall: Find it for appeal, find it for severability, find it confrontation, fighting for an effective date. And as with the prior item, this is also been reviewed by the city's Pension Council following the deferral to last meeting and recommendation. Excuse me, approval is recommended.

806

01:50:05.600 --> 01:50:11.169

Cooper City Hall: Thank you. Do a motion by Commissioner Catherine, second by Commissioner Charter, Commission

807

01:50:11.200 --> 01:50:39.949

Cooper City Hall: Commissioner, Commissioner Green Commission. Yep, Mayor Ross. Yes. Number 18 ordinance, Jacob. Thank you, Mayor. The item for the record is an ordinance of the city. Cooper City, Florida, mending ordinance number 2321, adopted on September 20, sixth, 2023, providing for an amended budget for fiscal year 2023 24 for the city attach you to his exhibit a incorporated here in fighting for conflict, severability, fighting for an effective date on the table. For your

808

01:50:39.950 --> 01:50:42.339

Cooper City Hall: consideration, Mayor. Thank you. Do I have motion?

809

01:50:43.520 --> 01:50:51.359

Cooper City Hall: No motion, guys, Commissioner Green. I moved Second and Commissioner Katherine for a second. What it saves, Commissioner Green.

810

01:50:51.710 --> 01:50:52.830

Cooper City Hall: I'm good

811

01:50:53.500 --> 01:50:54.850

Cooper City Hall: commission catchment.

812

01:50:55.450 --> 01:50:57.340

Cooper City Hall: Have a 10 min speech prepared.

813

01:50:57.410 --> 01:51:01.410

Cooper City Hall: I bet. Commissioner Schouder Commission, Milosey.

814

01:51:02.010 --> 01:51:10.639

Cooper City Hall: Commissioner Malozi. Yes, Commissioner Kasman, Commissioner Schouder, Commissioner Green. Yes, Mayor Ross. Yes.

815

01:51:11.060 --> 01:51:13.340

Cooper City Hall: Moving on to the city manager's report.

816

01:51:14.132 --> 01:51:39.180

Cooper City Hall: Thank you, mayor and commissioners. Just a few items the first one just I wanted to notify you. We have a candidate on the general employees pension plan an appointment port for the city charter that appointments made by the city manager just again recommending to reappoint a Cooper City resident Van Zetso to a 2 year term to serve on that general employees pension plan.

817

01:51:39.350 --> 01:51:44.860

Cooper City Hall: I had a few other items I just wanted to share as updates and and a couple of items

818

01:51:44.870 --> 01:51:48.059

Cooper City Hall: that we are working on. The first is just

819

01:51:48.430 --> 01:51:51.339

Cooper City Hall: a brief update related to the

820

01:51:51.773 --> 01:52:14.956

Cooper City Hall: Landscape Master beautification plan our public works team and Mr. Cabell, I've been working with Chen Moore. We have an updated timeline. They have completed the first phase and some preliminary their preliminary work. They're really we'll beefing beefing up this. Frankly, over the next few weeks.

821

01:52:15.814 --> 01:52:40.300

Cooper City Hall: Their preliminary landscape the overall plan and we'll be back in in about 30 days or so early June, with a to the commission workshop to give an update on where we're at as that drives towards drives towards continued completion. So look for more details on that here shortly. I do have also some

822

01:52:41.100 --> 01:52:52.150

Cooper City Hall: some draft documents as well. We'll send around just to show you what the what what we have. So far Mr. Harvelle and his team have been able to gather those up. So we'll share those

823

01:52:52.692 --> 01:53:06.984

Cooper City Hall: in addition to that, we continue to work expeditiously on the the short range 9 to 10 speed cushion implementation locations that will be upcoming.

824

01:53:07.970 --> 01:53:25.517

Cooper City Hall: Dave and his staff are just putting the finishing touches on that plan. It will be coming back to you all we know. Obviously, that's a high priority for the Commission and and want to get those out we've been working with public work staff and our traffic consultant as well on those items.

825

01:53:26.557 --> 01:53:53.992

Cooper City Hall: I also wanted to share an item and several of you talked about it for just our our cooperation with the school to try and coordinate certain areas and make traffic improvements one of the initiatives Captain D. Giovanni, had really spearheaded a while back, working with Pioneer Middle School on. We've been able to implement a temporary improvement to pioneer where traffic is not bobbing out and weaving back in.

826

01:53:55.096 --> 01:54:11.933

Cooper City Hall: I have as a follow up and talking with Kathy Giovanni as well? Asked Dave Harvell and our public works team to work on some more permanent improvements, which will include a little bit of paving and several gates being replaced.

827

01:54:12.350 --> 01:54:24.187

Cooper City Hall: at Pioneer middle on on school property, but really will help us long term to be able to kind of facilitate a permanent traffic flow, safety improvement.

828

01:54:24.640 --> 01:54:31.300

Cooper City Hall: and so look we'll we'll be working on those that project. It's a small project, but an important one

829

01:54:31.713 --> 01:54:36.246

Cooper City Hall: just a couple of other items I wanted to mention 2 last ones.

830

01:54:36.630 --> 01:54:53.520

Cooper City Hall: we we will have a second read of the solid waste budget ordinance that will be coming back to you at our first meeting in May, and Tedra will have that re advertised for the fourteenth for action just for our second read to finalize our budget for solid waste.

831

01:54:53.660 --> 01:54:58.640

Cooper City Hall: And lastly, on my list. And this comes via way of community development.

832

01:54:59.107 --> 01:55:05.152

Cooper City Hall: We have a I just wanted to check in with you all related to our

833

01:55:06.841 --> 01:55:16.328

Cooper City Hall: preservation a Royal Palm ranches, preservation board, as you all may or may not know you each have an appointee to that

834

01:55:16.770 --> 01:55:26.199

Cooper City Hall: board per the Resolution. The that Board runs every 2 years with appointments, and must be approved by the Commission for by resolution

835

01:55:26.633 --> 01:55:46.809

Cooper City Hall: talking with Carlos and our team. Really, we just wanted to kind of check your pulse on we're gonna bring a resolution back to you. But each of you right now. Mayor Ross Domingo Garcia is your appoint current sitting member Commissioner Green, Kevin Greenblatt, Commissioner Malauzi, Kathleen Smith.

836

01:55:46.870 --> 01:55:51.979

Cooper City Hall: Commissioner Katzman Devin, Sweet, and Commissioner Schroder, Scott, Zucker.

837

01:55:52.479 --> 01:56:06.849

Cooper City Hall: And in talking with Carlos, you know, as far as the current members of the board. None of them have shared a desire to leave the board. If you are okay with it, we'll at least for discussion purposes bring back a resolution

838

01:56:07.350 --> 01:56:15.959

Cooper City Hall: for consideration, for for commission and just for further action. If that's okay, when does it expire? Carlos?

839

01:56:17.200 --> 01:56:19.990

Cooper City Hall: Okay? So it is roll. We do.

840

01:56:20.940 --> 01:56:21.730

Cooper City Hall: Thank you.

841

01:56:22.200 --> 01:56:37.550

Cooper City Hall: Okay. It's good by me. I I wanted to. I don't know if it's appropriate for now, or for my Commissioner concerns to talk about Royal Palm. Perfect Segway, that's all I had for my report. Pioneer thing

842

01:56:38.090 --> 01:57:07.389

Cooper City Hall: following up on the struggles the captain has told us about with our lovely School Board. I think we should move fast and quick to make those improvements to pioneer, because my fear is there'll be a new ruler of the well, you know that annex area, and then that they're gonna say, no, we don't want cars in here, and that loop, you know, because that's separate from Pioneer, the the South Annex. So I think we should make that improvement. I know there's cost involved, but I think we should make it as permanent

843

01:57:07.630 --> 01:57:10.459

Cooper City Hall: and as possible make it look

844

01:57:10.510 --> 01:57:11.590

Cooper City Hall: as

845

01:57:12.010 --> 01:57:13.090

Cooper City Hall: the

846

01:57:13.880 --> 01:57:21.469

Cooper City Hall: correctly designed, you know, before they ever know any different. I mean, they said, yes, let's do it before anything changes, and then.

847

01:57:21.670 --> 01:57:22.550

Cooper City Hall: you know.

848

01:57:22.890 --> 01:57:25.139

Cooper City Hall: is that has alleviated a lot of

849

01:57:25.670 --> 01:57:29.709

Cooper City Hall: traffic on ninetieth. So if you need.

850

01:57:29.810 --> 01:57:34.780

Cooper City Hall: I know there's costs involved, I would like us to discuss giving you permission to have that done.

851

01:57:34.800 --> 01:57:58.459

Cooper City Hall: Yeah. And I think we have some preliminary estimates. I mean, it's not an exorbitant amount of money. We're probably about \$10,000 for gates, and about 10 to 15,000 for asphalt paving. So I mean in the scope of regular public works, projects. We do, or you know, it's a pretty minute piece, but we'll provide some permanency. So I think we have some quotes in process. Dave, is there anything you wanted to add as far as just being able to get moving on that.

852

01:58:01.440 --> 01:58:14.910

Cooper City Hall: Brian, you and I would say, is that that 25,000 not to exceed would be on board of Education property. I just wanted to make sure we have that approval, and I'll get it done, they told us, and they're they've so lost over there.

853

01:58:15.060 --> 01:58:18.159

Cooper City Hall: you know. They change people in charge like

854

01:58:18.480 --> 01:58:20.619

Cooper City Hall: other people change other things, you know.

855

01:58:21.100 --> 01:58:22.020

Cooper City Hall: So

856

01:58:22.480 --> 01:58:25.870

Cooper City Hall: thank you, Dave. Thank you, that's all I have, Mayor. Thank you. Thank you.

857

01:58:25.960 --> 01:58:46.549

Cooper City Hall: Moving on to the city attorney's report. I do have one quick item, Mayor Commission, just for your information. On Friday, May tenth, at 9 Am. There is a 30 min special set zoom hearing in our lawsuit pending against Bso. With regards to the disputed pension payments. It's a hearing, on Bso's motion to dismiss the city's third amended complaint.

858

01:58:46.550 --> 01:58:58.300

Cooper City Hall: It's actually a zoom hearing before Judge Fabian Faun stock. I will forward you all a copy of the notice of a hearing, along with the link to the extent that anybody would like to tune in again. It's Friday, May tenth and 9 am. But so I have Air commission. Thank you.

859

01:58:59.000 --> 01:58:59.990

Cooper City Hall: Thank you.

860

01:59:00.480 --> 01:59:01.939

Cooper City Hall: Please choose your report.

861

01:59:02.170 --> 01:59:24.055

Cooper City Hall: Good evening again, Mayor, Commissioner, city manager, staff residents, and maybe listening. A few items on my report that I'd like to highlight first and foremost, I did want to share that we were able to leverage a Bso. Grant to send 2 of our Srd. Our school resource deputies to the Annual Fasrow Conference. So that's

862

01:59:24.820 --> 01:59:47.460

Cooper City Hall: very important conference and keeping our school resource deputies in tune with the latest and best safety and education techniques and strategies to impact our schools. And so I'm pleased to let you know that we were able to get that via our Grant management team through our youth and neighborhood services partnership with them to send our Srd. From

863

01:59:47.849 --> 01:59:55.630

Cooper City Hall: Il Embassy Creek elementary, and also our sod from Griffon elementary to that annual conference that'll be held in July.

864

01:59:56.368 --> 02:00:03.600

Cooper City Hall: That would be, think that it's going to bring back some really good important training and education to our local schools.

865

02:00:03.650 --> 02:00:21.109

Cooper City Hall: I did want to also point out to the Commission that our real time crime centers continue to make impacts on our investigations. We did have a burglar that targeted one of our commercial plazas the last couple of weeks. But thankfully, because of the real time

866

02:00:21.110 --> 02:00:44.279

Cooper City Hall: crime centers abilities, we were able to find historical intelligence that identified that suspect. And our team now, knows who that person is and where they live, and we are working towards apprehending that suspect. So just another example on how the technology, like we appreciate your support voted to expand today is helping us keep this city safe and apprehend those who would come here to commit crime.

867

02:00:45.091 --> 02:00:55.049

Cooper City Hall: I did want to also put out there a warning, though in in light of that that commercial plaza was targeted because of a gym that was located in the plaza.

868

02:00:55.050 --> 02:01:24.889

Cooper City Hall: And we typically see this, unfortunately, that people who will go and patronize our gyms instead of using lockers inside of the gym. I'm not sure why they prefer to leave their bags in their vehicles, and that does make your target. So I just wanted to share a public service announcement, just reminding our residents the importance of removing all belongings from your vehicle, including your gym bags. Whether you're going to the gym, or if you're going to the Park, maybe you're going to go join Commissioner Green on walking in the park.

869

02:01:24.920 --> 02:01:33.150

Cooper City Hall: and if you are, just remove your bags from your vehicle so that you're not targeted by someone who may be coming and looking for a crime of opportunity.

870

02:01:33.460 --> 02:01:40.459

Cooper City Hall: But rest assured that if it does happen like in this case, we will investigate it and do our very best to apprehend that suspect.

871

02:01:40.995 --> 02:01:58.424

Cooper City Hall: I did want to give the update. I know I shared with it a little bit earlier, but our stars, Grant, did have very good conversations with Embassy. I appreciate all of their support and their board members that came down and met with my team and I, and toward the real time Crime Center and further,

872

02:01:58.740 --> 02:02:14.099

Cooper City Hall: welcoming me to participate in their upcoming meeting. And we continue to push that grant, June thirtieth that Grant will close, and I will make sure that I bring a final report to this Commission, the city manager on the success of that grant opportunity.

873

02:02:14.567 --> 02:02:28.110

Cooper City Hall: I did want to share with the public just to remind them that we do have a program out there called Bso. Cares. Bso. Cares is a program that if you have somebody of special needs, and you would like to register

874

02:02:28.711 --> 02:02:56.050

Cooper City Hall: your family member, your loved one into our communications dispatch system. You can actually go into the Bso Cares program as located on the sheriff.org website. And you can provide us information about your loved one. Perhaps you know, there might be certain things that you want us to

know with responding that they're non verbal, or their loud noises trouble them, that we know real time responding to that call, that they have specific

875

02:02:56.050 --> 02:03:03.929

Cooper City Hall: on needs or requests that our deputies will have that information. So please do look up the Bso Cares program on sheriff.org

876

02:03:03.930 --> 02:03:28.899

Cooper City Hall: website. And if you're interested, feel free to enroll, or if you have questions about it, you can contact my office and we're happy to discuss that opportunity for you. In speaking about those with our special needs, or perhaps even those who have a tendency to elope. I did want to just bring a sample to you. But my team worked proactively into creating a miss in person. Sent Article Kit.

877

02:03:29.020 --> 02:03:48.400

Cooper City Hall: I think this is really going to help us keep our most vulnerable population safe. If you know, I think this commission for their continued support. The residents should know that this commission has for a very long time supported a bloodhound and their staffing complement. Not a lot of cities actually do that.

878

02:03:48.715 --> 02:04:15.220

Cooper City Hall: But that bloodhound helps us find missing people. It gives us the best opportunity to locate them if they are missing. And typically what the bloodhound will do is try to find an article clothing and the residents to get a good scent of that person so that they can follow but what we may not know is that the article of clothing, and little Johnny, or little Sarah's room might be contaminated with other scents from that room.

879

02:04:15.220 --> 02:04:26.730

Cooper City Hall: And so really, what this kit does is this, Kit allows you, and has, step by step, instructions on how to have an unadulterated scent from your loved one safely preserved for one year in the freezer.

880

02:04:26.730 --> 02:04:46.840

Cooper City Hall: so that you can actually provide that to the bloodhound when they arrive, in the event that your loved one has eloped to help the bloodhound have a better chance of locating your loved one. This is free to all residents. Cooper City residents, Cooper City business owners. If you think that you would benefit from one of these kits. All you have to do is stop at your local police station

881

02:04:47.136 --> 02:05:14.730

Cooper City Hall: right there on Sterling Road and ask for one of these kits, and we'll be very grateful to have an opportunity to provide you one. I wanted to thank this commission for your support of the Crime prevention Fund, because that's how we were able to make these kits and procure all the items needed to create this new opportunity in this for our residents. So thank you for your sponsorship of our crime prevention initiatives and efforts. We do actually use that to make an impact in this community.

882

02:05:14.900 --> 02:05:37.670

Cooper City Hall: Then, lastly, I did want to just give you the final update that we nearly raised \$5,000 for special Olympics this year. We had the torch run last year was the big culmination of a lot of months of hard work. We did have a compliment from Cooper City's own personal team, 7 of us that were out there running, representing this team, strong, representing this city.

883

02:05:37.670 --> 02:05:47.700

Cooper City Hall: And we were able to actually run with Fernando. For a little bit. He was excited to see us out there. So that, concludes my report, unless there's any questions.

884

02:05:48.100 --> 02:05:49.760

Cooper City Hall: Hearing none. Thank you very much.

885

02:05:49.810 --> 02:05:51.169

Cooper City Hall: Very huge report.

886

02:05:55.730 --> 02:05:58.709

Cooper City Hall: Good evening, Mr. Mayor, commissioners, city manager.

887

02:05:59.210 --> 02:06:00.790

Cooper City Hall: staff, and residents.

888

02:06:01.410 --> 02:06:06.749

Cooper City Hall: This past Saturday we had the autism awareness event at Station 28

889

02:06:07.130 --> 02:06:07.805

Cooper City Hall: and

890

02:06:08.640 --> 02:06:13.519

Cooper City Hall: There was an awesome event. Unfortunately we had often on rain.

891

02:06:13.690 --> 02:06:17.150

Cooper City Hall: but that didn't seem to dampen the spirits of

892

02:06:17.160 --> 02:06:18.909

Cooper City Hall: anybody that attended.

893

02:06:19.510 --> 02:06:24.229

Cooper City Hall: and so we believe it was a good turnout altogether.

894

02:06:25.681 --> 02:06:28.328

Cooper City Hall: One of the other highlights is

895

02:06:29.060 --> 02:06:33.820

Cooper City Hall: We're going to be offering our firefighter scholarships

896

02:06:34.060 --> 02:06:42.769

Cooper City Hall: to 4 seniors that are graduating Cooper City High School that are going to pursue a career in the fire service.

897

02:06:43.350 --> 02:06:48.810

Cooper City Hall: This is the first year that we've been able to offer 4 scholarships.

898

02:06:48.930 --> 02:06:50.999

Cooper City Hall: Normally we offer 2, but

899

02:06:51.060 --> 02:06:54.129

Cooper City Hall: we had the funding available. So

900

02:06:54.816 --> 02:06:56.923

Cooper City Hall: all the all the

901

02:06:57.540 --> 02:06:59.870

Cooper City Hall: all the applicants were.

902

02:07:03.430 --> 02:07:06.910

Cooper City Hall: we're very worthy, I would say.

903

02:07:06.960 --> 02:07:09.399

Cooper City Hall: of the scholarship, and

904

02:07:10.150 --> 02:07:12.230

Cooper City Hall: so that's why

905

02:07:13.630 --> 02:07:15.060

Cooper City Hall: the the

906

02:07:15.300 --> 02:07:17.430

Cooper City Hall: committee that reviewed

907

02:07:17.470 --> 02:07:21.540

Cooper City Hall: all the information from these students

908

02:07:21.700 --> 02:07:25.739

Cooper City Hall: went ahead and decided that all 4 students would receive this

909

02:07:25.900 --> 02:07:29.779

Cooper City Hall: a little background on what the students

910

02:07:29.920 --> 02:07:31.720

Cooper City Hall: have to provide.

911

02:07:32.466 --> 02:07:36.840

Cooper City Hall: Christine Sewick is at Cooper City High School.

912

02:07:36.920 --> 02:07:40.059

Cooper City Hall: She takes the applications from the students

913

02:07:40.350 --> 02:07:43.869

Cooper City Hall: and the applications themselves include

914

02:07:43.900 --> 02:07:46.500

Cooper City Hall: their transcripts, Gpa.

915

02:07:46.510 --> 02:07:49.340

Cooper City Hall: Volunteer hours, a resume

916

02:07:49.740 --> 02:07:52.100

Cooper City Hall: letters of recommendation.

917

02:07:52.620 --> 02:07:55.210

Cooper City Hall: any employment that they have.

918

02:07:55.690 --> 02:08:00.540

Cooper City Hall: and a personal letter stating why they want to become a firefighter.

919

02:08:00.670 --> 02:08:04.349

Cooper City Hall: and also letters of recommendation.

920

02:08:04.770 --> 02:08:09.279

Cooper City Hall: and all of that is considered by the committee.

921

02:08:09.790 --> 02:08:13.940

Cooper City Hall: and then afterwards an interview takes place from the committee

922

02:08:14.130 --> 02:08:19.019

Cooper City Hall: which consists of myself my administrative assistant

923

02:08:19.310 --> 02:08:21.310

Cooper City Hall: and the fire marshal.

924

02:08:25.450 --> 02:08:27.579

Cooper City Hall: so like, I say, this is

925

02:08:27.910 --> 02:08:30.399

Cooper City Hall: the first time we've been able to offer

926

02:08:30.450 --> 02:08:34.380

Cooper City Hall: this scholarship to to 4 students that are all deserving.

927

02:08:34.660 --> 02:08:38.349

Cooper City Hall: and this will take place on May thirteenth, at 6 PM.

928

02:08:38.530 --> 02:08:41.610

Cooper City Hall: At Cooper City High School during awards night.

929

02:08:43.420 --> 02:08:45.062

Cooper City Hall: On another note,

930

02:08:46.110 --> 02:08:49.449

Cooper City Hall: Cooper City. We've had 2 major house fires

931

02:08:49.460 --> 02:08:51.220

Cooper City Hall: in the past week.

932

02:08:51.740 --> 02:08:54.350

Cooper City Hall: We had one on April 20, third.

933

02:08:54.620 --> 02:08:57.429

Cooper City Hall: and another on April 20 sixth.

934

02:08:58.220 --> 02:09:01.589

Cooper City Hall: the the April 20. Third structure fire

935

02:09:01.720 --> 02:09:05.580

Cooper City Hall: appears to have started in the rear of the structure in a shed.

936

02:09:05.870 --> 02:09:08.269

Cooper City Hall: and it extended into the house.

937

02:09:08.830 --> 02:09:11.480

Cooper City Hall: and that caused major damage throughout.

938

02:09:12.030 --> 02:09:16.850

Cooper City Hall: and on Friday, April 20 sixth, we had another structure fire

939

02:09:17.080 --> 02:09:19.200

Cooper City Hall: that started in the garage

940

02:09:19.440 --> 02:09:23.549

Cooper City Hall: and extended upward into the second floor and into the attic space.

941

02:09:24.010 --> 02:09:27.340

Cooper City Hall: Again. Major damage occurred throughout this structure.

942

02:09:28.060 --> 02:09:33.529

Cooper City Hall: In both instances instances the State fire marshal was called in.

943

02:09:33.820 --> 02:09:34.585

Cooper City Hall: and

944

02:09:36.440 --> 02:09:40.970

Cooper City Hall: They will go ahead and and do a cause and origin determination.

945

02:09:41.160 --> 02:09:44.469

Cooper City Hall: We will have to wait for that report to come out.

946

02:09:47.280 --> 02:09:50.659

Cooper City Hall: The Cooper City Building official also responded.

947

02:09:50.780 --> 02:09:54.779

Cooper City Hall: deem the structures to be unsafe, uninhabitable.

948

02:09:55.360 --> 02:09:56.070

Cooper City Hall: and

949

02:09:56.830 --> 02:10:02.210

Cooper City Hall: so Fpl also responded and pulled the meters on both structures. So there's no power.

950

02:10:05.040 --> 02:10:06.060

Cooper City Hall: and that's

951

02:10:07.290 --> 02:10:10.209

Cooper City Hall: That concludes any additions to my report

952

02:10:10.290 --> 02:10:12.089

Cooper City Hall: you any questions of the fiery chief.

953

02:10:13.720 --> 02:10:14.930

Cooper City Hall: Thank you. I have a few.

954

02:10:15.690 --> 02:10:18.589

Cooper City Hall: What were the response? Times on the 2 fires?

955

02:10:19.600 --> 02:10:21.510

Cooper City Hall: The response times on the fires.

956

02:10:22.070 --> 02:10:24.629

Cooper City Hall: Yes, let's see if I have that information.

957

02:10:31.710 --> 02:10:32.823

Cooper City Hall: Yes, one

958

02:10:34.120 --> 02:10:36.680

Cooper City Hall: the response. Time for

959

02:10:40.830 --> 02:10:45.240

Cooper City Hall: see the date here on April 26. That structure fire

960

02:10:45.250 --> 02:10:47.920

Cooper City Hall: was 4 min and 58 s.

961

02:10:49.080 --> 02:10:52.670

Cooper City Hall: and the response time for the structure fire on

962

02:10:52.750 --> 02:10:56.920

Cooper City Hall: the 20 third was 3 min and 46 s. Thank you very much.

963

02:10:57.490 --> 02:11:06.399

Cooper City Hall: Can you also tell me? Because I don't recall, and I'm not saying it wasn't given. I don't recall last year or this year receiving

964

02:11:06.510 --> 02:11:13.220

Cooper City Hall: where the information, if you will, on the funds of where the scholarship comes from.

965

02:11:13.260 --> 02:11:16.010

Cooper City Hall: I can safely assume it's a Santa program.

966

02:11:16.150 --> 02:11:18.499

Cooper City Hall: correct. It is the Santa program.

967

02:11:20.220 --> 02:11:25.739

Cooper City Hall: A few years back. We did not. We awarded the scholarships.

968

02:11:25.930 --> 02:11:28.309

Cooper City Hall: but the students did not attend

969

02:11:28.420 --> 02:11:31.500

Cooper City Hall: the Academy or Ems school.

970

02:11:31.680 --> 02:11:33.760

Cooper City Hall: So those funds rolled over.

971

02:11:34.000 --> 02:11:37.230

Cooper City Hall: So that's what gave us the available funding this year

972

02:11:37.360 --> 02:11:40.090

Cooper City Hall: to provide 4 scholarships instead of 2.

973

02:11:40.240 --> 02:11:52.979

Cooper City Hall: I appreciate that because that was my my second question. My first question was, did you tell us, as far as last year goes, what the total amount was that was collected off the Santa program

974

02:11:53.510 --> 02:11:57.679

Cooper City Hall: last year? Again. It's a \$2,000 scholarship.

975

02:11:57.690 --> 02:12:06.820

Cooper City Hall: And we awarded 2 scholarships last year, and both those students are currently in school to become firefighters. That's my question.

976

02:12:07.290 --> 02:12:20.369

Cooper City Hall: How much money did you gain did you get? Did you earn out of the Santa program the Santa program for the last couple of years? It's been over \$5,000.

977

02:12:20.860 --> 02:12:25.750

Cooper City Hall: And so the \$2,000 scholarships give us a little

978

02:12:25.870 --> 02:12:31.510

Cooper City Hall: leeway because we have to buy additional equipment for the following year.

979

02:12:32.260 --> 02:12:34.910

Cooper City Hall: And did you ever give any thought

980

02:12:35.090 --> 02:12:42.829

Cooper City Hall: just thinking out of the box of adding some people to the committee? Maybe not exactly fiery people, but people who

981

02:12:43.110 --> 02:12:46.619

Cooper City Hall: help you and work with you through the cert program.

982

02:12:48.130 --> 02:12:55.539

Cooper City Hall: That could be something that we do for next year is we could add the program manager as one of our

983

02:12:56.150 --> 02:12:58.130

Cooper City Hall: part of we as part of the committee

984

02:12:58.160 --> 02:13:00.749

Cooper City Hall: to do to the interviews. Thank you.

985

02:13:01.910 --> 02:13:08.597

Cooper City Hall: anything else that'd be fire achieved. And I think we agreed. Next year we're gonna do fire and

986

02:13:09.100 --> 02:13:11.040

Cooper City Hall: Santa registrations online.

987

02:13:11.350 --> 02:13:13.260

Cooper City Hall: I think that was it. Yeah.

988

02:13:14.190 --> 02:13:26.149

Cooper City Hall: would would try. I mean, I I know we have. Last year I talked to Mike A. Bello about that. No, we have the we're live now. I just registered. We have the capability. Yeah, I think we do. Yeah, we just registered for T.

989

02:13:26.780 --> 02:13:28.699

Cooper City Hall: Good for you. Yeah, we do have it.

990

02:13:29.140 --> 02:13:34.979

Cooper City Hall: Yeah, because I spoke with Mike about it last year. It just wasn't enough time to put it together.

991

02:13:35.100 --> 02:13:37.710

Cooper City Hall: so we can put it together for next year.

992

02:13:38.020 --> 02:13:39.850

Cooper City Hall: Yeah, yeah, what is that, Mike?

993

02:13:40.080 --> 02:13:41.186

Cooper City Hall: Thank you.

994

02:13:42.190 --> 02:13:44.520

Cooper City Hall: I appreciate it, chief. Thank you very much.

995

02:13:44.560 --> 02:13:46.810

Cooper City Hall: Commissioner concerns Commissioner Green.

996

02:13:47.180 --> 02:13:48.090

Cooper City Hall: Desert

997

02:13:48.330 --> 02:13:49.530

Cooper City Hall: mission charter.

998

02:13:49.610 --> 02:13:58.650

Cooper City Hall: Yeah. Couple of things. One wanna thank the utilities department for allowing me to hang out with them during the water break.

999

02:13:58.710 --> 02:14:00.690

Cooper City Hall: Well, Commissioner,

1000

02:14:01.810 --> 02:14:05.639

Cooper City Hall: Hatsman was missing, and his residents were in dire need.

1001

02:14:06.260 --> 02:14:11.789

Cooper City Hall: So I it was Passover, and you were micromanaging. I was I I was learning.

1002

02:14:11.980 --> 02:14:25.343

Cooper City Hall: and it, you know, learned a lot. So I do wanna thank them. It was it was that, or it was that, or put crying babies asleep so as you, as you know. But they really did a really cool job, you know.

1003

02:14:25.790 --> 02:14:28.650

Cooper City Hall: you know, and they did a great job. So thank them for that.

1004

02:14:30.300 --> 02:14:32.477

Cooper City Hall: and then my other one was

1005

02:14:32.920 --> 02:14:40.592

Cooper City Hall: the, I guess, is for the Rec Department. One. Thanks for the online registration that that is really been awesome. But

1006

02:14:41.610 --> 02:14:48.170

Cooper City Hall: one of the things I had I'm a little upset about is the autism awareness event. So this was done for

1007

02:14:48.330 --> 02:14:57.400

Cooper City Hall: like 15 years with the town of Davey last year, somehow. Well, when it switched from being done by the Executive Assistant to the Rec Department.

1008

02:14:58.730 --> 02:15:00.619

Cooper City Hall: Somehow Davey got cut out

1009

02:15:01.040 --> 02:15:10.719

Cooper City Hall: and we discussed it last year, and I thought that was Miss Wise that you guys were going to reach back out to Davey and re-engage with them.

1010

02:15:10.890 --> 02:15:12.950

Cooper City Hall: And so this year I was

1011

02:15:13.190 --> 02:15:26.560

Cooper City Hall: surprised when I saw that David did their own event and the firing, and did the grilling like they traditionally did, and everything. And we didn't. So I guess the question is, what what happened? Why did we not reconnect with Davey

1012

02:15:26.780 --> 02:15:27.920

Cooper City Hall: to

1013

02:15:28.180 --> 02:15:31.330

Cooper City Hall: do the event with them. Why, why did we?

1014

02:15:31.400 --> 02:15:55.359

Cooper City Hall: You know we did this event with them for 15 years last year, when I said, where were they. I was told that they didn't want to come. The Rec. Department showed me an email, and when I called the City manager he said it was because Cooper City advertised it without them, and they assumed that we no longer wanted to participate with them. So when they received a last minute email to come that he could not justify sending their towns resource to Cooper City. Only event

1015

02:15:55.880 --> 02:16:10.788

Cooper City Hall: so obviously that was a miscommunication when it went from our executive assistant doing it to the Rec. Department doing it. But I thought that that was gonna be rectified and that wasn't rectified this year. So what happened this year, Miss Wise, that we

1016

02:16:11.210 --> 02:16:13.400

Cooper City Hall: are not doing this event with the town of Davy

1017

02:16:16.860 --> 02:16:18.410

Cooper City Hall: in December.

1018

02:16:19.570 --> 02:16:30.510

Cooper City Hall: Okay, so I mean to me, it's like, what do we have to do to to get this back like we we did 15 year event with them, and because somebody dropped the ball.

1019

02:16:31.712 --> 02:16:53.949

Cooper City Hall: it's that's unacceptable to me. I, Davey has a very robust autism awareness, a a program within their fire department. I hope the sheriff's office catches up. But they're just not there yet, you know. Luckily, because of Captain Giovanni. Bso has the All, you know got the first autism awareness vehicle in Bso, which is a big deal, and they restarted their program.

1020

02:16:53.980 --> 02:17:16.550

Cooper City Hall: the, you know. But it's it's just a matter of fact that Bso isn't isn't where Dave is. So what happens is, we didn't have the demonstration where they put on the outfit for the children and and and the so I mean, it just upsets me that we cut out our neighbor, who really had the better program that we did with 15 years because of miscommunication, brought it up last year.

1021

02:17:16.580 --> 02:17:22.539

Cooper City Hall: and we did it again. So you know that that that's kind of bothersome for me.

1022

02:17:23.040 --> 02:17:30.399

Cooper City Hall: you know. How do we prevent that? I thought last year, when I brought this up it was gonna be prevented again. But how do we prevent that from happening again?

1023

02:17:40.070 --> 02:18:02.089

Cooper City Hall: But I I also think we need to like also contact Davey and like apologize and let them know there's a miscommunication because I understand where their city manager came from. I I'm not gonna just send a bunch of my town resources over when so really needs to be coordinated with them. You know what I mean, or does it need to do? We need to ask, you know, Miss Hudson, to do it for us, you know, because she had the institutional knowledge.

1024

02:18:02.290 --> 02:18:10.059

Cooper City Hall: I mean she, you know. So it's I just hate to see how could you have been to the one with Davey.

1025

02:18:10.139 --> 02:18:11.860

Cooper City Hall: How? Because you had it.

1026

02:18:12.197 --> 02:18:14.820

Cooper City Hall: Oh, I thought you meant there's separate one.

1027

02:18:14.830 --> 02:18:18.329

Cooper City Hall: So I've been to when we were combined, and I've been to.

1028

02:18:18.340 --> 02:18:37.010

Cooper City Hall: It's separate, I mean. Well, so they didn't do a demonstration. They didn't. They didn't grill like they would like they traditionally. So the Fire Union usually cooks out for the people there. I mean, it's it's a big difference, you know, at least for me, you know. And and one of the big things was

1029

02:18:37.270 --> 02:18:40.820

Cooper City Hall: say, putting on the outfit, showing the children

1030

02:18:41.030 --> 02:18:47.989

Cooper City Hall: not to be scared, or whatever they had done that last year, though I'm sorry so, and and again

1031

02:18:48.100 --> 02:18:50.329

Cooper City Hall: honing in on that. And and

1032

02:18:50.360 --> 02:18:54.569

Cooper City Hall: I've got to say yes. Something happened that

1033

02:18:54.700 --> 02:19:03.049

Cooper City Hall: there was miscommunication, and I'm not looking to blame fault. There was miscommunication with Davy. You know me. I'm inclusive and buying them back. But my problem

1034

02:19:03.510 --> 02:19:06.589

Cooper City Hall: is, where was my fire, chief

1035

02:19:06.950 --> 02:19:27.319

Cooper City Hall: in putting the uniforms on so in grilling. So here's the thing, providing what Steve Harrington wasn't just copied. His last year was his first year, so that was he wouldn't have known. So I brought it up to me, but he didn't know much better. There are other people you rely on. There are other people you ask.

1036

02:19:27.590 --> 02:19:39.050

Cooper City Hall: There are other people. If you're you're first in line of this is my first year. I don't know. Then look at what happened in the past. Look at the photos, and it'll tell you. But but it it was the Rec. Department that took it over from

1037

02:19:39.670 --> 02:19:46.599

Cooper City Hall: the. It used to be done by Tina, our executive assistant, when the Rec. Department took it over last year, for whatever reason

1038

02:19:46.660 --> 02:19:59.469

Cooper City Hall: the the miscommunication got dropped, and it it the fire department, you know they they could have done, and should have done a better job. Alright, that's your fault, sir.

1039

02:19:59.790 --> 02:20:13.530

Cooper City Hall: but you know what I mean. I mean, I I just wanna just get back to where it is. We had a good relationship with Davey. It was a great program. I would like to get it back if we can, and Mary and Commissioners. We'll we'll follow up with Davey and and coordinate our efforts. As well. Appreciate that.

1040

02:20:14.580 --> 02:20:16.140

Cooper City Hall: Go ahead.

1041

02:20:16.540 --> 02:20:20.449

Cooper City Hall: Well, who would you blame it for Jeff Commissioner Katzman.

1042

02:20:23.340 --> 02:20:32.609

Cooper City Hall: Thank you. So I will say it was a great event. I think, hearing some of the other things is better. We can do better.

1043

02:20:33.096 --> 02:20:38.970

Cooper City Hall: I'm sure we do post mortems for our events. So maybe that's something. And if we're not

1044

02:20:39.070 --> 02:20:41.199

Cooper City Hall: having a book or an online

1045

02:20:42.543 --> 02:20:46.489

Cooper City Hall: reservoir for the next person who does the event that would be helpful.

1046

02:20:47.133 --> 02:20:48.220

Cooper City Hall: So that

1047

02:20:48.430 --> 02:20:49.340

Cooper City Hall: you know

1048

02:20:49.770 --> 02:20:52.450

Cooper City Hall: someone wins a lottery. The next person comes in.

1049

02:20:53.460 --> 02:20:56.859

Cooper City Hall: They just look at the Guide. That would be great. I know that

1050

02:20:57.500 --> 02:20:59.591

Cooper City Hall: we've done that in other organizations.

1051

02:21:00.130 --> 02:21:05.800

Cooper City Hall: I want to commend the utilities department for your for all your hard work and everybody else who helped.

1052

02:21:08.430 --> 02:21:19.399

Cooper City Hall: really, 2 different issues happening all at once during a holiday. And it was. It was a challenging time. We you guys did the best you could, and you got us back in

1053

02:21:19.480 --> 02:21:24.239

Cooper City Hall: back business. We had to boil water for a few days, but it could have been worse. So thank you.

1054

02:21:26.210 --> 02:21:29.960

Cooper City Hall: 2 other things. I received

1055

02:21:30.040 --> 02:21:33.470

Cooper City Hall: some outreach from constituents who live in royal palm ranches.

1056

02:21:33.480 --> 02:21:36.309

Cooper City Hall: and they're having a lot of issues with flooding

1057

02:21:36.730 --> 02:21:38.882

Cooper City Hall: in that particular area.

1058

02:21:39.450 --> 02:21:49.430

Cooper City Hall: I had a meeting with them along with Mr. Vega and Mr. Shockley and and their team, and a few residents, and we had a we had several

1059

02:21:49.807 --> 02:22:01.179

Cooper City Hall: action items come out of that. So I wanna thank you all for that. But the reason that I wanna bring this up is we're we're obviously going to be renewing the the board soon.

1060

02:22:01.210 --> 02:22:03.279

Cooper City Hall: and I'd like to

1061

02:22:03.630 --> 02:22:20.349

Cooper City Hall: initiate a meeting of that board after it's renewed so that we can discuss those issues because some of the things that they need to discuss need resident input, including ownership of the roads, etc, making repairs. I know there's a lot of

1062

02:22:20.370 --> 02:22:31.830

Cooper City Hall: financial history. There's a lot of history and everything else, but they they would like to discuss it with their neighbors, and I think the right Forum would be the preservation board. But they can't call for the meeting because they don't have

1063

02:22:32.180 --> 02:22:33.619

Cooper City Hall: aboard yet. So

1064

02:22:34.056 --> 02:22:40.180

Cooper City Hall: if you can add that to the calendar, maybe late, may you know, for renewing them early may, or some sometime, and then

1065

02:22:40.510 --> 02:22:43.490

Cooper City Hall: near future. And then the last thing

1066

02:22:43.860 --> 02:22:48.862

Cooper City Hall: I mentioned this is my staff review. You. It was in your manager. Update about renewing the

1067

02:22:49.280 --> 02:22:55.036

Cooper City Hall: member of the Pension Board. I just would like to determine the best way to

1068

02:22:56.490 --> 02:23:00.839

Cooper City Hall: ensure that every member of our boards, whether the pension boards

1069

02:23:01.148 --> 02:23:06.719

Cooper City Hall: advisory boards, etc, is a resident cause. I know that Mr. Horwood's checked and there was no requirement.

1070

02:23:06.920 --> 02:23:10.769

Cooper City Hall: We we verified that this person is a member or resident. But

1071

02:23:12.080 --> 02:23:20.669

Cooper City Hall: Do we need to update bylaws? Is an ordinance resolution, an ordinance? So I'd like to ask you to, or I don't know if I need consensus to put

1072

02:23:21.150 --> 02:23:23.340

Cooper City Hall: an update to the ordinance, but I think

1073

02:23:23.360 --> 02:23:24.779

Cooper City Hall: but Jordans.

1074

02:23:24.870 --> 02:23:37.820

Cooper City Hall: the any pension board but any board we have, I think, should be comprised of resident. The the pension boards are set up to where 2 members are from board member people who are in the pension. Yeah.

1075

02:23:37.920 --> 02:23:51.280

Cooper City Hall: But these the manager appointments should be the code currently references, residents for police and fire, but not for the general employees.

1076

02:23:51.430 --> 02:23:52.180

Cooper City Hall: Okay.

1077

02:23:52.350 --> 02:23:53.040

Cooper City Hall: man.

1078

02:23:53.720 --> 02:24:03.620

Cooper City Hall: that's fine. And that's it. Thank you. Not a problem. I'm sorry is that is that consensus. You'd like me to work on ordinance. Thank you.

1079

02:24:03.930 --> 02:24:05.099

Cooper City Hall: Commission meloji.

1080

02:24:07.180 --> 02:24:09.939

Cooper City Hall: I think the autism event was

1081

02:24:10.040 --> 02:24:11.640

Cooper City Hall: very nice, I think.

1082

02:24:13.530 --> 02:24:16.860

Cooper City Hall: The people that I saw there seemed to be enjoying the event.

1083

02:24:16.940 --> 02:24:20.479

Cooper City Hall: I'm looking forward to the mother, daughter T.

1084

02:24:20.730 --> 02:24:36.939

Cooper City Hall: This weekend. I think it will be hopefully a great, mysterious event, so I can't wait for that. I to see what staff has in store for everyone, and to see everyone dressed up in a 19 twenties theme. So that will be very fun.

1085

02:24:39.030 --> 02:24:42.389

Cooper City Hall: and I hope everybody had a nice holiday. Thank you.

1086

02:24:43.620 --> 02:24:46.170

Cooper City Hall: Thank you. You don't mind

1087

02:24:46.330 --> 02:24:51.252

Cooper City Hall: if I make a thank you. Okay, too bad.

1088

02:24:52.307 --> 02:25:07.102

Cooper City Hall: I have a comment, insofar as the first off I mean you and your team terrific. No argument, and I had an opportunity to have Fp. And all contact me.

1089

02:25:08.290 --> 02:25:18.010

Cooper City Hall: I'm going to put them in touch with you and with the city manager. They may have a program that may assist, prevent and help.

1090

02:25:18.466 --> 02:25:26.390

Cooper City Hall: So I I didn't get into specifics. I said, talk to the people in the know. And so I'll have that set up for you.

1091

02:25:26.670 --> 02:25:29.759

Cooper City Hall: Not a problem. I also want to

1092

02:25:29.770 --> 02:25:34.910

Cooper City Hall: thank the city and and staff and mom and dads who brought their kids to work.

1093

02:25:35.530 --> 02:25:38.970

Cooper City Hall: I think it was Thursday, April 20, fifth.

1094

02:25:39.520 --> 02:25:41.519

Cooper City Hall: I must say

1095

02:25:42.170 --> 02:25:44.740

Cooper City Hall: I'm going to address 2 individuals.

1096

02:25:44.750 --> 02:25:47.809

Cooper City Hall: First is Jake Katzman.

1097

02:25:47.900 --> 02:25:53.270

Cooper City Hall: I want to just say, Thank you very much. I have it. I'm keeping it.

1098

02:25:53.340 --> 02:26:03.999

Cooper City Hall: And Cassius Eggleston, let me try and explain to you why I cannot have any control over ice cream in public schools.

1099

02:26:04.210 --> 02:26:13.750

Cooper City Hall: I may be the mayor of Cooper City, but I cannot control what goes on in the schools, so I can always ask that they have more ice cream. But I cannot promise you that.

1100

02:26:14.184 --> 02:26:28.120

Cooper City Hall: Having said that, I wanna thank everyone for the work that they have done. And with that, do I have any additional public comments? Anyone here in Cuckoo City a hall seeing none. Anyone on virtual? Do I have motion to adjourn.

1101

02:26:29.420 --> 02:26:30.290

Cooper City Hall: Yup. Hold.

1102

02:26:31.820 --> 02:26:32.850

Cooper City Hall: Dude!

1103

02:26:33.720 --> 02:26:35.010

Cooper City Hall: Yes, you did.

1104

02:26:35.530 --> 02:26:37.640

Cooper City Hall: Glad I didn't bet.



CITY OF COOPER CITY
CITY COMMISSION SPECIAL MEETING
Monday, May 06, 2024 at 5:00 PM
City Hall Auditorium | 9090 SW 50th Place

MINUTES

PLEDGE OF ALLEGIANCE -

Mayor Ross opened the meeting at 5:00 PM and led the assembly in the Pledge of Allegiance.

ROLL CALL

Present were Commissioners Mallozzi, Katzman, Shrouder, Green and Mayor Ross.

PUBLIC COMMENTS (3 MINUTES)

No public comments.

TOPIC FOR DISCUSSION

1. Discussion regarding the City Manager's resignation and next steps pertaining to the forthcoming vacancy in the City Manager Position. – Mayor Ross

Commissioner Green said he was not interested in having a special meeting as he wanted to receive information on the next steps.

Mayor Ross said the Commission sets the policies and procedures. He called the special meeting for the residents and staff. When a City Manager resigns the employees have concerns. He wants staff to know they recognize the concern and they want to take action as soon as possible.

Commissioner Shrouder said the City Manager is resigning for personal reasons and is relocating. The budget season is right around the corner and he wants to find a replacement as soon as possible. He asked City Manager Eggleston to outline the upcoming budget schedule. City Manager Eggleston said on May 28th there is the Public Input Workshop and on June 11th there is the Commission Input Budget Workshop. Staff will be internally working on the budget with a draft to the Commission on July 12th. Commissioner Shrouder wants to find a replacement as soon as possible and overlap the replacement with the current City Manager if possible so there is no lapse in knowledge.

Commissioner Katzman voiced is disappointed that City Manager Eggleston is leaving as he enjoyed working with him. He went back to the City Manager search less than a year ago to see where the Commission stood on other applicants. There seemed to be a consensus on two runners up, Arthur Krieger and Alex Rey. He happened to have Mr. Rey's phone number from the night of the interviews and called him to see if he was interested. He is currently doing some consulting but is interested. He would like his colleague's opinions on going back to the search conducted less than a year ago to find someone who is eager and ready to go.

Commissioner Mallozzi said while she appreciates Commissioner Shrouder's "go get em" attitude the City Manager has been here less than a year so how much institutional knowledge could he have. We are also missing two directors so how much institutional knowledge do we have in those departments.

She does not believe having an Interim City Manager will have any bearing on how the City is ran or the budget process. The Finance Director seems to be handling the finances well and the Acting Utilities Director and staff in Public Works have worked on budgets before. She does not want to rush the process as there was a reason why the other candidates were not picked. The Mayor stated prior with regard to the Special Magistrate selection process that we could miss potential applicants if they chose one individual without opening the process for applicants.

Mayor Ross said that the Special Magistrate was chosen so the precedent was set. He is not in favor of waiting. The search for the Public Works Director has been torpedoed twice. There are currently two potential candidates for the Public Works Director position and two potential candidates for the Utilities Director position. He likes the idea of the transition or overlap period. He went back and reviewed his votes from the selection process. He was the one who did not want an out of state candidate but City Manager Eggleston changed his mind. He thanked him for his work the past 10 months as he left the City in a better position than when he started. He asked if anyone called the other candidate Arthur Krieger. The Commission answered no. Mayor Ross said he is not interested in waiting. He would like to hear the Commissions thoughts on Alex Rey.

Commissioner Green said based on the poll at the meeting where the City Manager candidates were selected Mr. Rey was selected by Commissioners Shrouder and Katzman. Mr. Krieger was selected by Commissioner Mallozzi and himself. He agrees with moving this process ahead and he believes they should contact Mr. Krieger if Mr. Rey was contacted. He asked City Attorney Horowitz if there was a clause in the contract with Colin Baenziger that stated there would be no cost to the City if the individual did not stay for one year. City Attorney Horowitz answered yes, in the backup to the Mayor's agenda item this evening is a copy of the proposal from Colin Baenziger that was submitted when the Commission went through this exercise about a year and a half ago. Included in the warranty section it states that if the selected individual, that being Mr. Eggleston, leaves for any reason other than an act of God, such as total incapacitation or death within the first year they will repeat the search for the reimbursement of our expenses only. In other words, we're still within that 12 month window, and under the terms of their proposal, they would be required to conduct another search for the City. The City would only be responsible for their out of pocket expenses as part of that process. Commissioner Green asked his colleagues opinion on contacting the Mr. Krieger and also having Colin Baenziger conduct a search.

Commissioner Shrouder said they do have two Director Positions that need filled and Directors are usually hesitant to go somewhere where they are not sure who their boss is. The search for a City Manager can take six months. He is opposed to out of state candidates as it will take time for them to relocate and this is a situation where they need to fill the position immediately. He would like to contract Mr. Rey and have the Mayor attempt to negotiate a contract with him.

Commissioner Katzman said he does not want a long search. They need stability and it is not fair to have the employees keep serving in an interim capacity. They conducted a national search and they hired an individual who ultimately lasted 10 months. Some could argue that was not successful. He was impressed by Mr. Rey because of his experience and the locations of where he worked. Bringing someone in with his level of experience can steer the ship in the right direction. He has been a

Commissioner for less than two years and he has had two City Managers and one interim. That is not stability for our team. He would like to move forward with Mr. Rey.

Commissioner Mallozzi asked if Mr. Rey was being fired for cause when he applied to this City. Commissioner Shrouder responded Colin Baenziger said he was leaving because of a recent election. Commissioner Mallozzi said if she recalls correctly St. Petersburg launched an investigation into Mr. Rey. Commissioner Shrouder said Mr. Rey was with Miami Lakes for 28 years.

Mayor Ross said he held this meeting for the employees. He agrees with Commissioner Katzman that there has not been stability. They were heading in the right direction the last 10 months and they need to stay in that direction and handle this matter expeditiously. The difficulty he has with the search is that it will take months and they do not know who will apply. They do know they have an interested individual who they already interviewed. Mr. Rey did contact him this morning and said he was interested and can start within weeks. That meant something as the transition is important. Can the City last with interims absolutely but that is not the way to do business.

Commissioner Green said he does recall Mr. Rey and one of the reasons he did not vote for him was because he was quoted in the paper as saying he was retiring from one of his jobs. He wanted an individual who was interested in serving long term. He is saddened City Manager Eggleston has resigned but he understands why he resigned. There has been consistent instability in the City the past few years which he believes is due to the elected officials. He wants the Commission to allow the City Manager to handle the day to day operations. He asked why Mr. Rey did not reach out to the entire Commission. He said if Mr. Rey did not have the respect to reach out to him as a senior elected official he will not receive his support again.

Commissioner Shrouder said Mr. Rey probably did not contact Commissioner Green as he declined to interview him previously.

Commissioner Shrouder made a motion to have Mayor Ross reach out to Mr. Rey and negotiate with him and bring back the result to the Commission. If they cannot reach an agreement the Commission can move on.

City Attorney Horowitz said if a member of the Commission is delegated specific authority to negotiate with an incoming prospective manager we need to coordinate public meetings between the Mayor and Mr. Rey to have that conversation.

Commissioner Green clarified he did not decline to interview Mr. Rey He ran out of time with the candidates. He also did not interview Mr. Hernandez.

Commissioner Katzman said he read in the minutes that Commissioner Green said "I apologize for not having enough time to interview you" when speaking to a candidate. Every Commissioner had a set amount of time to interview each candidate.

Commissioner Green said he was late to the interviews due to his job.

Commissioner Mallozzi said she did not receive a call from Mr. Rey either. She said on June 18th of 2023 there was an article published that stated there would be an investigation launched into claims of a toxic work environment surrounding Mr. Rey in St Petersburg. The City Commission stripped Mr. Rey of his authority to act without approval by the Commission. She believes this will be a disservice to the employees. She wants to work with Colin Baenziger and look for a pool of candidates. This will be a much shorter timeframe as the firm is already aware of the Commission's needs.

Mayor Ross said just because it is written in a newspaper does not mean it is true. He gets his information from the source.

Commissioner Katzman asked City Manager Eggleston if he has ever been fired as a City Manager. City Manager Eggleston answered just once without cause. Commissioner Katzman said Mr. Krieger was fired before as well. That is a common thing in City management. Elections can change situations.

MOTION: Commissioner Shrouder moved to delegate the authority to Mayor Ross to negotiate with Alex Rey and to bring back the matter before the Commission. Commissioner Katzman seconded the motion which prevailed by the following roll call vote. (3-2)

NO: Commissioner Mallozzi and Green

YES: Commissioners Katzman, Shrouder and Mayor Ross

Commissioner Shrouder asked if they need to delegate anything additional to Mayor Ross. City Attorney Horowitz said the Mayor has the delegated authority to open up the door with Mr. Rey for a conversation and discussion and bring back a proposal to the Commission. Commissioner Shrouder asked how soon Mayor Ross can work on discussions. Mayor Ross will conduct the negotiations before the next meeting in eight days.

Commissioner Mallozzi asked why Mayor Ross is handling the negotiations as opposed to the City Attorney. Mayor Ross said the City Attorney will be present.

Commissioner Green said it seems Mayor Ross will have an unfair advantage as he is negotiating on behalf of the Commission. He would prefer the City Attorney to negotiate. Before City Manager Napoli was hired there was an issue involving a candidate named Tom Jones as he worked with Commissioner Green.

Mayor Ross said the meeting will be noticed in the sunshine.

Commissioner Green asked if the other elected officials can have input. City Attorney Horowitz answered yes to the extent that any member of the Commission wanted to sit and not participate but view the negotiations as they were taking place they would be public meetings with notice, minutes taken and unfettered public access.

ADDITIONAL PUBLIC COMMENTS (3 MINUTES)

No additional comments.

ADJOURNMENT

The meeting adjourned at 5:48 PM.

The minutes of the Special Commission Meeting of May 6, 2024 were approved during the Regular City Commission Meeting of May 14, 2024.

Greg Ross, Mayor

Tedra Allen, City Clerk

ADA NOTICE

This meeting is open to the public. In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this meeting because of that disability should contact the Office of the City Clerk, 954-434-4300 ext. 220, not later than two days prior to such proceeding. One or more members of the City of Cooper City Advisory Boards may be in attendance and may participate at the meeting. Anyone wishing to appeal any decision made by the Cooper City Commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Agenda items may be viewed online at www.coopercity.gov or at the Office of the City Clerk, City of Cooper City, 9090 SW 50 Place, Cooper City, Florida, 33328, 954-434-4300.

DECORUM

Members of the Commission, staff members, citizens, and others are required to use civil and appropriate language when addressing the Commission or anyone present at the meeting and must refrain from using profanity, cursing, or exhibiting aggressive or threatening behavior. All comments should generally be directed to the presiding officer and not to individual members of the Commission, staff, or the audience. No personal verbal attacks toward any individual by either the Commission, staff, citizens, or others shall be allowed during any meeting of the Commission.

Any persons making impertinent or slanderous remarks or personal attacks or who becomes boisterous while addressing the Commission or who otherwise violates the decorum rules set forth herein shall be barred from further audience before the Commission by the Mayor, or by request of any member of the Commission unless

permission to continue or again address the Commission be granted by a majority vote of the Commission members present.

WEBVTT

1

00:00:00.060 --> 00:00:01.340

Cooper City Hall: 3 kids in class.

2

00:00:03.420 --> 00:00:04.350

Cooper City Hall: And

3

00:00:05.838 --> 00:00:14.400

Cooper City Hall: good afternoon, ladies and gentlemen, and welcome to the Cooper City special meeting today. It's Monday, May sixth, 5 Pm.

4

00:00:14.880 --> 00:00:19.459

Cooper City Hall: And I would like to please ask you to join me in the pledge of allegiance.

5

00:00:21.080 --> 00:00:34.189

Cooper City Hall: I pledge allegiance to the flag of the United States of America and to the Republic for which it stands. One nation under God, indivisible with liberty and justice for all. Thank you. May I have roll call, please.

6

00:00:37.210 --> 00:00:44.100

Cooper City Hall: Commissioner lowsing. Yeah, Commissioner Katzman, Commissioner Schouder, here, Commissioner Green, here, Mayor Ross, here

7

00:00:44.150 --> 00:00:46.020

Cooper City Hall: do we have any public comments?

8

00:00:47.040 --> 00:00:49.050

Cooper City Hall: No, sir, anyone on virtual.

9

00:00:50.090 --> 00:01:01.490

Cooper City Hall: Thank you. Then the topic for discussion right now is regarding the city manager's resignation, and next steps pertaining to the forthcoming vacancy, and the city manager's position.

10

00:01:01.740 --> 00:01:06.336

Cooper City Hall: At this point I will open it up to the Commission and

11

00:01:06.950 --> 00:01:09.180

Cooper City Hall: start with Commissioner Green.

12

00:01:12.850 --> 00:01:15.215

Cooper City Hall: Yeah, I was hoping, Mayor Ross.

13

00:01:16.490 --> 00:01:26.640

Cooper City Hall: you know I see that you put this on the agenda. I know that when we were contacted at least I can only speak for myself. But when we were when I was contacted by the city manager, city attorney's office.

14

00:01:27.320 --> 00:01:29.920

Cooper City Hall: I had indicated that

15

00:01:30.190 --> 00:01:35.460

Cooper City Hall: I was not interested in having a special meeting

16

00:01:35.877 --> 00:01:45.720

Cooper City Hall: because I wanted to know what the steps were going to moving forward. And so, when this came on the agenda, when or when the special meeting was called, I was hoping

17

00:01:45.840 --> 00:01:46.760

Cooper City Hall: that

18

00:01:50.940 --> 00:01:54.390

Cooper City Hall: That we would be that I was going to be provided with information.

19

00:01:55.370 --> 00:02:18.470

Cooper City Hall: Well, we get to set the policies and procedures, and I gotta be honest with you the reason why I did call special meeting was number one, so that the residents can understand what is happening and that we are totally transparent. I think this time I'd say more importantly, so that the employees know what's happening, and when a manager resigns.

20

00:02:18.500 --> 00:02:24.440

Cooper City Hall: for whatever reason, and I respect the the reason behind it. They're concerned.

21

00:02:24.480 --> 00:02:34.069

Cooper City Hall: and I think I would like to address their concerns of we recognize it. We hear it, we see it, and we're going to do something about it as quick as we possibly can.

22

00:02:34.820 --> 00:02:36.400

Cooper City Hall: Having said that.

23

00:02:37.440 --> 00:02:38.589

Cooper City Hall: Commissioner Charlotte.

24

00:02:39.400 --> 00:02:39.950

Cooper City Hall: Sure

25

00:02:42.170 --> 00:02:59.323

Cooper City Hall: So, for the public that doesn't know the manager is. Let us know he's gonna resign for some personal reasons. He's gonna relocate somewhere, he thinks is nicer. I think it's probably colder. But you know one thing, I told him today I think I might actually miss you, which is not, you know.

26

00:03:00.070 --> 00:03:05.303

Cooper City Hall: not common for me to say that. But yeah, nonetheless.

27

00:03:06.070 --> 00:03:14.640

Cooper City Hall: I think we. It's important that we I didn't call for this. But I'm I'm happy. We are. It's important. We look at a few dates, and I think we have to move things along.

28

00:03:14.710 --> 00:03:43.220

Cooper City Hall: I'm trying to pull up that schedule. I don't know if you manager knows off top of his head with the budget coming up. But I've learned that if we're going to have to find a replacement sooner is better than later. Last thing you wanna do is pass a have when you have a manager come in under someone else's budget that could be complicated. So we have Mr. Aguil for 60 days. I I would. I think we need to get to trying to find a replacement. I hate to adopt anything from the School Board.

29

00:03:43.250 --> 00:03:48.790

Cooper City Hall: These are usually wrong, but I I think this last time they got it right by trying to move things along instead of going, you know.

30

00:03:48.820 --> 00:04:02.539

Cooper City Hall: into a spiral. So I know, on that off top of my head. Mr. Egalston, what were some of those dates that were coming up? And I'm I'm just only asking this, because I think we need to try to find make sure we're

31

00:04:02.630 --> 00:04:05.320

Cooper City Hall: doing things in performance with this budget season.

32

00:04:06.110 --> 00:04:07.929

Cooper City Hall: I know May 20, eighth or something.

33

00:04:07.940 --> 00:04:10.899

Cooper City Hall: Certainly, Commissioner Schrader, may 28 is

34

00:04:10.940 --> 00:04:17.539

Cooper City Hall: our public input, that kind of kicks off the budget process from the public side. So the public input budget meeting

35

00:04:18.104 --> 00:04:23.320

Cooper City Hall: and then we have June eleventh, the commission budget input workshop.

36

00:04:23.530 --> 00:04:35.590

Cooper City Hall: And then obviously, we'll, you know, internally, staff working on the budget. And then the first draft physical draft where you all can see it and touch it and review it is July twelfth.

37

00:04:35.860 --> 00:04:53.949

Cooper City Hall: Okay, so to to sum up what I would what I my thoughts Mr. Mayor. So I think we need to try to find a replacement as soon as possible, and, if possible, overlap them with the manager, so that there is no loss of knowledge, or whatever you want to call it, and everything is seamless

38

00:04:54.240 --> 00:04:58.690

Cooper City Hall: as or seamless as possible. Thank you, Commissioner Katzman.

39

00:04:58.880 --> 00:05:07.576

Cooper City Hall: Thank you. Couple of things, Mr. Egalsen. I'm I was surprised when you gave me the news.

40

00:05:08.180 --> 00:05:14.020

Cooper City Hall: Disappointed that we're not gonna have you anymore. I really like working with you like working with you.

41

00:05:15.790 --> 00:05:16.930

Cooper City Hall: you know, we

42

00:05:16.960 --> 00:05:18.830

Cooper City Hall: we went through a process

43

00:05:19.080 --> 00:05:20.660

Cooper City Hall: less than a year ago.

44

00:05:21.070 --> 00:05:25.090

Cooper City Hall: and we all we voted 5. Oh.

45

00:05:25.280 --> 00:05:26.550

Cooper City Hall: although we had it like

46

00:05:26.950 --> 00:05:31.170

Cooper City Hall: wrangle someone in. But we we voted 50, to bring you here!

47

00:05:32.950 --> 00:05:35.870

Cooper City Hall: And I thought the process was pretty strong.

48

00:05:36.775 --> 00:05:37.429

Cooper City Hall: So

49

00:05:38.300 --> 00:05:44.810

Cooper City Hall: I went back, and I'm looking at the book now. But I went back and looked at the other candidates who were

50

00:05:44.960 --> 00:05:47.689

Cooper City Hall: who it applied to see

51

00:05:49.320 --> 00:05:53.849

Cooper City Hall: where we stood on them. I know that we have us a straw

52

00:05:53.870 --> 00:05:59.979

Cooper City Hall: preference that's on our desk that showed where people voted. I went back and looked at the minutes of the meeting.

53

00:06:00.380 --> 00:06:03.890

Cooper City Hall: and there seemed to be consensus around to

54

00:06:04.500 --> 00:06:05.650

Cooper City Hall: runners, up

55

00:06:06.440 --> 00:06:07.710

Cooper City Hall: which were

56

00:06:08.200 --> 00:06:10.450

Cooper City Hall: Alex Ray and A. J. Krieger.

57

00:06:10.750 --> 00:06:13.489

Cooper City Hall: A. J. Was from another state.

58

00:06:13.500 --> 00:06:15.089

Cooper City Hall: Alex was local.

59

00:06:15.320 --> 00:06:16.150

Cooper City Hall: So

60

00:06:16.540 --> 00:06:21.759

Cooper City Hall: I happen to have Alex's phone number because he called me that night and thanked me for interviewing him.

61

00:06:22.000 --> 00:06:23.280

Cooper City Hall: and I saved it.

62

00:06:23.480 --> 00:06:28.679

Cooper City Hall: It's also in the book, and I called them up, and I said, Would you be interested in

63

00:06:29.620 --> 00:06:35.670

Cooper City Hall: coming to Cooper City. What are you up to? He's doing some consulting now. He said he'd be interested, so

64

00:06:36.360 --> 00:06:41.579

Cooper City Hall: I just wanted to see what people thought about going back to the search that we already did, and

65

00:06:42.340 --> 00:06:46.129

Cooper City Hall: finding someone who's eager and ready to go.

66

00:06:46.910 --> 00:06:48.979

Cooper City Hall: Thank you, Christian Maloji.

67

00:06:52.740 --> 00:07:08.049

Cooper City Hall: So I appreciate Commissioner Shrouter's. Go get him attitude and his opinion. But I do disagree because the reality is, and and I mean this with all due respect to everyone and all parties concerned.

68

00:07:08.110 --> 00:07:14.920

Cooper City Hall: The city manager's been here less than a year. So really, how much institutional knowledge does he really have? Because he doesn't?

69

00:07:15.508 --> 00:07:20.350

Cooper City Hall: And we're missing 2 directors and prior to them.

70

00:07:20.640 --> 00:07:28.440

Cooper City Hall: So you know how much institutional knowledge do we have in those departments that we're going to be missing during budget. So whether we have

71

00:07:29.068 --> 00:07:33.852

Cooper City Hall: an interim city manager that's been interim for

72

00:07:34.920 --> 00:07:36.410

Cooper City Hall: several times.

73

00:07:36.420 --> 00:07:56.669

Cooper City Hall: pre and post or pre enduring the city manager and potentially post the city manager. It will have, in my opinion, no bearing on how the city is run and the budget. The people that are in the city. The finance director that everybody has praised seems to know what he's doing, and seems to be handling the finances.

74

00:07:57.720 --> 00:08:04.274

Cooper City Hall: And I think the people that we have in place at this point. As far as

75

00:08:04.810 --> 00:08:15.290

Cooper City Hall: our assistant director for utilities he seems to be. I'm giving you the thumbs up. He seems to be Ok with what he's doing in reference to the budget.

76

00:08:15.330 --> 00:08:20.700

Cooper City Hall: And we have people that have done budgets before in our Public Works department.

77

00:08:21.010 --> 00:08:24.850

Cooper City Hall: So there are several other people that

78

00:08:26.840 --> 00:08:27.980

Cooper City Hall: I think

79

00:08:29.910 --> 00:08:34.080

Cooper City Hall: are available that can potentially do the job

80

00:08:34.179 --> 00:08:40.389

Cooper City Hall: that we should reach out for. And I don't want to jump the gun on anyone, and there's a reason that

81

00:08:40.460 --> 00:08:43.000

Cooper City Hall: the people that were not picked were not picked.

82

00:08:43.590 --> 00:08:45.970

Cooper City Hall: so I don't want to

83

00:08:46.620 --> 00:08:49.160

Cooper City Hall: to push the city in any position.

84

00:08:50.430 --> 00:08:58.500

Cooper City Hall: and I think that I'm not jumping the gun. I don't like moving quickly in anything, and there's I believe it was.

85

00:08:58.570 --> 00:09:10.330

Cooper City Hall: Gosh! I'm quoting the mayor, shoot me now. I believe it was the mayor that said in reference to the magistrate, that if we don't open things up to other

86

00:09:10.430 --> 00:09:12.020

Cooper City Hall: candidates.

87

00:09:12.220 --> 00:09:15.390

Cooper City Hall: We don't know what we're potentially missing.

88

00:09:15.660 --> 00:09:22.400

Cooper City Hall: And if that's with a magistrate position, what then? Are we potentially missing

89

00:09:22.540 --> 00:09:23.580

Cooper City Hall: for

90

00:09:23.680 --> 00:09:29.020

Cooper City Hall: a a city manager now? So that's my 2 cents at this point.

91

00:09:29.640 --> 00:09:31.629

Cooper City Hall: Well, you didn't listen

92

00:09:31.810 --> 00:09:36.180

Cooper City Hall: quite well that time, because you all decided to

93

00:09:36.200 --> 00:09:39.910

Cooper City Hall: vote for Mr. Kleman, so that's a done Deal.

94

00:09:39.950 --> 00:09:44.950

Cooper City Hall: So we have said, I'm sorry. I thought I was talking, but we did open it up, users. I thought I was talking

95

00:09:47.580 --> 00:09:48.560

Cooper City Hall: so

96

00:09:49.070 --> 00:09:50.530

Cooper City Hall: without the

97

00:09:50.580 --> 00:09:51.710

Cooper City Hall: are you through

98

00:09:53.480 --> 00:09:55.190

Cooper City Hall: without the

99

00:09:58.810 --> 00:10:01.729

Cooper City Hall: process taking place? We have said, a

100

00:10:02.180 --> 00:10:03.190

Cooper City Hall: person in

101

00:10:04.670 --> 00:10:05.849

Cooper City Hall: good or bad.

102

00:10:06.350 --> 00:10:08.259

Cooper City Hall: it will be determined later.

103

00:10:09.290 --> 00:10:11.840

Cooper City Hall: I am not in favor of waiting

104

00:10:12.150 --> 00:10:23.020

Cooper City Hall: because waiting. You don't have to whisper. Of course we all hear you saying. But again, I'm going to ask you to maintain your professionalism, and under the decorum policy.

105

00:10:23.040 --> 00:10:24.939

Cooper City Hall: Allow me to finish speaking

106

00:10:26.886 --> 00:10:28.750

Cooper City Hall: with no further comments.

107

00:10:30.050 --> 00:10:32.939

Cooper City Hall: The fact that we have

108

00:10:33.320 --> 00:10:37.489

Cooper City Hall: put forth the effort, and I appreciate what the city manager has done

109

00:10:37.850 --> 00:10:42.449

Cooper City Hall: in putting forth the effort in trying to get a public Works director, which

110

00:10:43.080 --> 00:10:46.520

Cooper City Hall: candidly, has been torpedoed twice.

111

00:10:48.280 --> 00:10:51.960

Cooper City Hall: and at this point we have a

112

00:10:52.290 --> 00:10:54.739

Cooper City Hall: but one or 2 potential candidates

113

00:10:55.610 --> 00:11:00.679

Cooper City Hall: and one or 2 potential candidates for utilities as well.

114

00:11:01.720 --> 00:11:02.610

Cooper City Hall: 3.

115

00:11:03.000 --> 00:11:09.290

Cooper City Hall: We are sitting in in a bird's bird's eye seat at this point. To act.

116

00:11:09.570 --> 00:11:11.569

Cooper City Hall: To do anything but act

117

00:11:11.580 --> 00:11:13.870

Cooper City Hall: is to literally

118

00:11:14.010 --> 00:11:14.960

Cooper City Hall: of

119

00:11:18.810 --> 00:11:20.450

Cooper City Hall: be not performing our

120

00:11:20.460 --> 00:11:21.470

Cooper City Hall: duties.

121

00:11:21.780 --> 00:11:26.100

Cooper City Hall: and to the end I intend on performing my duties.

122

00:11:26.400 --> 00:11:31.600

Cooper City Hall: and I like the idea, and I forget who said it about the transition period.

123

00:11:31.670 --> 00:11:33.000

Cooper City Hall: that

124

00:11:33.690 --> 00:11:35.440

Cooper City Hall: if we can do that.

125

00:11:36.330 --> 00:11:38.069

Cooper City Hall: that would be very helpful.

126

00:11:39.100 --> 00:11:43.670

Cooper City Hall: It doesn't mean institutional knowledge as much as it is

127

00:11:44.150 --> 00:11:47.620

Cooper City Hall: keeping the person who's coming in up to speed.

128

00:11:50.120 --> 00:11:51.100

Cooper City Hall: I

129

00:11:51.260 --> 00:11:54.899

Cooper City Hall: appreciate what you did, Commissioner.

130

00:11:56.007 --> 00:11:57.980

Cooper City Hall: In reviewing this.

131

00:11:58.380 --> 00:12:01.200

Cooper City Hall: and you know again

132

00:12:01.290 --> 00:12:03.670

Cooper City Hall: I'm looking back at how I voted.

133

00:12:06.520 --> 00:12:09.280

Cooper City Hall: And it's funny, because if y'all remember.

134

00:12:09.530 --> 00:12:12.900

Cooper City Hall: I was the one who said, I don't want anyone Fromatt state.

135

00:12:14.140 --> 00:12:15.910

Cooper City Hall: Well, you've changed my mind.

136

00:12:16.340 --> 00:12:21.950

Cooper City Hall: and and it was a good selection, and unfortunately, because of the personal reasons I get it.

137

00:12:22.050 --> 00:12:27.970

Cooper City Hall: So I thank you for the 10 months you've left us in a better position than were when you came.

138

00:12:29.290 --> 00:12:31.329

Cooper City Hall: and then we have to take a look

139

00:12:31.850 --> 00:12:34.320

Cooper City Hall: at options or alternatives.

140

00:12:35.900 --> 00:12:38.189

Cooper City Hall: and there are different ways of handling this.

141

00:12:38.500 --> 00:12:40.300

Cooper City Hall: but not expeditiously.

142

00:12:41.800 --> 00:12:44.069

Cooper City Hall: expeditiously, is

143

00:12:44.310 --> 00:12:45.619

Cooper City Hall: you take a look.

144

00:12:45.810 --> 00:12:48.289

Cooper City Hall: We've been through the procedure.

145

00:12:48.750 --> 00:12:49.960

Cooper City Hall: We have

146

00:12:50.550 --> 00:13:01.999

Cooper City Hall: the 2 others who you've already mentioned A. JK. Krieger and Alex Ray. I know you contacted Alex. I'll ask you if you contacted Aj. Krieger.

147

00:13:02.310 --> 00:13:15.469

Cooper City Hall: No, okay. Has has any. Has anyone contact one of point of information, and please correct me if I'm wrong. But I thought Commissioner Kasman said that Alex Reyes had contacted him

148

00:13:16.060 --> 00:13:18.530

Cooper City Hall: after she said, thank you for the interview.

149

00:13:18.550 --> 00:13:24.330

Cooper City Hall: He he called me the day that we made the decision, so I saved his number.

150

00:13:25.171 --> 00:13:28.820

Cooper City Hall: Okay, so he didn't call you. He didn't call you recently.

151

00:13:29.060 --> 00:13:30.799

Cooper City Hall: No, I called him okay.

152

00:13:31.070 --> 00:13:39.519

Cooper City Hall: Okay, no, that's all. I that's because I didn't know if he, if he had reached out my second choice at the time. Thank you, Mayor.

153

00:13:39.590 --> 00:13:40.760

Cooper City Hall: I

154

00:13:41.140 --> 00:13:46.394

Cooper City Hall: you know again I still have that that bias, although you've taught me differently

155

00:13:46.950 --> 00:13:53.899

Cooper City Hall: from being going out of state. But again, when I'm trying to be as expeditious as possible.

156

00:13:56.130 --> 00:13:57.570

Cooper City Hall: then you look back

157

00:13:58.080 --> 00:13:59.689

Cooper City Hall: on our tree.

158

00:14:01.050 --> 00:14:02.709

Cooper City Hall: He is a candidate.

159

00:14:04.950 --> 00:14:07.720

Cooper City Hall: There are others that can always throw the hat in.

160

00:14:08.480 --> 00:14:16.889

Cooper City Hall: But at this point I'm not into. Well, let's wait, and let's do an interim, and maybe this, and maybe that. I'm looking for a solution.

161

00:14:17.560 --> 00:14:19.630

Cooper City Hall: and that, I think, is important.

162

00:14:20.632 --> 00:14:22.559

Cooper City Hall: Having said that.

163

00:14:22.750 --> 00:14:24.180

Cooper City Hall: I'd like to

164

00:14:24.500 --> 00:14:27.119

Cooper City Hall: see where we are.

165

00:14:27.350 --> 00:14:30.499

Cooper City Hall: The name of Alatray has been tossed around

166

00:14:31.090 --> 00:14:32.040

Cooper City Hall: that I'm

167

00:14:33.530 --> 00:14:37.950

Cooper City Hall: we can there, there are lots of different ways of handling it.

168

00:14:38.430 --> 00:14:43.809

Cooper City Hall: so I'll go go once around commission. Agree? Thank you, Mayor Ross and I know that

169

00:14:44.220 --> 00:14:47.779

Cooper City Hall: Alex. Ray, based on the straw preference of

170

00:14:47.900 --> 00:14:59.199

Cooper City Hall: of the commission. Alex Ray was one of the candidates selected by Commissioner
Commissioner Katzman.

171

00:15:00.960 --> 00:15:03.949

Cooper City Hall: and I believe Commissioner Schouder.

172

00:15:05.186 --> 00:15:12.120

Cooper City Hall: Aj. Krieger Krager was strong candidates that myself

173

00:15:12.140 --> 00:15:15.520

Cooper City Hall: and Commissioner Malozi had

174

00:15:15.934 --> 00:15:17.855

Cooper City Hall: had reached out, or had

175

00:15:18.940 --> 00:15:20.740

Cooper City Hall: made a selection for

176

00:15:23.210 --> 00:15:26.050

Cooper City Hall: But, Mayor, I do agree with you in terms of

177

00:15:28.230 --> 00:15:30.940

Cooper City Hall: not sitting on this, and

178

00:15:31.421 --> 00:15:35.210

Cooper City Hall: making sure that we move forward in the process.

179

00:15:37.920 --> 00:15:38.910

Cooper City Hall: if

180

00:15:39.600 --> 00:15:42.309

Cooper City Hall: and I and I'd like to hear what the rest of my colleagues

181

00:15:42.320 --> 00:15:44.059

Cooper City Hall: have to say about this.

182

00:15:44.790 --> 00:15:47.229

Cooper City Hall: I would love for us to

183

00:15:48.213 --> 00:15:49.700

Cooper City Hall: if Mr.

184

00:15:50.190 --> 00:16:17.079

Cooper City Hall: Reyes reached out to, or if one of our Commissioners contacted Mr. Reyes recently, I think that if we, as a city, if we're going to move forward, then perhaps we need to contact Mr. Krieger as well, since 2 of the elected officials up here was in support of not only Mr. Krieger, but also Mr. Eggleston.

185

00:16:18.680 --> 00:16:22.509

Cooper City Hall: to to to determine if there's any interest.

186

00:16:23.141 --> 00:16:28.018

Cooper City Hall: With that individual as well. If there isn't, then

187

00:16:29.530 --> 00:16:33.329

Cooper City Hall: I don't know. And this is a question really for

188

00:16:33.660 --> 00:16:34.460

Cooper City Hall: Mr.

189

00:16:36.930 --> 00:16:38.640

Cooper City Hall: Mr. Horowitz.

190

00:16:39.090 --> 00:16:41.579

Cooper City Hall: So the firm that we hired last

191

00:16:42.950 --> 00:16:43.780

Cooper City Hall: both

192

00:16:43.870 --> 00:16:49.460

Cooper City Hall: to do the to do the national search for the city manager.

193

00:16:49.770 --> 00:16:55.890

Cooper City Hall: Were there any? If we didn't keep the Cm. For more than a year?

194

00:16:56.120 --> 00:17:03.029

Cooper City Hall: Was there anything contractually that that we could where we could reach back out to them.

195

00:17:03.200 --> 00:17:30.680

Cooper City Hall: Thank you. Good evening, Mayor Commission, Commissioner Green. The the answer to the short answer to your question is yes, and in the backup to the mayor's agenda item this evening is a copy of the proposal from Colin Basinger that was submitted when the Commission went through this exercise about a year and a half ago, included in the warranty section. It states that if the selected individual, that being Mr. Eggleston, leaves for any reason other than an act of God, such as total incapacitation or death. Within the first year

196

00:17:30.680 --> 00:17:47.209

Cooper City Hall: column, vendor and associates will repeat search for the reimbursement of our expenses only. In other words, we're still within that 12 month window, and under the terms of their proposal, they'd be required to Ca conduct another search for the city. The city would only be responsible for their out of pocket expenses as part of that process.

197

00:17:47.440 --> 00:17:57.310

Cooper City Hall: Okay, I'd like to know what my colleagues think about that, because I I certainly would like. For if there were 2

198

00:17:57.950 --> 00:17:58.740

Cooper City Hall: of

199

00:18:00.020 --> 00:18:25.920

Cooper City Hall: if there were 2 candidates that were in this drop preference a year ago that in all transparency and fairness that both of them should be contacted through the firm that we hired, and perhaps because it's it's you know, it's within 12 months. Maybe there are some additional candidates that may that may come about. I just don't want to

200

00:18:26.060 --> 00:18:32.160

Cooper City Hall: while we have 2 prospective candidates.

201

00:18:32.230 --> 00:18:33.670

Cooper City Hall: I certainly

202

00:18:33.800 --> 00:18:35.389

Cooper City Hall: don't want to

203

00:18:36.100 --> 00:18:37.839

Cooper City Hall: be in a position where

204

00:18:37.930 --> 00:18:43.589

Cooper City Hall: I'm forced to just make a decision on just 2 candidates when quite possibly.

205

00:18:43.917 --> 00:18:53.012

Cooper City Hall: there may be some other some other candidates. So that's kind of where I'm at. I'd like to hear what my colleagues have to say on this matter as well. Thank you, Mayor.

206

00:18:54.110 --> 00:18:55.661

Cooper City Hall: Yes, a few things.

207

00:18:56.390 --> 00:19:02.127

Cooper City Hall: we do have. We do have 2 directors, positions that need to be filled, and

208

00:19:03.010 --> 00:19:13.579

Cooper City Hall: to that point. Directors are usually hesitant to go somewhere when they're not sure who their boss is going to be, so I think by delaying, we run the risk of not being able to fill those positions.

209

00:19:13.949 --> 00:19:28.289

Cooper City Hall: Yes, I think the search company gives us a a warranty, but it's really nominal money. When you're talking about the timeframe to go back out for a search, we're talking probably 6 months. There were 2 candidates that

210

00:19:28.300 --> 00:19:34.020

Cooper City Hall: you could say came in second, I would say one of them came in first, because they had more first place than the other one.

211

00:19:34.392 --> 00:19:56.570

Cooper City Hall: But that's either here nor there. I am opposed to out of State candidates because there is a learning curve. It will take time for them to move down here, and this is a situation where we, I think the best course of action is to immediately fill it and move on, and not to wait. If we gonna do a search. It's gonna take a long time. So time

212

00:19:57.410 --> 00:20:11.999

Cooper City Hall: leaving those those vacant positions, the budget. Those are all things. Why, I think we need to move on the warranty. I think that that's a you're defraying like \$20,000 in cost or something like that, because I think we pay 34,000. But there was also.

213

00:20:12.250 --> 00:20:15.700

Cooper City Hall: you know, I should say, 20,000 fees someone was cost. So it's really

214

00:20:16.280 --> 00:20:24.240

Cooper City Hall: that's nothing. When you're when you run, when you're messing, you know, if you don't have somebody in these spots, you can easily waste that money.

215

00:20:24.810 --> 00:20:28.489

Cooper City Hall: I I'm obviously gonna advocate for Alex Ray, because that was the one who I

216

00:20:28.620 --> 00:20:52.519

Cooper City Hall: has my only pick. I think we should. If he's willing to to serve, I think we should have the the mayor reach out to him and attempt to negotiate a contract. If it doesn't work, then then we can go back out, or we could look at an interim basis or something, but that's what I wanna do. I wanna

move this along and like I said, I hate to take something from the school board, but I think this last time was the best time they've had. Instead of

217

00:20:52.520 --> 00:21:10.589

Cooper City Hall: going back out for search committees and and continuing to be in purgatory, they they moved along. They move the district along. So that's my opinion. I wanna you know, ask the mayor to go out negotiate with Mr. Ray. Come back with us for something. If it doesn't work out, if we can't meet it

218

00:21:10.650 --> 00:21:21.389

Cooper City Hall: well, then, we can. We could figure out the next steps, but that's what I'd like to do. Thank you. Commission. Thanks. I don't want a long search. I think we need stability.

219

00:21:21.570 --> 00:21:23.399

Cooper City Hall: I think we need

220

00:21:23.670 --> 00:21:29.900

Cooper City Hall: a manager who can lead here, and I don't think it's fair to put our directors into these positions of

221

00:21:29.980 --> 00:21:33.899

Cooper City Hall: having to fill in anymore. We went with the national search.

222

00:21:34.260 --> 00:21:38.740

Cooper City Hall: We got the candidates. We hired one great guy, but

223

00:21:39.438 --> 00:21:41.729

Cooper City Hall: ultimately he lasted 10 months.

224

00:21:41.910 --> 00:21:48.209

Cooper City Hall: So we we did the National search, and one could argue, based on that evidence that

225

00:21:48.390 --> 00:21:49.949

Cooper City Hall: it was not successful.

226

00:21:52.070 --> 00:22:00.830

Cooper City Hall: I was very impressed by Mr. Ray because of his experience, also because of the locations where he's worked, and I

227

00:22:01.180 --> 00:22:07.610

Cooper City Hall: firmly believe he he was the other best candidate. I know that I looked back at the minutes. I know that

228

00:22:07.850 --> 00:22:15.519

Cooper City Hall: other colleagues on here indicated that he was the third choice. He would. He was kind of like my one and a half

229

00:22:16.149 --> 00:22:25.059

Cooper City Hall: joy, you know, under Mr. Egelson, but I I saw a lot of value there. So I think bringing someone in with his level of experience.

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00:22:25.300 --> 00:22:28.050

Cooper City Hall: he's going to be able to write the ship right away.

231

00:22:28.320 --> 00:22:30.180

Cooper City Hall: and we

232

00:22:31.370 --> 00:22:36.439

Cooper City Hall: I've been the Commissioner for less than 2 years, and I've had to. I've had.

233

00:22:37.370 --> 00:22:43.070

Cooper City Hall: It's going to be 2 full managers in one interim. That's that's instability for our team.

234

00:22:43.230 --> 00:22:44.240

Cooper City Hall: So

235

00:22:44.840 --> 00:22:46.369

Cooper City Hall: I would like to.

236

00:22:48.840 --> 00:22:50.840

Cooper City Hall: You know, I would like to move forward.

237

00:22:51.380 --> 00:22:52.579

Cooper City Hall: I like Ray

238

00:22:53.470 --> 00:22:54.670

Cooper City Hall: Commission. Malozie.

239

00:22:55.650 --> 00:22:59.970

Cooper City Hall: Wasn't he being fired for cause where he was when he was applying for us.

240

00:23:00.260 --> 00:23:09.300

Cooper City Hall: or shortly thereafter. No, they there was election coming up, and Colin Basinger said that he was leaving because of the election.

241

00:23:09.520 --> 00:23:25.319

Cooper City Hall: I think he interviewed in like February's. Their election was in March, and then, yeah, he was. I don't know if he quit or got fired after the change in that right, because I don't think it was for cause no, I mean it was before the the people who voted to get rid of them came in. So I mean.

242

00:23:25.490 --> 00:23:29.680

Cooper City Hall: yeah, maybe maybe they made up calls. I mean, I can. I'm great at making up calls.

243

00:23:30.500 --> 00:23:51.730

Cooper City Hall: Well, listen, you 3 already have your minds made up, so, no matter what I say, just listen to what you're saying, you could your head all you want. But all 3 of you already said what you want. So no matter what I say, if I say, white, you're going to say black, Mr. Mayor, that's just the way it is.

244

00:23:52.340 --> 00:24:01.750

Cooper City Hall: You're but no matter what, somehow it's going to be myself. But if I remember correctly, Saint Pete launched an investigation into that city manager.

245

00:24:02.230 --> 00:24:07.399

Cooper City Hall: and maybe, instead of jumping, you should look into that. I did. It wasn't for cause.

246

00:24:07.490 --> 00:24:12.549

Cooper City Hall: What was it for? Why would why would a city launch an investigation into a city manager?

247

00:24:14.240 --> 00:24:23.000

Cooper City Hall: They've been firing for cause, that's for sure. This is the gentleman who who was at Minor League for like 28 years, if you remember, the mayor didn't like him because he hadn't been fired from any jobs

248

00:24:23.020 --> 00:24:24.880

Cooper City Hall: when he came and interviewed with us. Do you remember that?

249

00:24:25.360 --> 00:24:38.360

Cooper City Hall: No, that was his thing. I don't remember that. But you know what's amazing is that, and said not meant in a disrespectful way, how you and I can have a back and forth conversation, and no one says anything. But when I attempt to interject

250

00:24:38.410 --> 00:24:54.660

Cooper City Hall: the way you are, I get my head handed to me. But I'm just trying to point out how there's no disparity here whatsoever, and how. But but there's but again it's I'm attempting, and I have no issue with it.

251

00:24:54.660 --> 00:25:14.474

Cooper City Hall: But I'm sorry I don't care. That's the point. I do, but other, but apparently not enough to stop someone else from interrupting people.

252

00:25:16.950 --> 00:25:23.319

Cooper City Hall: There's no doubt in my mind. I held this meeting for the primary reason of the employees.

253

00:25:23.830 --> 00:25:31.139

Cooper City Hall: I agree with you, Commissioner Catsman, that there has not been the stability. I thought we were getting it, and for 10 months we had it.

254

00:25:31.190 --> 00:25:35.750

Cooper City Hall: and we were headed in the right direction, and we will still be headed in the right direction

255

00:25:36.300 --> 00:25:38.400

Cooper City Hall: as soon as we take care of this

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00:25:38.570 --> 00:25:43.590

Cooper City Hall: expeditiously, and I'll use that term again because

257

00:25:45.640 --> 00:25:46.690

Cooper City Hall: I'm reading.

258

00:25:46.830 --> 00:25:50.989

Cooper City Hall: Sorry. Can you do it without moving your lips. Yes, I okay.

259

00:25:53.780 --> 00:26:01.070

Cooper City Hall: The difficulty, Commissioner Green, that I have with a proposal of going back through the search again

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00:26:01.510 --> 00:26:06.700

Cooper City Hall: is the fact, and I don't think it'll take maybe 6 months, but it will take 3 to 6.

261

00:26:07.380 --> 00:26:12.439

Cooper City Hall: Colin's got to go through the whole thing. It took that long, last time shouldn't be any different this time.

262

00:26:13.010 --> 00:26:15.360

Cooper City Hall: Might we get someone different?

263

00:26:15.490 --> 00:26:18.079

Cooper City Hall: Possible? Might we get the same

264

00:26:18.180 --> 00:26:21.150

Cooper City Hall: retreads possible? We don't know.

265

00:26:21.710 --> 00:26:24.530

Cooper City Hall: We do know, because we've interviewed

266

00:26:25.140 --> 00:26:26.280

Cooper City Hall: the one

267

00:26:27.270 --> 00:26:29.280

Cooper City Hall: that Commissioner Charter likes.

268

00:26:29.953 --> 00:26:35.050

Cooper City Hall: Commissioner Katzman has had contact with, and I'll be very transparent

269

00:26:35.090 --> 00:26:36.629

Cooper City Hall: today. At about

270

00:26:39.010 --> 00:26:39.930

Cooper City Hall: 8,

271

00:26:40.240 --> 00:26:46.150

Cooper City Hall: 15, 8, 30. I got a phone call from Alex Ray, and it's Ray not raised. By the way.

272

00:26:49.230 --> 00:26:50.850

Cooper City Hall: introduce himself.

273

00:26:50.980 --> 00:26:52.890

Cooper City Hall: Told me that he's interested.

274

00:26:53.070 --> 00:27:02.890

Cooper City Hall: Told me that he's doing the consulting like you indicated told me that he can literally be here within a couple of weeks.

275

00:27:03.860 --> 00:27:04.780

Cooper City Hall: and

276

00:27:05.960 --> 00:27:11.330

Cooper City Hall: you know that that meant something, because he was willing to step in

277

00:27:11.630 --> 00:27:12.490

Cooper City Hall: a

278

00:27:12.670 --> 00:27:22.060

Cooper City Hall: knowing that. And this is the important thing, because I did tell them, knowing that the city manager had a resignation date of July first.

279

00:27:22.160 --> 00:27:25.399

Cooper City Hall: So transition is always important.

280

00:27:27.450 --> 00:27:29.760

Cooper City Hall: his knowledge. And and I

281

00:27:31.410 --> 00:27:37.509

Cooper City Hall: I understand where you're coming from, Commissioner Malosi. I understand where you, coming from Commissioner Green.

282

00:27:37.550 --> 00:27:40.260

Cooper City Hall: They also understand where the employees are coming from.

283

00:27:41.000 --> 00:27:44.639

Cooper City Hall: They needed, I think, more than anyone can. We

284

00:27:44.830 --> 00:27:50.559

Cooper City Hall: lasts like we already have time and time again through interims. Absolutely.

285

00:27:51.130 --> 00:27:54.009

Cooper City Hall: But that's not the way you do business.

286

00:27:54.990 --> 00:28:03.814

Cooper City Hall: Commissioner. Thank you, Mayor Ross. I just wanted to make sure that we're continuing the conversation, and I certainly do appreciate, and I do remember Mr. Ray from

287

00:28:06.780 --> 00:28:21.319

Cooper City Hall: more than at 9 months ago, or thereabouts. And part of the reason why he didn't get my support. One of the reasons that he didn't get my support because it was being published in the paper that he was going to be retiring

288

00:28:21.580 --> 00:28:24.531

Cooper City Hall: from one of his from one of his

289

00:28:25.499 --> 00:28:39.150

Cooper City Hall: one of his jobs and so he was, I believe, quoted in the paper that he was only looking to be a city manager not for the long term. And so that was for me.

290

00:28:39.230 --> 00:29:05.659

Cooper City Hall: and I think I I expressed it, or I I hope that I expressed it. During the last time that we did this was that we wanted to. I wanted to make sure that we hired a city manager that was going to be here for the long run the long haul, and that was going to was going to grow with our employees grow with the staff and be a part of this community. For a long time

291

00:29:05.940 --> 00:29:15.569

Cooper City Hall: the harsh reality, and I'm in. And let me say this publicly. I'm saddened that Mr. Egalston

292

00:29:16.010 --> 00:29:25.900

Cooper City Hall: is has resigned. I certainly understand why he resigned. I will never, ever. I'll always support someone who supports their family.

293

00:29:26.514 --> 00:29:29.459

Cooper City Hall: God bless him! I wish more people were like him.

294

00:29:29.840 --> 00:29:31.650

Cooper City Hall: but the harsh reality

295

00:29:31.750 --> 00:29:41.089

Cooper City Hall: folks is that there has not been any stability. There has been consistent instability in this city.

296

00:29:42.450 --> 00:29:44.489

Cooper City Hall: because, you know, we've had

297

00:29:44.510 --> 00:29:45.610

Cooper City Hall: my Lord

298

00:29:46.050 --> 00:29:48.399

Cooper City Hall: Interim city managers.

299

00:29:48.630 --> 00:29:58.839

Cooper City Hall: city managers, department heads assistant department heads. It's been a revolving door, and Mayor Ross.

300

00:30:00.710 --> 00:30:05.340

Cooper City Hall: in my humble opinion it's been because of the elected officials.

301

00:30:06.140 --> 00:30:08.950

Cooper City Hall: and I'm going to say that because I know

302

00:30:09.550 --> 00:30:28.009

Cooper City Hall: what has gone on in this city for 14 years. The reason why we've had instability, the reason why the most recent, the public Works director. When that Mr. Egalston had tried to hire when he sat over here and he heard the

303

00:30:30.890 --> 00:30:33.630

Cooper City Hall: the the spirited

304

00:30:33.690 --> 00:30:38.720

Cooper City Hall: debate, and I'm going to say, and I'm I'm trying to use my words cautiously.

305

00:30:38.820 --> 00:30:41.220

Cooper City Hall: because I truly believe that

306

00:30:41.330 --> 00:30:45.710

Cooper City Hall: if we are going to, if we're whoever the next city manager

307

00:30:45.920 --> 00:30:48.249

Cooper City Hall: that we're going to hire

308

00:30:49.280 --> 00:30:55.570

Cooper City Hall: between now, and when at the end of this year it's going to be the 5 of us up here, Mayor Ross.

309

00:30:57.530 --> 00:31:06.020

Cooper City Hall: after November. There's going to be new people, some potential new people, or at least I know 2. The Mayor and I will not be up here

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00:31:07.210 --> 00:31:11.099

Cooper City Hall: if the commission if we don't get it

311

00:31:11.330 --> 00:31:12.290

Cooper City Hall: bright.

312

00:31:12.980 --> 00:31:21.190

Cooper City Hall: And what I'm talking about is we need to check our attitudes, and we need to make sure we need to allow the city manager to run the day-to-day operations.

313

00:31:21.740 --> 00:31:30.140

Cooper City Hall: We don't need to instill fear in the city manager 3 months in 3 months. When they come here we send out something, and we do a veiled threat

314

00:31:30.370 --> 00:31:32.360

Cooper City Hall: to let the city manager go.

315

00:31:32.380 --> 00:31:34.470

Cooper City Hall: That is not

316

00:31:36.470 --> 00:31:42.560

Cooper City Hall: in my, but in my humble opinion that is not the way to move the city forward, Mayor Ross.

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00:31:43.090 --> 00:31:45.189

Cooper City Hall: and I'm just being honest with you

318

00:31:45.860 --> 00:31:51.220

Cooper City Hall: if we're going to. I find it interesting, and God bless them for reaching out to

319

00:31:52.070 --> 00:31:54.460

Cooper City Hall: you to Mr. Katzman

320

00:31:56.560 --> 00:32:08.100

Cooper City Hall: I'm perplexed. Why Mr. Reyes did not reach out to I don't know if he reached out to Commissioner Milosey. He certainly did. He certainly didn't reach out to me, and so in my mind.

321

00:32:08.180 --> 00:32:12.409

Cooper City Hall: if I am a city, if I have, if I'm expressing an interest

322

00:32:12.770 --> 00:32:29.709

Cooper City Hall: in running, managing a town. I am going to reach out to all of the elected officials and say to those elected officials, You know what I haven't. While I know Commissioner Green. You I I did not receive your support. In the first go around.

323

00:32:29.810 --> 00:32:44.620

Cooper City Hall: Commissioner Green. I see that there is a there is an opening I would like to talk to you about. Why, I believe I'm the best candidate. Mr. Reyes has never reached out to me. He's only reached out to a few and and

324

00:32:44.700 --> 00:33:04.690

Cooper City Hall: Ray not raise. Well, whatever his last name is, he didn't reach out. He reached out to some, and he didn't reach out to others, and at the end of the day, Mayor, as long as I'm up here I still have a vote, and if Mr. What is it again? And if Mr. Ray cannot show me some respect, as the Senior

325

00:33:04.870 --> 00:33:15.079

Cooper City Hall: Commissioner on this, the senior elected official on this day is, if he doesn't have enough respect for me to reach out to me. Then guess what he ain't getting my support again.

326

00:33:15.360 --> 00:33:19.729

Cooper City Hall: and that's all I have to say, Mayor. Thank you. Thank you, continuing the discussion. Thank you, Mayor.

327

00:33:20.100 --> 00:33:33.290

Cooper City Hall: Anyone else. He probably because you didn't. You? You declined to interview him is probably why you I mean, I wouldn't, you know. But you know what I'm I wanna make a motion for the for the city, or for the mayor to

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00:33:34.960 --> 00:33:46.970

Cooper City Hall: reach out to Mr. Rez and and Mr. Mr. Ray. Well, I wanna make the motion to reach out for the for the

329

00:33:47.130 --> 00:33:58.602

Cooper City Hall: mayor to reach out to Mr. Ray and negotiate him coming in here, and if they come to successful negotiations, bring it back to us. If not, we'll move on to the next person.

330

00:33:59.287 --> 00:34:25.200

Cooper City Hall: Just just one comment from a legal perspective, as it relates to the motion. If a member of the Commission is delegated, specific authority to negotiate with whether it's a incoming prospective manager or anybody else a potential vendor. Those conversations are subject to the sunshine law, even though it's one person just to just for the Mayor's edification, to the extent that he has that delegated authority. By this commission we need to coordinate public meetings between the Mayor and Mr. Ray to have that conversation.

331

00:34:25.300 --> 00:34:27.329

Cooper City Hall: Not a problem point of information.

332

00:34:27.400 --> 00:34:48.419

Cooper City Hall: I wanted to just say, because I know, Commissioner Schrader said that I declined to interview him. That's not, that's not true. Did not decline to interview Mr. Ray, believe that we had a set amount of time, and we ran out of time, but I'd never declined to interview them, so I wanted to make sure that we pointed that we put that on the record. There was.

333

00:34:48.560 --> 00:34:52.430

Cooper City Hall: I think I didn't interview Mr. Hernandez

334

00:34:52.969 --> 00:34:58.270

Cooper City Hall: either, and it wasn't because I declined them. It was because we ran out of time.

335

00:34:58.450 --> 00:35:04.629

Cooper City Hall: Thank you, Commissioner Malauji. Point of information. Point of information. I reread the minutes from that meeting, and

336

00:35:06.540 --> 00:35:13.250

Cooper City Hall: I can't find it at the moment. But I remember you saying I'm sorry that I wasn't able to be here to interview you

337

00:35:13.280 --> 00:35:36.070

Cooper City Hall: because I read. I read the Disclaimers and I that's how you know that, Commissioner. I appreciate that, Commissioner Katsman, but that's that's because I didn't have any more time. It wasn't because I wasn't. Everybody had allocated time to. I understand that. And like everybody up here, I have other job responsibilities that call me away.

338

00:35:36.190 --> 00:35:46.590

Cooper City Hall: and which prevented me from being here when I needed to be. That's fine. I just wanted to be clear that it wasn't that we all we ran out of time and didn't get to interview everybody. It was a you were not able to be there.

339

00:35:46.620 --> 00:35:56.373

Cooper City Hall: and it's good to do the information below to you. Well, I was there, and I did interview everyone, and I didn't get a phone call, either. So don't feel like you're the only one that was unloved.

340

00:35:57.050 --> 00:36:21.971

Cooper City Hall: June eighteenth, of 2,023 from the same Saint Pete. I have a motion on the floor. And that's okay. But second, you will go the same amount of goar. Or did that end now? Because

341

00:36:23.370 --> 00:36:33.519

Cooper City Hall: so everybody here is talking about low morale with employees. But yet, if you read this article which I can forward to you, Tedra, and include it in the minutes.

342

00:36:33.550 --> 00:36:34.890

Cooper City Hall: it says that

343

00:36:35.220 --> 00:37:03.850

Cooper City Hall: city manager, Alex Ray is on the hot seat with the City Commission, stripping him of much of his authority and directing legal staff to conduct an investigation into human resources, issuing, including claims of a toxic work. Environment at City Hall issues arose at what was scheduled to be Ray's Yearly review and salary adjustment at the June Thirteenth Commission meeting. The City manager, presented the Commission with a list of accomplishments over the last year, and said he appreciated bidding

344

00:37:03.850 --> 00:37:33.509

Cooper City Hall: the Saint Pete, Saint Pete Beach City manager. However, all 5 City Commissioners shifted focus to what they said. Have been they to what they said? They have been hearing from employees. One called it an air of discontent among city staff and the low morale and turnover that has resulted. After that meeting the Commission reconvened in a special meeting on June sixteenth, and stripped Ray of his authority to act without approval on the Commission.

345

00:37:33.740 --> 00:37:58.640

Cooper City Hall: I can continue. But this article basically says the entire same thing. So now I'm curious. Everybody wants to move forward and help the city, but yet you're putting someone in another city. This is pre-election, because it says that it is. If you look at the bottom, if you look at the bottom of this, it specifically said that they did not have the election yet.

346

00:37:59.260 --> 00:38:02.239

Cooper City Hall: and that this has been going on for quite some time.

347

00:38:04.180 --> 00:38:07.940

Cooper City Hall: and that these issues have been going on for quite some time.

348

00:38:08.040 --> 00:38:15.690

Cooper City Hall: So why, then, are we putting someone in that is, we're talking about our our employees already having around.

349

00:38:16.180 --> 00:38:20.469

Cooper City Hall: You have to ask for a second on it. I do. Is there a second to call vote.

350

00:38:21.000 --> 00:38:31.790

Cooper City Hall: hearing none, we'll continue with the further and finish up commission. Milosey, I think you're doing a disservice to our employees who are already going through massive transitions.

351

00:38:31.850 --> 00:38:46.749

Cooper City Hall: all because you want to fill a position Colin Basinger would not take, even if you were to put this out to a search. He already knows what we're looking for. The first third of the work is already done. Our needs. What we are looking for has not changed.

352

00:38:47.550 --> 00:38:52.499

Cooper City Hall: So they are going to put this out, and they know what we want. They know how to limit it.

353

00:38:53.030 --> 00:38:56.370

Cooper City Hall: You're looking at a much shorter timeframe.

354

00:38:56.540 --> 00:39:01.199

Cooper City Hall: You already know you have people that are established that can do the job

355

00:39:01.410 --> 00:39:12.900

Cooper City Hall: instead of putting someone in. That's already creating a toxic. And that was my comment. But I'm waiting till she finishes. Go ahead.

356

00:39:13.540 --> 00:39:14.950

Cooper City Hall: I'm done. Thank you.

357

00:39:15.550 --> 00:39:18.589

Cooper City Hall: because it's in written in a newspaper

358

00:39:18.790 --> 00:39:21.960

Cooper City Hall: certainly doesn't mean it's accurate, nor that it's true.

359

00:39:22.000 --> 00:39:24.170

Cooper City Hall: I think we all recognize that.

360

00:39:25.900 --> 00:39:30.549

Cooper City Hall: I don't get my news from newspapers. If you have questions.

361

00:39:31.440 --> 00:39:32.820

Cooper City Hall: go to the source.

362

00:39:34.370 --> 00:39:37.989

Cooper City Hall: Having said that anything further on this motion

363

00:39:38.240 --> 00:39:42.379

Cooper City Hall: discussion wise. I just want to make a couple of comments. Go ahead. So

364

00:39:43.950 --> 00:39:46.229

Cooper City Hall: I understand where you're coming from, Commissioner

365

00:39:47.670 --> 00:39:51.729

Cooper City Hall: with respect, Mr. Egelson, have you ever been fired as a city manager

366

00:39:56.180 --> 00:39:57.370

Cooper City Hall: just once.

367

00:39:57.580 --> 00:39:59.700

Cooper City Hall: without cause or the record.

368

00:40:00.180 --> 00:40:03.400

Cooper City Hall: Mr. Krieger was fired from Erie.

369

00:40:04.060 --> 00:40:08.090

Cooper City Hall: My point is, it's a it's a common thing in city management.

370

00:40:08.270 --> 00:40:10.649

Cooper City Hall: That's what happens. You have elections.

371

00:40:11.040 --> 00:40:12.720

Cooper City Hall: It swings the votes

372

00:40:13.230 --> 00:40:17.059

Cooper City Hall: people bring in new managers. We've seen it in Cooper City. We've seen it

373

00:40:17.090 --> 00:40:19.290

Cooper City Hall: with our other finalists.

374

00:40:19.790 --> 00:40:21.580

Cooper City Hall: So I just think it's

375

00:40:21.840 --> 00:40:25.460

Cooper City Hall: the right thing to do to realize that in that field it's like

376

00:40:25.850 --> 00:40:28.940

Cooper City Hall: head coach of a football team. I've never seen a

377

00:40:31.070 --> 00:40:37.080

Cooper City Hall: head coach of a football team who hasn't been fired, and these are people who win super bowls and national championships. So

378

00:40:37.730 --> 00:40:39.099

Cooper City Hall: that said, I'm

379

00:40:39.430 --> 00:40:40.779

Cooper City Hall: that's where I'm coming from.

380

00:40:41.020 --> 00:40:43.389

Cooper City Hall: Thank you. Call about

381

00:40:44.430 --> 00:40:52.529

Cooper City Hall: Commissioner Mosey. Now, Commissioner Katsman, Commissioner Schroder, Commissioner Green, Mayor Ross. Yes.

382

00:40:52.940 --> 00:41:00.339

Cooper City Hall: I have a Co. Point of information for the attorney. Is there anything we need to give specifically

383

00:41:00.540 --> 00:41:11.080

Cooper City Hall: delegate to the mayor? Or how does this work? The mayor really has the delegated authority to open up the door with Mr. Ray for a conversation, he.

384

00:41:11.280 --> 00:41:22.580

Cooper City Hall: Gus, and bring back a recommendation that he would support this commission for consideration if the Commission doesn't support that. Whatever proposal the mayor brings back would go back to further discussion when you're done.

385

00:41:22.650 --> 00:41:29.239

Cooper City Hall: and my question would be, is, I don't know how the mayor schedule is. I think this is sooner than late. We need it sooner than later.

386

00:41:29.310 --> 00:41:34.510

Cooper City Hall: How soon would the mayor Mayor, would you be able to start these, and how soon would you be able to bring something to us?

387

00:41:35.810 --> 00:41:39.280

Cooper City Hall: Within 10 days I'll be able to do everything.

388

00:41:39.410 --> 00:41:44.559

Cooper City Hall: Well, we have a meeting in 8 days, so can you do? Thank you.

389

00:41:45.810 --> 00:41:57.919

Cooper City Hall: Point of information. Point of information. All the other negotiations have been done by the city attorney. Why is this one different? It's funny that you mentioned that I had full intention of having the city attorney there with me.

390

00:41:58.000 --> 00:42:01.869

Cooper City Hall: But why wouldn't he just do it by himself, the way he's always done.

391

00:42:02.810 --> 00:42:04.230

Cooper City Hall: I mean, that's his

392

00:42:04.420 --> 00:42:13.909

Cooper City Hall: no offense, but that's his job. We pay him for things like this. Well, we don't delegate authority to him to to negotiate. But we have in the past for

393

00:42:14.020 --> 00:42:27.390

Cooper City Hall: all the other contractual positions that we've had, including the city manager position, so why, then, never done that? But we have last time we negotiated with Mr. Eggeson here from the day 3 h.

394

00:42:27.580 --> 00:42:29.289

Cooper City Hall: and it was very

395

00:42:29.370 --> 00:42:31.180

Cooper City Hall: cumbersome and awkward

396

00:42:32.210 --> 00:42:46.579

Cooper City Hall: point of information. So the Commission has the the Commission. The majority of the Commission has said, for the Mayor to negotiate on behalf of the commission. So when it comes back, Mr. Mr. Horowitz.

397

00:42:46.820 --> 00:42:49.310

Cooper City Hall: it it just it just.

398

00:42:50.590 --> 00:42:54.570

Cooper City Hall: And, Mayor Ross, I'm going to use one of your words. Your terms, transparency.

399

00:42:55.550 --> 00:43:11.279

Cooper City Hall: It's you have an unfair, quite honestly. You have an unfair advantage, right? Because you are negotiating on behalf of the entire Commission, and to include yourself and I, and you are a phenomenal person, and I respect you.

400

00:43:11.280 --> 00:43:37.539

Cooper City Hall: but I respect, but I would respect more more if there, if none of us were involved in the negotiations and for the city city attorney, or someone else, and the city attorney other than any of the elected. I wouldn't support me negotiating. I I don't have the the, you know, the expertise to do that. And so, Mayor, I I just

401

00:43:37.840 --> 00:43:58.479

Cooper City Hall: it just puts you in a you. It puts you in a in a position where it's it's like you're the strong mayor, and that's not how this body is set up. And so that's my only that's my concern when we talk about transparency. You know. Throw that out the window because

402

00:43:58.690 --> 00:44:05.399

Cooper City Hall: one is one is negotiating on behalf of the rest of the rest of the elected officials. And

403

00:44:07.100 --> 00:44:13.930

Cooper City Hall: and it puts you, I think it also puts you in a compromising position because

404

00:44:16.500 --> 00:44:33.950

Cooper City Hall: folks can come. Information can come to you from folks on the day is to you in terms of negotiation, and I I don't. I would not want you to be in that position. Just like if you recall when we were went before

405

00:44:34.020 --> 00:44:49.549

Cooper City Hall: the last go around. Last year, several years ago, when we tried to hire a city manager. How we ended up with Mr. Napoli. We had used a firm, and I believe one of the candidates that had come forth was Tom Jones.

406

00:44:50.190 --> 00:44:56.999

Cooper City Hall: You recall Tom Jones, and I think Mr. Horowitz correct me if I'm wrong.

407

00:44:57.160 --> 00:45:03.139

Cooper City Hall: The Commission members of the Commission at that time had great

408

00:45:03.220 --> 00:45:08.299

Cooper City Hall: concern that I was going to be doing something unethical.

409

00:45:08.740 --> 00:45:13.670

Cooper City Hall: or would that would not stay in the light of day, because I would have been hiring someone

410

00:45:14.390 --> 00:45:21.770

Cooper City Hall: who would have to retire from the organ, the organization that we both represented to hire them.

411

00:45:23.040 --> 00:45:28.549

Cooper City Hall: I got an ethics opinion correct? Yes, you did, Commissioner. So, Mayor Ross, I just

412

00:45:29.960 --> 00:45:31.670

Cooper City Hall: you're well qualified.

413

00:45:32.190 --> 00:45:44.329

Cooper City Hall: well qualified. You do this. You can do it with your eyes closed. Those are my concerns, and and I appreciate what you're saying, and that's why I'm reminded by Council that it has to be in the sunshine.

414

00:45:44.680 --> 00:45:48.569

Cooper City Hall: So I'm not doing anything that I should not be doing.

415

00:45:48.610 --> 00:45:53.930

Cooper City Hall: Nor am I being anything but transparent so.

416

00:45:53.960 --> 00:46:01.570

Cooper City Hall: and I have full intentions whether it was said or not, to have Jacob on either my left, on my right side, but being there.

417

00:46:02.080 --> 00:46:14.049

Cooper City Hall: so I appreciate that. Thank you so well. I'm glad you a point of information. I'm so I'm sorry, cause I just go ahead because you're in a you're in a unique position, and I want to make sure that as an elected official I understand

418

00:46:14.550 --> 00:46:16.750

Cooper City Hall: what I can do.

419

00:46:17.200 --> 00:46:29.629

Cooper City Hall: So if the mayor and Mr. Horowitz, if you all are negotiating, can I contact you, Mr. Horowitz, and find to determine where are we in the negotiations? What is

420

00:46:29.967 --> 00:46:55.280

Cooper City Hall: Mr. Ray, what is he? Would I be? Would I or any of the elected officials? Would we have an opportunity to provide you with input short answer is, yes, okay. The extent that any member of the Commission wanted to sit and not not participate, but view the negotiations as they were taking place, they would be public meetings with notice minutes taken and unfettered public access. So if I wanted to, okay.

421

00:46:55.350 --> 00:46:57.519

Cooper City Hall: so if I wanted to do that

422

00:46:58.150 --> 00:47:08.319

Cooper City Hall: if I wanted unfettered access. And again, I don't know the mayor's schedule. I don't know if he's in town. I know he's got some travel. No, no, either it's virtual or in person. Either way the public will have

423

00:47:08.320 --> 00:47:31.939

Cooper City Hall: unfettered access to those conversations. Any member of the Commission, any minimum member of the public can sit in the room, can't participate, but can observe the entire exchange between myself, the mayor and Mr. Ray, to the extent that you have interest in doing so. Okay? And so that information will be provided to us. No. So at every, at every, at every point, when you and the mayor contact, and you all are having a conversation.

424

00:47:32.210 --> 00:47:46.939

Cooper City Hall: The city clerk is going to get that information that is going to be sent to the elected staff and the public, and we can. And the city clerk has to provide notice. Okay, much like any commission meeting of those conversations prior to no, no, perfect. Thank you. Thank you very much.

425

00:47:46.990 --> 00:47:50.160

Cooper City Hall: Staff will be making them. I'm not okay. Thank you.

426

00:47:50.490 --> 00:47:51.300

Cooper City Hall: Thank you.

427

00:47:52.410 --> 00:47:56.880

Cooper City Hall: Additional public comments. Do we have anyone? No, sir, anyone on Virtual? No, sir.

428

00:47:57.010 --> 00:47:59.720

Cooper City Hall: you have motion, motion, thank you.



**CITY COMMISSION
STAFF REPORT**

DEPARTMENT: Public Works

DATE: May 14, 2024

SUBJECT: Motion to Approve the Purchase of Sod and Sod Installation Services under the Southeast Florida Governmental Purchasing Cooperative Group in the amount of \$118,600.00 - Mullings Engineering Services - Landscaping Division, Inc. - **Public Works**

CITY MANAGER RECOMMENDATION:

The City Manager recommends the Commission approve the purchase and installation of Sod from Mullings Engineering Services – Landscaping Division, Inc. (“Mullings”) to be used by Public Works.

BACKGROUND OF ITEM:

On September 8, 2022, the City of Boynton Beach awarded Mullings, Odums Sod, Inc. and Sunset Sod, Inc. the Sod and Sod Installation Services under the Southeast Florida Governmental Purchasing Cooperative Group contract with an effective date of October 1, 2022.

Among the three Awardees, Mullings is the most competitive choice for Group 10: Bermuda "Celebration" sod. Their bid of \$0.60 per square foot for sod was \$0.23 lower than the nearest competitor, while their installation cost of \$0.20 per square foot was \$0.11 less. Public Works will be procuring 148,250 square feet of Celebration sod from Mullings at a total cost of \$118,600.00, inclusive of installation. This decision ensures both cost-effectiveness and quality for the project.

ANALYSIS:

Periodic replacement of sod is crucial to ensure a high-quality playing surface conducive to optimal gameplay, injury prevention, and the enjoyment of the sport by all involved. Additionally, a worn-out field detracts from the aesthetic appeal and can impact the overall experience for athletes and spectators alike.

STRATEGIC PLAN:

This item supports the 2022-2027 Commission Strategic Plan, specifically advancing:

Priority 3, A Strong Sense of Place - Establish “a strong sense of place” through creation of unique spaces that foster community pride, increase social interaction and commercial marketability with the purpose of improving economic stability, increasing property values and impacting the memories of Cooper City residents.:

- **Objective 2:** Focus on the Health and Community pillars of the Parks & Recreation strategic plan to increase social interaction and promote the well-being of Cooper City residents.
- **Performance Measures 4:** 80% satisfaction rate with recreational experiences.

Priority 4, Citywide Revitalization Priority - Maintain and improve the City’s infrastructure and appearance to support and ensure a sustainable and beautiful environment:

- **Objective 2:** Assess the appearance of citywide parks and green spaces and make enhancements where needed to meet the community's needs.
- **Performance Measures 2:** Landscaping is rejuvenated and/or restored to original site development plans

PROCUREMENT:

[Sec. 2-258. - Exclusions and exceptions to bid and proposal requirements. \(d\) Cooperative Purchasing](#)

FISCAL IMPACT:

The City Commission approved and funded \$150,000.00 in the Supplies-Overseed & Sod 001-314-535143-572 line for FY24. The year-to-date activity in this account is \$31,330.08.

<u>General Ledger Acct. Number</u>	<u>Budgeted Amount</u>	<u>Requested Amount</u>	<u>Remaining Amount</u>
001-314-535143-572	\$150,000.00	\$118,600.00	\$69.92

ATTACHMENTS:

1. Exhibit 1 - Mullings - Sod and Sod Installation Services for Southeast Florida Governmental Purchasing Cooperative Group Contract Award
2. Exhibit 2 - Price Details - CW22-0027 - Sod and Sod Installation Services, South Prices

Workflow History 			
User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	Route to Purchasing	04/29/24 12:17 PM
Dodgen, Brandon	Assigned to Purchasing	COMPLETE: Forward to City Clerk	04/29/24 12:27 PM
Allen, Tedra	Assigned to City Clerk	Route to Budget	04/30/24 09:07 AM
Nadeau, Mike	Assigned to Budget	COMPLETE: Forward to City Clerk	04/30/24 09:26 AM
	<i>The fiscal impact section of this staff report is correct.</i>		
Allen, Tedra	Assigned to City Clerk	Route to Attorney	04/30/24 09:46 AM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to City Manager	04/30/24 10:19 AM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to City Clerk	05/02/24 03:47 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Workflow	05/03/24 02:44 PM
Allen, Tedra	END WORKFLOW - APPROVED		05/03/24 03:02 PM



Southeast Florida Governmental Purchasing Cooperative Group

CONTRACT AWARD

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to rwhitcomb@greenacresfl.gov for placement on the NIGP SEFL website Cooperative contract page.

PAGE 1 OF 2

BID/RFP No. CW22-027

Description/Title: Sod and Sod Installation Services for Southeast Florida Governmental Purchasing Cooperative Group

Initial Contract Term: Start Date: 10/1/2022 End Date: 09/30/2024

Renewal Terms of the Contract: three (3) Renewal Options for one-year (No. of Renewals) (Period of Time)

Renewal No. 1 Start Date: 10/1/2024 End Date: 09/30/2025

Renewal No. 2 Start Date: 10/1/2025 End Date: 09/30/2026

Renewal No. 3 Start Date: 10/1/2026 End Date: 09/30/2027

Renewal No. Start Date: End Date:

SECTION #1 VENDOR AWARD

Vendor Name: Mullings Engineering Services, Landscaping Division, Inc.

Vendor Address: 9370 87th Place South, Boynton Beach, FL 33467

Contact: Sheldon Mullings

Phone: 954-583-8441 Fax: 954-583-2441

Cell/Pager: Email Address: mullingseng@hotmail.com

Website: FEIN: 20-4688701

VENDOR AWARD

Vendor Name: Odums Sod, Inc.

Vendor Address: 16572 Rembrandt Road, Loxahatchee, FL 33470

Contact: Amanda Wood

Phone: 561-370-3624 Fax:

Cell/Pager: Email Address: odumssod@yahoo.com

Website: FEIN: 65-0810895

VENDOR AWARD

Vendor Name: Sunset Sod, Inc.
 Vendor Address: 13100 SW 124th Avenue, Miami, FL 33186
 Contact: Kathy Hernandez
 Phone: 305-253-2002 Fax: 786-242-9988
 Cell/Pager: _____ Email Address: aloha@sunset sod.com
 Website: _____ FEIN: 59-2421961

VENDOR AWARD

Vendor Name: _____
 Vendor Address: _____
 Contact: _____
 Phone: _____ Fax: _____
 Cell/Pager: _____ Email Address: _____
 Website: _____ FEIN: _____

SECTION #2

AWARD/BACKGROUND INFORMATION

Award Date: 09/08/2022 Resolution/Agenda Item No.: 7-J
 Insurance Required: Yes No _____
 Performance Bond Required: Yes _____ No

SECTION #3

LEAD AGENCY

Agency Name: City of Boynton Beach
 Agency Address: 100 East Ocean Avenue, Boynton Beach, FL 33435
 Agency Contact: Kristeena Pinto Email: PintoK@bbfl.us
 Telephone: 561-742-6322 Fax: _____

**2022 SOD AND SOD INSTALLATION
AWARDED VENDORS**

Meeting Date: 05/14/2024 Item #9.

GROUPS 1 – 18	<u>NORTH PRIMARY VENDOR</u>	<u>NORTH SECONDARY VENDOR</u>	<u>CENTRAL PRIMARY VENDOR</u>	<u>CENTRAL SECONDARY VENDOR</u>	<u>SOUTH PRIMARY VENDOR</u>	<u>SOUTH SECONDARY VENDOR</u>
Group 1: St. Augustine "Floratom"	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc
Group 2: St. Augustine "CitraBlue"	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc
Group 3: St. Augustine "Palmetto"	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc
Group 4: Bahia "Argentine"	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc
Group 5: Bahia "Pensacola"	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc
Group 6: Bermuda "TifWay 419 - Certified"	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc
Group 7: Bermuda "TifWay 419 - Uncertified"	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc
Group 8: Bermuda "TifEagle - Certified"	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc

GROUPS 1 – 18	<u>NORTH PRIMARY VENDOR</u>	<u>NORTH SECONDARY VENDOR</u>	<u>CENTRAL PRIMARY VENDOR</u>	<u>CENTRAL SECONDARY VENDOR</u>	<u>PRIMARY VENDOR</u>	<u>SECONDARY VENDOR</u>
Group 9: Bermuda "TifGreen 328 - Certified"	Sunset Sod Inc.	None	Sunset Sod Inc.	None	Sunset Sod Inc.	None
Group 10: Bermuda "Celebration"	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc
Group 11: Bermuda "TifTut"	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc
Group 12: Bermuda "Latitude 36"	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc
Group 13: Bermuda "TifDwarf"	Sunset Sod Inc.	None	Sunset Sod Inc.	None	Sunset Sod Inc.	None
Group 14: Paspalum "SeaDwarf"	Sunset Sod Inc.	None	Sunset Sod Inc.	None	Sunset Sod Inc.	None
Group 15: Paspalum "Sealsle Supreme"	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc
Group 16: Zoysia "Empire"	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc
Group 17: Centipede "Hammock"	Sunset Sod Inc.	None	Sunset Sod Inc.	None	Sunset Sod Inc.	None
Group 18: Wildflower Sod	NO AWARD	NO AWARD	NO AWARD	NO AWARD	NO AWARD	NO AWARD

GROUPS 1 - 18: Truckload Pricing	<u>NORTH PRIMARY VENDOR</u>	<u>NORTH SECONDARY VENDOR</u>	<u>CENTRAL PRIMARY VENDOR</u>	<u>CENTRAL SECONDARY VENDOR</u>	<u>SOUTH PRIMARY VENDOR</u>	<u>SOUTH SECONDARY VENDOR</u>
Group 1: St. Augustine "Floritam"	Odums Sod, Inc.	Mullings Engineering Services, Landscaping Division, Inc	Odums Sod, Inc.	Mullings Engineering Services, Landscaping Division, Inc	Odums Sod, Inc.	Mullings Engineering Services, Landscaping Division, Inc
Group 2: St. Augustine "CitraBlue"	Odums Sod, Inc.	Mullings Engineering Services, Landscaping Division, Inc	Odums Sod, Inc.	Mullings Engineering Services, Landscaping Division, Inc	Odums Sod, Inc./ Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.
Group 3: St. Augustine "Palmetto"	Odums Sod, Inc.	Mullings Engineering Services, Landscaping Division, Inc	Odums Sod, Inc.	Mullings Engineering Services, Landscaping Division, Inc	Odums Sod, Inc. / Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.
Group 4: Bahia "Argentine"	Mullings Engineering Services, Landscaping Division, Inc	Odums Sod, Inc.	Mullings Engineering Services, Landscaping Division, Inc	Odums Sod, Inc.	Mullings Engineering Services, Landscaping Division, Inc	Odums Sod, Inc.
Group 5: Bahia "Pensacola"	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.
Group 6: Bermuda "TifWay 419 - Certified"	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.
Group 7: Bermuda "TifWay 419 - Uncertified"	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.
Group 8: Bermuda "TifEagle - Certified"	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.
Group 9: Bermuda "TifGreen 328 - Certified"	Sunset Sod Inc.	None	Sunset Sod Inc.	None	Sunset Sod Inc.	None

GROUPS 1 - 18: Truckload Pricing	<u>NORTH PRIMARY VENDOR</u>	<u>NORTH SECONDARY VENDOR</u>	<u>CENTRAL PRIMARY VENDOR</u>	<u>CENTRAL SECONDARY VENDOR</u>	<u>PRIMARY VENDOR</u>	<u>SECONDARY VENDOR</u>
Group 10: Bermuda "Celebration"	Mullings Engineering Services, Landscaping Division, Inc	Odums Sod, Inc.	Mullings Engineering Services, Landscaping Division, Inc	Odums Sod, Inc.	Mullings Engineering Services, Landscaping Division, Inc	Odums Sod, Inc.
Group 11: Bermuda "TifTut"	Mullings Engineering Services, Landscaping Division, Inc	Odums Sod, Inc.	Mullings Engineering Services, Landscaping Division, Inc	Odums Sod, Inc.	Mullings Engineering Services, Landscaping Division, Inc	Odums Sod, Inc.
Group 12: Bermuda "Latitude 36"	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc
Group 13: Bermuda "TifDwarf"	Sunset Sod Inc.	None	Sunset Sod Inc.	None	Sunset Sod Inc.	None
Group 14: Paspalum "SeaDwarf"	Sunset Sod Inc.	None	Sunset Sod Inc.	None	Sunset Sod Inc.	None
Group 15: Paspalum "Sealsle Supreme"	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.
Group 16: Zoysia "Empire"	Mullings Engineering Services, Landscaping Division, Inc	Odums Sod, Inc.	Mullings Engineering Services, Landscaping Division, Inc	Odums Sod, Inc.	Mullings Engineering Services, Landscaping Division, Inc	Odums Sod, Inc.
Group 17: Centipede "Hammock"	Sunset Sod Inc.	None	Sunset Sod Inc.	None	Sunset Sod Inc.	None
Group 18: Wildflower Sod	NO AWARD	NO AWARD	NO AWARD	NO AWARD	NO AWARD	NO AWARD

The City of Boynton Beach

Meeting Date: 05/14/2024 Item #9.



Finance/Procurement Services
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310

September 16, 2022

Sheldon Mullings
Mullings Engineering Services, Landscaping Division, Inc.
9370 87th Place South
Boynton Beach, FL 33467

VIA E-MAIL TO: mullingseng@hotmail.com

REF: AWARD OF BID NO. R22-027 – SOD AND SOD INSTALLATION SERVICES
(ANNUAL CONTRACT)

Dear Mr. Mullings:

At the meeting of September 8, 2022, City Commission awarded the subject Bid. A list of the bid items awarded to your firm is on the attached document. The initial term of the Contract will be from October 1, 2022 thru September 30, 2024.

A link to the approved agenda item and associated backup may be obtained at the following link:
<https://boyntonbeach.novusagenda.com/AgendaPublic/CoverSheet.aspx?ItemID=13513&MeetingID=504>

Please submit your company's Certificate of Insurance, in full accordance with the terms and conditions of the Bid to coi@bbfl.us with a copy to me at pintok@bbfl.us, along with at your soonest convenience. Please ensure that the City of Boynton Beach is listed on the Certificate as an additional insured. Purchase orders will be issued as needed from the participating municipalities.

We would like to thank you for responding to this Invitation to Bid and we look forward to working with Mullings Engineering Services, Landscaping Division, Inc.

Sincerely,

Kristeena Pinto

Kristeena Pinto
Purchasing Manager

cc: Southeast Florida Governmental Purchasing Cooperative Group
Central File
File

The City of Boynton Beach

Meeting Date: 05/14/2024 Item #9.



Finance/Procurement Services
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310

September 16, 2022

Amanda Wood
Odums Sod, Inc.
16572 Rembrandt Rd.
Loxahatchee, FL 33470

VIA E-MAIL TO: odumssod@yahoo.com

REF: AWARD OF BID NO. R22-027 – SOD AND SOD INSTALLATION SERVICES
(ANNUAL CONTRACT)

Dear Ms. Wood:

At the meeting of September 8, 2022, City Commission awarded the subject Bid. A list of the bid items awarded to your firm is on the attached document. The initial term of the Contract will be from October 1, 2022 thru September 30, 2024.

A link to the approved agenda item and associated backup may be obtained at the following link:
<https://boyntonbeach.novusagenda.com/AgendaPublic/CoverSheet.aspx?ItemID=13513&MeetingID=504>

Please submit your company's Certificate of Insurance, in full accordance with the terms and conditions of the Bid to coi@bbfl.us with a copy to me at pintok@bbfl.us, along with at your soonest convenience. Please ensure that the City of Boynton Beach is listed on the Certificate as an additional insured. Purchase orders will be issued as needed from the participating municipalities.

We would like to thank you for responding to this Invitation to Bid and we look forward to working with Odums Sod, Inc.

Sincerely,

Kristeena Pinto

Kristeena Pinto
Purchasing Manager

cc: Southeast Florida Governmental Purchasing Cooperative Group
Central File
File

The City of Boynton Beach

Meeting Date: 05/14/2024 Item #9.



Finance/Procurement Services
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310

September 16, 2022

Kathy Hernandez
Sunset Sod Inc.
13100 SW 124th Avenue
Miami, FL 33186

VIA E-MAIL TO: Aloha@sunset sod.com

REF: AWARD OF BID NO. R22-027 – SOD AND SOD INSTALLATION SERVICES
(ANNUAL CONTRACT)

Dear Ms. Hernandez:

At the meeting of September 8, 2022, City Commission awarded the subject Bid. A list of the bid items awarded to your firm is on the attached document. The initial term of the Contract will be from October 1, 2022 thru September 30, 2024.

A link to the approved agenda item and associated backup may be obtained at the following link:
<https://boyntonbeach.novusagenda.com/AgendaPublic/CoverSheet.aspx?ItemID=13513&MeetingID=504>

Please submit your company's Certificate of Insurance, in full accordance with the terms and conditions of the Bid to coi@bbfl.us with a copy to me at pintok@bbfl.us, along with at your soonest convenience. Please ensure that the City of Boynton Beach is listed on the Certificate as an additional insured. Purchase orders will be issued as needed from the participating municipalities.

We would like to thank you for responding to this Invitation to Bid and we look forward to working with Sunset Sod Inc.

Sincerely,

Kristeena Pinto

Kristeena Pinto
Purchasing Manager

cc: Southeast Florida Governmental Purchasing Cooperative Group
Central File
File



**INVITATION TO BID
FOR
SOD AND SOD INSTALLATION SERVICES FOR
SOUTHEAST FLORIDA GOVERNMENTAL
PURCHASING COOPERATIVE GROUP**

BID No.: CW22-027

**CITY OF BOYNTON BEACH
100 E. OCEAN AVENUE
BOYNTON BEACH, FL 33435**

ONLINE SUBMISSION ONLY

Boynton-beach.bidsandtenders.net

BID CLOSING DATE: WEDNESDAY, AUGUST 17, 2022

BID CLOSING TIME: 2:30 P. M.

**THE DEADLINE FOR QUESTIONS CONCERNING THIS BID IS:
JULY 29, 2022 @ 2:00 P.M.**



SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE

TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative.

For the past several years, approximately forty-five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

Southeast Florida Governmental Purchasing Cooperative Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "Lead Agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the Lead Agency.
- Each participating governmental entity will use the Lead Agency's contract and terms as executed, for its purchase orders. Furthermore, each participating governmental entity will issue its own purchase orders for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- Awarded Contractor agrees that the contract/purchase order terms of each entity will prevail for the individual participating entity should there be any conflicts between the Lead Agency's resulting contract and participating governmental entities contract/purchase order terms. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The Awarded Contractor(s) shall be responsible for advising the Lead Agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), Contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities, which are not members of the Southeast Florida Governmental Purchasing Cooperative, are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative members may participate in their contract for new usage, during the contract term, or in any contract extension term, if approved by the Lead Agency. New Southeast Florida Governmental Purchasing Cooperative members may participate in any contract on acceptance and approval by the Lead Agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

"WORKING TOGETHER TO REDUCE COSTS"



**INVITATION TO BID
SOD AND SOD INSTALLATION SERVICES
BID No. CW22-027**

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When completed and executed, these documents, along with the Plans and Specifications, collectively with applicable Power of Attorney certifications for bond agents and Certificates of Insurance for the Contractor, forms the Contract for this Project.

The City of Boynton Beach



Finance/Procurement Services
 100 E. Ocean Avenue
 Boynton Beach, FL 33435
 P. O. Box 310
 Boynton Beach, Florida 33425-0310
 Telephone: (561) 742-6310

INVITATION TO BID SOD AND SOD INSTALLATION SERVICES BID No. CW22-027

NOTICE TO CONTRACTORS

Electronic bids shall be received by the bidding system up until **August 17, 2022; No Later Than 2:30 P.M. (Local Time).**

All BID's received will be publicly opened and acknowledged of receipt by the City's e-procurement bidding system electronically. Bid's received after the assigned date and time are not permitted by the bidding system. For the above reasons, it is recommended that the bidders allow sufficient time to complete your online Submission and to resolve any issues that may arise. The closing time and date shall be determined by the Bidding System's web clock.

ATTENTION, ALL INTERESTED RESPONDENTS:

To obtain documents online please visit Boynton-beach.bidsandtenders.net. Documents are not provided in any other manner.

SCOPE OF BID:

The City of Boynton Beach is seeking bids from qualified Contractors for sod and sod installation services at various locations within Palm Beach, Broward and Miami Dade Counties. Requested sod to include St. Augustine "Floratom", St. Augustine "Citrablue", St. Augustine "Palmetto", Bahia - Argentine, Bahia - Pensacola, Bermuda Tifway 419 - Certified, Bermuda Tifway 419 - Uncertified, " Bermuda TifEagle - Cerfitifed, Bermuda Tifgreen 328 - Certified, Bermuda Celebration, Bermuda TifTuf, Bermuda Latitude 36@, Bermuda TifDwarf, Paspalum SeaDwarf, "Certified" Sealsle Supreme, Zoysia Ultimate Flora, Centipede Hammock, and Wildflower Sod

NO BID CONFERENCE or SITE INSPECTION is scheduled.

At the time of the opening of bids, each bidder shall be presumed to have read and to be thoroughly familiar with the Contract Documents (including all addenda). Failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation with respect to this bid.

LOBBYING / CONE OF SILENCE:

Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Boynton Beach imposes a Cone of Silence. A cone of silence shall be imposed upon each competitive solicitation as of the deadline to submit the proposal, bid, or other response and shall remain in effect until City Commission awards or approves a contract rejects all bids or responses or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no proposer or its agent shall directly or indirectly communicate with any member of City Commission or their staff, the Manager, any

employee of Boynton Beach authorized to act on behalf of Boynton Beach in relation to the award of a particular contract or member of the Selection Committee in reference to the solicitation, with the exception of the Purchasing Manager or designee. (Section 2-355 of the Palm Beach County Code of Ordinances.) Failure to abide by this provision may serve as grounds for disqualification for an award of contract to the proposer. Further, any contract entered into in violation of the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before Selection Committees, contract negotiations during any public meeting, presentations made to the City Commission, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Boynton Beach as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the Purchasing Manual.

PUBLIC RECORDS DISCLOSURE:

Pursuant to Florida Statutes §119.07, sealed Bids, Proposal or Responses received by the City in response to a Request for Qualification or Invitation to Bid are exempt from public records disclosure requirements until the City provides notice of decision or **thirty (30) days** after the opening of the Proposals/Bids. If the City rejects all Responses submitted in accordance with a Request for Proposal/Qualification or Invitation to Bid, and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected Responses remain exempt from public disclosure until such time as the City provides notice of a decision or intended decision concerning the competitive solicitation or until the City withdraws the reissued competitive solicitation. A Bid, Proposal, Response, or reply is not exempt for longer than twelve (12) months after the initial City notice rejecting all Bids, Proposals, or replies.

Questions related to this Bid are to be submitted to the Purchasing representative through the Bidding System only by clicking on the "Submit a Question" button for this specific Solicitation.

CITY OF BOYNTON BEACH



SOD AND SOD INSTALLATION SERVICES

BID No.: CW22-027

INSTRUCTIONS TO BIDDERS

1. Electronic Invitation to Bid shall be received by the City's e-Procurement bidding system no later than **AUGUST 17, 2022 No Later Than 2:30 PM (Local Time)**.
2. Late responses are not permitted by the bidding system. It shall be the sole responsibility of the Bidder to have their BID submittal submitted online.
3. Bidders shall acknowledge receipt of any addenda through the Bidding System by checking a box for each addendum and any applicable attachment.
4. It is the responsibility of the Bidder to have received all Addenda that are issued. Bidders should check online at Boynton-beach.bidsandtenders.net prior to submitting their Submittal and up until the BID closing time and date in the event, additional addenda are issued.
5. To obtain documents online please visit Boynton-beach.bidsandtenders.net. You may preview the BID documents with a Preview Watermark prior to registering for the opportunity. Documents are not provided in any other manner.
6. ELECTRONIC BID SUBMISSIONS ONLY shall be received by the Bidding System. Hardcopy submissions are not permitted.
7. Bidders are cautioned that the timing of their Submittal Submission is based on when the Bid is RECEIVED by the Bidding System, not when a Submittal is submitted, as the Submittal transmission can be delayed due to file transfer size, transmission speed, etc.
8. For the above reasons, it is recommended that you allow sufficient time to complete your Bid Submission and to resolve any issues that may arise. The closing time and date shall be determined by the Bidding System's web clock.
9. Bidders should contact bids&tenders support listed below, at least twenty-four (24) hours prior to the closing time and date, if they encounter any problems. The Bidding System will send a confirmation email to the Bidder advising that their submittal was submitted successfully. If you do not receive a confirmation email, contact bids&tenders support at support@bidsandtenders.net.
10. Late Submittal Responses are not permitted by the Bidding System.
11. To ensure receipt of the latest information and updates via email regarding this request for qualification, or if a Bidder has obtained this Solicitation from a third party, the responsibility is on the Bidder to create a Bidding System Vendor account and register as a Plan Taker for the Solicitation.
12. All expenses for making BID responses to the City are to be borne by the Bidder.
13. A sample draft agreement that the City intends to execute with the successful firm(s) is contained within this Invitation to Bid for review. The City reserves the right to modify the contract language prior

to execution. The actual scope of services and consulting fees will be negotiated following the selection of the top firm(s).

- 14. Each Bidder, by submission of a BID response, acknowledges that in the event of any legal action challenging the award of a BID; damages, if any, shall be limited to the actual cost of the preparation of the BID.
- 15. As used in this Invitation to Bid, the words bidder, proposer, and contractor may be used interchangeably, and when so used, deemed to mean bidder.

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SOD AND SOD INSTALLATION SERVICES

BID No.: CW22-027

SCOPE OF WORK / SPECIFICATIONS

SCOPE OF WORK

It is the intent of these specifications to contract with qualified vendors to provide Sod and Sod installation on an "as needed" basis to the City of Boynton Beach and participating governmental entities of the Southeast Florida Governmental Purchasing Cooperative within Miami-Dade, Broward, and Palm Beach Counties, herein referred to at times as "Co-Op Agency/Entity".

All work under this yearly contract shall be performed as specified by the respective Co-op agencies, and City of Boynton Beach project representative(s) with the highest quality while meeting all specifications, term and conditions stated herein.

Contractors must furnish all supervision, labor, materials, supplies and equipment as necessary to properly perform work described. No guarantee is given as to the amount of sod that will be required during the entire contract period.

Contractors shall use trained and skilled employees in this trade that are directly employed with their company, must furnish all supervision, labor, equipment, material, and supplies necessary to properly perform the work required, must be licensed as required by the State of Florida and insured as required by the City of Boynton Beach and Co-Op agencies.

QUALIFICATIONS/REQUIRED INFORMATION

Bidders are required to submit a list of five (5) past clients which service were provided within the last three (3) years. In addition, Bidders shall provide copies of license(s) and/or certification(s) to perform the work specified.

Failure to provide any required information (licenses/certifications or any other required documentation) may render the Bidder's response as non-responsive.

QUANTITIES

All quantities stated on the proposal form are approximate based on the current estimates of work to be performed and the available funding. Actual quantities may be greater or less than stated on the estimated yearly quantities by zone. The estimated quantities are estimates for the next twelve (12) months and not for any one (1) specific project. The Co-Op reserves the right to purchase small quantities of sod (1 to 4 pallets) from other vendors when needed for smaller projects, or if not immediately available from the contracted vendor(s). If required and requested, Contractor must have the ability to deliver and install up to 50,000 square feet of sod per day.

Sod will be ordered on an as needed basis. Orders in excess of 2,000 square feet shall be delivered and unloaded by contractor at one time. All sod to be delivered and unloaded by contractor and must be on pallets which are in good condition. Pallets are to be picked up by the contractor upon notification.

PICK-UP OPTION

Depending upon purchase order quantity, items must be ready for pickup. Participating agencies reserve the right to pick up with their own vehicle any requirement under 2,000 square feet of sod, but will require delivery of any order in excess of 2,000 square feet to be delivered and unloaded by the contractor at one time.

PERFORMANCE

The sod material delivered under this contract must be of the highest quality and meet all Federal, State, and local laws. All sod installation work must meet the enclosed specifications and be approved by the ordering Co-Op agency. Any sod delivered and/or installed not meeting the specifications outlined in this Invitation to Bid shall be replaced at the discretion of the Co-Op agency.

If any material is damaged or destroyed through the fault of the awarded contractor, the item must be replaced within forty-eight (48) hours at the contractor's expense. The replacement sod must be the same species and size. Failure to adhere to the above requirements may result in the cancellation of the contract.

QUALITY ASSURANCE

All sod furnished under this ITB shall be of commercial quality grade as specified by the Southern Seed Certification Association, Inc.

Contractor's superintendent shall be well versed in Florida sod material and planting operations. All employees shall be competent and highly skilled in their particular job responsibility in order to properly perform the work. The Contractor is responsible for maintaining the quality of the material on the job throughout the duration of the contract.

Any nursery supplying sod that has represented the quality of the sod as being higher than the actual grade as determined under this section shall remove from the project all sod already delivered. Also, the nursery shall not be allowed to supply any additional sod until written evidence is submitted by the Contractor and confirmed by the Grounds Maintenance departments of the participating Co-Op agencies that all material has been inspected and approved by the State Plant Board as being of the quality as represented.

The Co-Op has the option to inspect the sod fields prior to the awarding of the Bid and any time during the contract period in order to assure that the sod quality meets the Bid specifications. Compliance with all current restrictions is regarded to movement of the sod into or within areas which are outside of quarantine boundaries for the white fringed beetle and the imported fire ant, as issued by the following agencies:

- a. U.S. Department of Agriculture, Animal and Plant Health Inspection Services
- b. Florida Department of Agriculture, Division of Plant Industry

Names of varieties not included therein have been generally derived from names accepted in the landscape industry. Where the local nomenclature of the common name differs, the local nomenclature has been used.

The sod shall be nursery grown, except where specified otherwise, and shall comply with all required inspectors, grading standards, and plant regulations as set forth by the Florida Department of Agriculture.

SUBSTITUTIONS

Substitutions of sod types shall be permitted only upon submission of documented proof that the particular type specified is not obtainable. Substitute shall be submitted for approval by the Grounds and/or Landscape Maintenance departments of the participating Co-Op agencies. The Agencies reserve the right to obtain the sod requested from another source.

GUARANTEE

The guaranteeing sod shall be construed to mean complete and immediate replacement of sod if it is:

- a. Not in a healthy growing condition
- b. There is a question to its survival ability at the end of the Guarantee period.
- c. Sod is dead.
- d. Contains excessive weed contamination.
- e. Infestation of **any** pests and/or bugs (i.e. fringed beetle)

Replacement of sod shall be of the same species as that of the plant to be replaced. The guarantee shall be null and void for sod which is damaged, unhealthy, or dies as a result of Acts of God, limited to hail, freeze and winds which exceed hurricane force; providing the sod was in healthy growing condition prior to these Acts of God.

TRANSPORTATION

Movement of sod shall comply with all Federal, State and local laws and regulations. Sod shall be transported on vehicles of adequate size.

WORK SCHEDULE

Contractor shall guarantee delivery and/or work schedule within **ten (10) calendar days after notification** of each project. If Contractor cannot make sod delivery and/or work schedule within ten (10) calendar days, the Co-Op Agency has the option to obtain sod from the secondary awarded vendor. If the secondary vendor cannot deliver or meet the work schedule with the ten (10) calendar days, then the City/Co-Op reserves the right to contact another vendor who can deliver and/or meet the work Schedule. Depending upon the circumstances, the City/Co-Op may document the deficiency in the permanent file as non-performance. Contractor shall:

- a. Deliver sod on pallets with root system protected from exposure to wind and sun.
- b. Deliver sod in quantities capable of being installed within forty-eight (48) hours of cutting. All installation of sod must be completed within twenty-four (24) hours after delivery to installation site.

TRAFFIC CONTROL AND PROTECTION

The plans for traffic control within work sites shall be developed with safety concerns as a high priority. The plans should include protection at work site when work is in progress and when operations have been halted (such as during the night). Provisions for the protection of work crew, traffic control personnel, pedestrian and motorists shall be addressed. In all cases, the operation plan for traffic control and protection shall include provisions for the following:

- a. Advance warning
- b. Clear view of work site
- c. Roadway delineation
- d. Regulatory information
- e. Hazard warning
- f. Barriers
- g. Pedestrian safety
- h. Access
- i. Location of vehicles and equipment
- j. Night safety
- k. Personnel training
- l. Traffic control and protection devices (see Florida Department of Transportation Manual on Traffic Controls and Safe Practices for Street and Highway Construction, Maintenance, and Utility Operations.

A written plan detailing traffic control and safety protection should, if required by a Co-Op agency, be prepared by the successful Bidder. This plan will be part of the continuing contract requirements.

SOD INSTALLATION

Installation shall be in accordance with the guidelines specified by the Southern Seed Certification Association, Inc. and including but not limited to the following:

- Installer must be equipped with proper tools to cut and smooth out depressions created by loaders, forklifts, etc. and must have on-site equipment to move sod pallets. Ground preparation will be the responsibility of the Agency(ies) unless requested by Agency(ies).
- All sod shall be planted within forty-eight (48) hours of cutting and shall be kept shaded and moist. Sod shall be carefully placed edge-to-edge by hand with tightly fitted joints (overlapping will not be allowed).
- Sod shall be immediately pressed firmly into place by hand tamping or roller. The installation operation shall provide a true and even surface and ensure knitting without displacement to sod or deformation of the surface of the sodded areas. Areas inaccessible to roller shall be hand tamped.
- On slopes having a ratio greater than or equal to 1:3, sod shall be pegged into place with not less than two stakes per square yard.
- Installer shall clean all adjacent areas soiled during installation and remove all pallets from site.

INSTALLATION (Where Applicable):

The sod shall be moist and shall be placed on moist soil. Pitchforks shall not be used in handling sod, and dumping from vehicles shall **not** be permitted. The sod shall be carefully placed by hand, edge-to-edge, in rows at right angles to the slope, commencing at the base of the area to be sodden and working upward. The sod shall be immediately pressed firmly into contact with sod bed to provide a true and even surface and ensure knitting without displacement of sod or deformation of the surfaces of the sodden area. The edges of the sodden areas shall be staggered in a corresponding manner, providing the offset along the edge does not exceed six inches (6"). All vertical edging adjacent to sodden areas shall be tamped as to produce a feather edge. Should Contractor use a roller, they shall coordinate its use as necessary to avoid damage to other work in place.

On slopes having a ratio of one in three or greater, peg the installed sod into place with not less than two stakes per square yard.

Immediately after completing placement of sod, begin water operation. Water shall be applied in the amount necessary to keep the sod moistened to the full depth of the root zone for a period of not less than two (2) weeks.

After the sod has been installed, pallets and other debris created by the Contractor shall be removed from the project. Any paved areas, including curbs and sidewalks which have been strewn with soil, sod waste or fertilizer shall be thoroughly swept.

In the event that weeds or other undesirable vegetation became prevalent to such an extent that either cut or uncut they threaten to smother the grass species, they shall be removed as directed by the Grounds Maintenance Supervisor of the appropriate agency. If necessary, it shall be replaced as needed.

Installation must be in staggered joints, edge to edge, as tight as possible. All sod shall be alive, fresh, uninjured, and free of insects, pests, weeds, disease and Nematodes.

INSTALLATION (Where Applicable):

The City may, during the term of the contract, add or delete service, wholly or in part at any of the listed locations. In the event that a site listed herein is deleted, the quoted cost for service being deleted shall be removed from the monthly invoice amount, if applicable. In the event that a site is added to listing herein and to the contract, the bidder shall invoice utilizing the prices quoted herein.

The following are a listing of Co-op Agencies that may require deliveries at different locations within their respective municipalities. The list of contact persons should **not be** contacted during the bidding process; only the Purchasing Representative contact listed within this Invitation to Bid shall be contacted.

ENTITY	CONTACT	PHONE #	E-MAIL ADDRESS	ADDRESS
City of Boynton Beach	Kristeena Pinto, Purchasing Manager	561-742-6322	pintok@bbfl.us	100 East Ocean Ave, Boynton Beach, FL 33435
City of Margate	Ben Trapani	954-658-7693	btrapani@margatefl.com	5790 Margate Blvd Margate, FL 33063
City of Coral Gables	Yusbel Gonzalez	305-460-5107	contracts@coralgables.com	2800 S.W. 72 Ave., Miami, FL 33155
City of Coral Springs	Yasmin Teja	954-344-1101	yteja@coralsprings.org	9500 W. Sample Road Coral Springs, FL 33065
Town of Davie	Jenna Albers	954-797-1131	jalbers@davie-fl.gov	8800 S.W. 36 th Street Davie, FL 33328
City of Greenacres	Monica Powery	561-642-2039	mpowery@greenacresfl.gov	6600 University Drive Parkland, FL 33067
City of Parkland	Richard Spallino	954-457-4106	rspallino80@cityofparkland.org	100 N. Andrews Ave., Ft. Laud., FL 33301
City of Sunrise	Holly Raphaelson	954-572-2202	hraphaelson@sunrisefl.gov	10770 W. Oakland Park Blvd., Sunrise, FL 33351
City of Wilton Manors	Daren Jairam	954-390-2171	djairam@wiltonmanors.com	2020 Wilton Manors Dr. Wilton Manors, FL 33305
City of Miami	Richard McLaren	305-416-1958	rmclaren@miamigov.com	444 S.W. 2 nd Avenue Miami, FL 33029
City of Pembroke Pines	Mark Gomes	954-518-9020	mgomes@ppines.com	8300 S. Palm Drive Pembroke Pines, FL 33025
City of Miami Beach	William Garviso	305-673-7490	williamgarviso@miamibeachfl.gov	1755 Meridian Ave Miami Beach, FL 33139
City of North Miami Beach	Meghan C. Bennett	305-948-2946	meghan.bennett@citynmb.com	17011 N.E. 19 th Ave North Miami Beach, FL 33162
City of Hallandale Beach	Kyle Vohwinkel	954-457-1331	kvohwinkle@hallandalebeachfl.gov	400 South Federal Hwy Hallandale Beach, FL 33009



SOD AND SOD INSTALLATION SERVICES

BID No.: CW22-027

GENERAL CONDITIONS FOR BIDDERS

1. FAMILIARITY WITH LAWS: The Bidder is presumed to have full knowledge of and be in compliance with all Federal, State, and Local laws, ordinances, rules, and regulations that in any manner affect the equipment and the services provided to the City. Ignorance on the part of the Bidder will in no way relieve Bidder of responsibility to adhere to such regulations.
2. BID FORMS: The Bidder will submit a BID on the BID forms provided. The Bidder must state the price and the time of delivery for which they propose to deliver the equipment or service requested. The Bidder IS required to be licensed to do business as an individual, partnership, or corporation in the State of Florida. All BID forms must be executed and submitted for easy identification. BIDs not submitted on BID forms herein may be rejected. All BIDs are subject to the conditions specified within this solicitation document. BIDs which do not comply with these conditions are subject to rejection.
3. EXECUTION OF BID: BID must contain a manual signature of an authorized representative in the space provided on all affidavits and proposal sheets.
4. NO SUBMITTAL: A NO SUBMITTAL response can be submitted online through the e-Procurement bidding system.
5. BID DEADLINE: It is the Bidder's responsibility to assure that the BID is submitted electronically by or at the proper time and date prior to the BID deadline. Late Submittal Responses are not permitted by the e-Procurement bidding system.
6. RIGHT TO REJECT BID: The City reserves the right to reject any or all bids, waive technical errors, or to accept a portion of any bids that are deemed to be the most responsive, responsible bidder(s) which represents the most advantageous bid to the City. In determining the "most advantageous bid", price, quantifiable factors, and other factors are considered. Such factors include but are not limited to specifications; delivery requirements; the initial purchase price; life expectancy; cost of maintenance and operation; operating efficiency; training requirements; disposal value; and other factors contributing to the overall acquisition cost of an item. Consideration may be given, but is not necessarily limited to conformity to the specifications; including timely delivery; product warranty; a bidder's proposed service; ability to supply and provide service; delivery to required schedules and past performances in other contracts with the City or other government entities.
7. BID TERM: The initial term of the Bid award shall be for a period of two (2) years and by mutual agreement between the City and the awardee(s), may be renewable for three (3) additional one (1) year periods under the same terms, conditions, pricing, and upon mutual agreement with the awarded vendor.

The City reserves the right to extend automatically for a period not to exceed an additional six (6) months in order to provide the City with continual service while a new contract is solicited, evaluated, and/or awarded.

8. **RIGHTS OF THE CITY:** The City expressly reserves the right to:
- A. Waive as an informality, minor deviations from specifications at a lower price than the most responsive, responsible bidder meeting all aspects of the specifications and consider it if it is determined that total cost is lower and the overall function is improved or not impaired;
 - B. Waive any defect, irregularity, or informality in any bid or bidding procedure;
 - C. Reject or cancel any or all bids;
 - D. Reissue an Invitation to Bid;
 - E. Extend the bid deadline time and date;
 - F. Procure any item by other means;
 - G. Increase or decrease the quantity specified in the Invitation to Bid;
 - H. Consider and accept an alternate bid as provided herein when most advantageous to the City.
9. **STANDARDS:** Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective bidder has:
- A. Available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain such, necessary to indicate its capability to meet all contractual requirements;
 - B. A satisfactory record of performance;
 - C. A satisfactory record of integrity;
 - D. Qualified legally to Contract within the State of Florida and the City of Boynton Beach;
 - E. Supplied all necessary information in connection with the inquiry concerning responsibility.
10. **DISQUALIFICATION OF PROPOSER:** More than one Proposal from an individual, firm, partnership, corporation or association under the same or different names shall not be considered. All proposals shall be rejected if there is reason to believe that collusion exists between Proposers. Automatic disqualifiers are as follows:
- a. Not including an executed Proposer signature.
 - b. Not being licensed to perform the required work or to provide the required product.
 - c. Not being eligible to submit a proposal due to violations listed under Item No.29, "Public Entity Crimes."
 - d. Not completing the RFQ Submittal Forms as required.
11. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidders must furnish all information requested in the spaces provided on the bid form. Further, as may be specified elsewhere, each bidder must submit for bid evaluation cuts, sketches, and descriptive literature, and technical specifications covering the products offered. Reference to literature submitted with a previous bid or on file with the buyer will not satisfy this provision.
12. **INTERPRETATIONS:** Any questions concerning conditions and specifications should be directed to the Purchasing representative through the Bidding System only by clicking on the "Submit a Question" button for this specific BID no later than ten (10) days prior to the BID deadline. Inquiries must reference the date by which the BID is to be received.
13. **CONFLICT OF INTEREST:** The award hereunder is subject to all conflict of interest provisions of the City of Boynton Beach, Palm Beach County, of the State of Florida.
14. **SUBCONTRACTING:** If a bidder subcontracts any portion of a Contract for any reason, the bidder must state the name and address of the subcontractor and the name of the person to be contacted on the attached "Schedule of Subcontractors". The City of Boynton Beach reserves the right to accept or reject any or all bids wherein a subcontractor is named and to make the award to the bidder, who, in the opinion of the City, will be in the best interest of and/or most advantageous to the City. The City also reserves the right to reject a bid of any bidder if the bid names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time Contracts of a similar nature, or who is not in a position to perform properly under this award. The City reserves all rights in order to make a determination as to the foregoing.

15. ADDENDA: From time to time, the City may issue an addendum to change the intent or to clarify the meaning of the Contract documents. Since all addenda are available to Bidder's through the City's e-Procurement system Boynton-beach.bidsandtenders.net, it is the responsibility of each Bidder to have received ALL addenda that are issued. Bidders should check online at Boynton-beach.bidsandtenders.net prior to submitting their bid and up until the bid closing time and date in the event, additional addenda are issued. If a Bidder submits their bid prior to the BID closing time and date and an addendum has been issued, the Bidding System shall WITHDRAW the Bidder's submission and the submittal status will change to an INCOMPLETE STATUS and Withdraw the Bid Proposal. The Bidder can view this status change in the "MY BIDS" section of the Bidding System.

The Bidder is solely responsible to:

- A. make any required adjustments to their Bid; and
- B. acknowledge the addenda; and
- C. Ensure the re-submitted Bid is RECEIVED by the Bidding System no later than the stated bid closing time and date.

16. ADDITIONAL QUANTITIES: The City reserves the right to acquire additional quantities of the bid products or services at the prices bid in this invitation. If additional quantities are not acceptable, the bid sheets must be noted: "**BID IS FOR SPECIFIED QUANTITY ONLY**".

17. SAMPLES: Samples of items, when called for, must be furnished free of expense, and if not used, tested, or destroyed, upon request, will be returned at the bidder's expense. Request for the return of samples may be made within ten (10) days following the bid deadline. Each individual sample must be labeled with the bidder's name, manufacturer's brand name and number, and item reference.

18. DEMONSTRATIONS: Performance of the equipment/services upon request can be deemed a part of the evaluation process in determining the award of the bidder. Demonstrations of the merits of the equipment/services that meet City requirements shall be requested by Procurement Services. Equipment demonstrated shall be a minimum of one (1) year old. All required staff, to be assigned per the individual bid product or service application, will form the Bid Award Committee to evaluate and submit a group award recommendation. The City reserves the right to make separate and independent awards based on its needs and the combined evaluation results.

19. ESCALATOR CLAUSE: Any bid which is submitted subject to an escalator clause will be rejected.

20. EXCEPTIONS: Incorporation in a bid of exceptions to any portion(s), of the Contract documents may invalidate the bid. Exceptions to the Technical and Special Provisions shall be clearly and specifically noted in the bidder's proposal on a separate sheet marked "**EXCEPTIONS TO THE SPECIFICATIONS**" and this sheet shall be attached to the bid. The use of the bidder's standard forms or the inclusion of the manufacturer's printed documents shall not be construed as constituting an exception within the intent of the Contract documents.

21. ALTERNATES: Where a base bid is provided for, the bidder shall submit a bid on the base bid and may exercise their own prerogative in submitting a bid on alternate items. The Owner reserves the right to accept or reject the alternates or base bid or any combination thereof. The Owner, or a representative, further reserves the unqualified right to determine whether any particular item or items of material, equipment, or the like, is an approved equal, and reserves the unqualified right to a final decision regarding the approval or rejection of the same.

22. NONCONFORMANCE TO CONTRACT CONDITIONS: Items may be tested for compliance with specifications under the direction of appropriate testing laboratories. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at the vendor's expense. These items and items not delivered as per delivery date in the bid and or Purchase Order may result in the bidder being found in default in which event any and all procurement costs may be charged against the defaulted Contractor. Any violation of these stipulations may also result in the vendor's name being removed from the City of Boynton Beach's vendor mailing list.

- 23. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City Manager shall be final and binding on both parties.
- 24. **ANTITRUST CAUSE OF ACTION:** In submitting a bid to the City of Boynton Beach, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Boynton Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price-fixing relating to the particular commodities or services purchased or acquired by the City of Boynton Beach. At the City of Boynton Beach's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.
- 25. **GOVERNMENTAL RESTRICTIONS:** In the event, any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful bidder to notify the City at once, indicating in a letter the specific regulation which required an alteration. The City reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract at no expense to the City.
- 26. **LEGAL REQUIREMENTS:** Federal, State, County, and City laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.
- 27. **ON PUBLIC ENTITY CRIMES** – All Invitations to Bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows: “A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract or provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list”.
- 28. **SCRUTINIZED COMPANIES LISTS Florida Statues Section 287.135:** By submission of this BID, the bidder certifies that the bidder is not participating in a boycott of Israel. Bidder further certifies that Bidder is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Bidder been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Bidder of the City's determination concerning the false certification. Bidder shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Bidder shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Bidder does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.
- 29. **NON-COLLUSION AFFIDAVIT:** Each Bidder shall complete the Non-Collusion Affidavit Form and shall submit the form with their Proposal. The City considers the failure of the Bidder to submit this document to be a major irregularity and may be cause for rejection of the Proposal.
- 30. **TRADE SECRET:** Any language contained in the Bidder's Proposal purporting to require confidentiality of any portion of the Proposal, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Bidder submits any documents or other information to the City which the Bidder claims are Trade Secret information and exempt from Florida Statutes Chapter 119.07 (Public Records Laws), the Bidder shall clearly designate that it is a Trade

Secret and that it is asserting that the document or information is exempt. The Bidder must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Bidder's Proposal constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the City its officers, employees, volunteers, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR PROPOSAL AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR PROPOSAL OR ANY PART THEREOF AS COPYRIGHTED.

31. ANTI-KICKBACK AFFIDAVIT: Each Bidder shall complete the Anti-Kickback Affidavit Form and shall submit this form with their Proposal. The City considers the failure of the Bidder to submit this document to be a major irregularity and may be cause for rejection of the Proposal.
32. CONFIRMATION OF MINORITY-OWNED BUSINESS: It is the desire of the City of Boynton Beach to increase the participation of minority-owned businesses in its contracting and procurement programs. While the City does not have any preference or set-aside programs in place, it is committed to a policy of equitable participation for these firms. Therefore, each Bidder shall complete the Confirmation of Minority-Owned Business Form and shall submit the form with its Bid/Proposal.
33. ADVERTISING: In submitting a bid, the bidder agrees not to use the results as a part of any commercial advertising. Violation of this stipulation may be subject to action covered under **"NONCONFORMANCE WITH CONTRACT CONDITIONS"**.
34. ASSIGNMENT: Any Purchase Order issued pursuant to this bid invitation and the funds which may be come due hereunder are not assignable except with the prior written approval of the City.
35. LIABILITY: The selected bidder(s) shall hold and save harmless the City of Boynton Beach, Florida its officers, agents, volunteers, and employees from liability of any kind in the performance of this Contract. Further, the selected bidder(s) shall indemnify, save harmless and undertake the defense of the City, its City Commissioners, agents, servants, and employees from and against any and all claims, suits, actions, damages, or causes of action arising during the term of this Contract, for any personal or bodily injury, loss of life, or damage to property arising directly or indirectly from bidder's operation pursuant to this Contract and from and against all costs, counsel fees, expenses and liabilities incurred in an about any such claims, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders or judgments which may be entered therein. The City shall notify the bidder within ten (10) days of receipt by the City of any claim, suit, or action against the City arising directly or indirectly from the operations of the bidder hereunder, for which the City may be entitled to a claim or indemnity against the bidder, under the provisions of this Contract. Bidder shall have the right to control the defense of any such claim suit or actions. The bidder shall also be liable to the City for all costs, expenses, attorneys' fees, and damages that may be incurred or sustained by the City by reason of the bidder's breach of any of the provision of the contract. Bidder shall not be responsible for negligent acts of the City or its employees.
36. AWARD OF CONTRACT: The low monetary bid will NOT in all cases be awarded the Contract or Purchase Order. Contracts or Purchase Orders will be awarded by the City to the most responsive, responsible bidder whose bid represents the most advantageous bid to the City, price, and other factors considered. Evaluation of bids will be made based upon the evaluation factors and standards set forth herein. The City reserves the right to reject any and all bids and to waive technical errors as set forth herein. In the event of a Court challenge to an award by any bidder, damages, if any, resulting from an award shall be limited to actual bid preparation costs incurred by the challenging bidder. In no case will the award be made until all necessary investigations have been made into the responsibility of the bidder and the City is satisfied that the most responsive, responsible bidder is qualified to do the work and has the necessary organization, capital, and equipment to carry out the required work within the time specified.

- 37. **AS SPECIFIED:** A Purchase Order will be issued to the successful bidder with the understanding that all items/services delivered must meet the specifications herein. Items/services delivered not as specified, will be returned at no expense or penalty to the City of Boynton Beach.
- 38. **DELIVERY:** Prices shall be quoted F.O.B. Boynton Beach, Florida. F.O.B. destination indicates that the seller is responsible for the shipment until it reaches its destination. Any and all freight charges are to be included in the bid total. The bidder's invoice payment terms must be shown.
- 39. **WARRANTY REQUIREMENTS:** Each item, including all components and all installed accessories and equipment, shall be guaranteed by the bidder to be free of defective parts and workmanship. This warranty shall be for a period of 365 days or the time designated in the standard factory warranty, whichever is longer. The warranty will be the same as that offered to the commercial trade and shall be honored by any of the manufacturer's authorized dealers. Warranty will cover parts, labor, and any necessary shipping. Warranty repairs may be accomplished on City property if space is available; this will be at the sole discretion of the City. Contact Procurement Services for permission to perform warranty service on City property. Warranty to start at the time of acceptance by the City; however, in cases where vehicles or equipment are not immediately placed in service, the bidder will provide a delay of warranty start-up time. The period of warranty delay will be coordinated by Procurement Services.
- 40. **PRICES, TERMS, AND PAYMENT:** Firm prices shall be quoted and include all packing, handling, shipping charges, and delivery to the destination shown herein. Bidder is requested to offer a cash discount for prompt invoice payment. Discount time will be computed from the date of satisfactory delivery at the place of acceptance or from receipt of the correct invoice at the office specified, whichever is later.

Prices quoted shall be F.O.B. destination.

Prices quoted shall be firm for the initial year of the (2) two-year contract. No cost increases shall be accepted during the first year of this contract term.

Thereafter, for the second year of the contract and any extensions which may be approved by the City shall be subject to the following: Costs for the second contract year and any extensions shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending December 31st, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

Cost adjustments, in all cases shall reflect only a direct pass-through of costs, and no changes to the Vendor's profit margin shall be permitted. All cost increases over 2% must be approved by the City Commission on recommendation of the Director of Financial Services.

- 41. **TIME OF DELIVERY:** The bidder shall state in the bid the time of delivery of the equipment. Time is of importance to the City and the bidder is hereby notified that the date of delivery will be considered as a factor in the evaluation of the bids.

All equipment shall be completely assembled, adjusted, and clean. All standard equipment and specified options shall be installed and the unit made ready for continuous, heavy-duty service. In addition to new equipment pre-delivery service, a thorough condition and specification compliance from these specifications, including manufacturer's standard equipment items, and accessory equipment supplied by the equipment dealer, which is clearly necessary for the complete operation of the vehicle, shall be considered a requirement although not directly specified in these specifications.

42. LICENSE AND PERMITS: It shall be the responsibility of the successful bidder to obtain all licenses and permits, if required, to complete this service at no additional cost to the City. Licenses and permits shall be readily available for review by the Purchasing Agent and City Inspectors.

43. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH: The bidder certifies that all material, equipment, etc., contained in this bid meets all O.S.H.A. requirements. Bidder further certifies that if awarded as the successful bidder, and the material equipment, etc. delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on the date of delivery, all costs necessary to bring the materials, equipment, etc., into compliance with the aforementioned requirements shall be borne by the bidder.

Bidder certifies that all employees, subcontractors, agents, etc. shall comply with all O.S.H.A. and State safety regulations and requirements.

44. PALM BEACH COUNTY INSPECTOR GENERAL: The contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any contracts resulting from this solicitation, and in furtherance thereof, may demand and obtain records and testimony from the contractor and its subcontractors and lower-tier subcontractors. The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower-tier subcontractors to fully cooperate with the Inspector General when requested, may be deemed by the municipality to be a material breach of this contract justifying its termination.

45. PUBLIC RECORDS: Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

The City is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law. Specifically, the Consultant shall:

- A. Keep and maintain public records required by the City to perform the service;
- B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;
- C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Consultant shall destroy all copies of such confidential and exempt records remaining in its possession once the Consultant transfers the records in its possession to the City; and
- D. Upon completion of the contract, Consultant shall transfer to the City, at no cost to the City, all public records in Consultant's possession. All records stored electronically by Consultant must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

E. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

**CITY CLERK'S OFFICE
100 EAST OCEAN AVENUE**

BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CITYCLERK@BBFL.US

46. E-VERIFY: Contractor is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

1) Definitions for this Section:

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

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

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

2) Registration Requirement; Termination:

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

- a. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b. All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the City of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and
- c. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.



SOD AND SOD INSTALLATION SERVICES

BID No.: CW22-027

SPECIAL TERMS AND CONDITIONS

1. **AWARD:** Award will be made to the most responsible, responsive bidder(s) meeting specifications and minimum qualifications, and is in the best interest of the City of Boynton Beach and participating governmental entities of the Southeast Florida Governmental Purchasing Cooperative within Miami-Dade, Broward, and Palm Beach Counties.
2. **COOPERATIVE BID:** Supplier(s) will be required to make deliveries to location as specified by the ordering agencies. Any reference in the bid documents to a single entity shall apply to all participating entities.

The terms and conditions of the individual contracts and/or purchase orders including, but not limited to provisions regarding invoicing, individual delivery points, delivery instructions, and insurance requirements shall be established individually by each participating governmental entity prior to award. The City's Local Vendor Preference Policy DOES NOT apply to this bid.

MUNICIPALITIES AND OTHER GOVERNMENTAL ENTITIES WHICH ARE NOT MEMBERS OF THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP ARE STRICTLY PROHIBITED FROM UTILIZING ANY CONTRACT OR PURCHASE ORDER RESULTING FROM THIS BID. HOWEVER, OTHER CO-OP MEMBERS MAY PARTICIPATE IN THIS CONTRACT DURING THE RENEWAL PERIOD PROVIDED IT IS ACCEPTABLE TO THE VENDOR(S).

This contract is open for use to ALL Southeast Florida Governmental Purchasing Cooperative Group Agencies upon award. This is the current listing and may be updated from time to time.

- Adventura, City of
- Boca Raton, City of
- Boynton Beach, City of
- Broward College
- Broward County Housing Authority
- Broward County Purchasing
- Broward Metro Planning Organization (MPO)
- Broward County Port Everglades
- Children's Services Council of Palm Beach County
- Coconut Creek, City of
- Cooper City, City of
- Coral Gables, City of
- Coral Springs Improvement District
- Coral Springs, City of
- Dania Beach, City
- Davie, Town of
- Deerfield Beach, City of
- Delray Beach, City of
- Fort Lauderdale, City of
- Greenacres, City of
- Hallandale Beach, City of

Hillsboro Beach, City of
 Hollywood, City of
 Lake Worth Beach, City of
 Lauderhill, City of
 Lauderdale Lakes, City of
 Lauderdale-by-Sea, City of
 Margate, City of
 Miami, City of
 Miami Beach, City of
 Miami Gardens, City of
 Miramar, City of
 North Lauderdale, City of
 North Miami Beach, City of
 Oakland Park, City of
 Opa Locka, City of
 Palm Beach Sheriff's Office
 Parkland, City of
 Pembroke Park, City of
 Pembroke Pines, City of
 Plantation, City of
 Pompano Beach, City of
 Riviera Beach, City of
 South Florida Regional Transportation Authority (SFRTA)/Tri-Rail
 Solid Waste Authority of Palm Beach County
 South Florida Water Management District (SFWMD)
 Southwest Ranches, Town of
 Sunny Isles Beach, City of
 Sunrise, City of
 Tamarac, City of
 Wellington, Village of
 Wilton Manors, City of

3. **BID TERM:** The initial term of the Bid awarded shall be for two (2) years and by mutual agreement between the City and the awardee(s), may be renewed for three (3) one-year terms under the same terms, conditions, pricing, and upon mutual agreement with the awarded vendor. Renewals shall be contingent upon satisfactory performance evaluations by the agency and subject to the availability of funds.
4. **NON-EXCLUSIVE AGREEMENT:** No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under the agreement.
5. **ORDERING:** The City reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in the contract, and if the vendor is unable to comply therewith, the City reserves the right to purchase commodities/services from another source without penalty or prejudice to the City.
6. **FISCAL YEAR PURCHASE ORDER:** Items shall be ordered via a Blanket Purchase Order on an "as needed" basis for each fiscal year that the Agreement is in existence at prices quoted per the Agreement. Invoices must be submitted against each individual blanket purchase order.

The City reserves the right to extend automatically for a period not to exceed an additional six (6) months in order to provide the City with continual service while a new contract is solicited, evaluated, and/or awarded.

7. **COST ADJUSTMENTS:** Prices quoted shall be F.O.B. destination and firm for the initial bid term. No cost increases shall be accepted during the first year of this initial bid term. Please consider this when providing pricing for the Bid. Cost increases for any extension terms shall be subject to City approval.

Thereafter, for the second year of the contract and any extensions which may be approved by the City shall be subject to the following: Costs for the second contract year and any extensions shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor.

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending December 31st, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the bid term anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved bid extension.

The City, may after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract will be considered canceled on the scheduled expiration date.

All cost increases must be approved by the City Commission on the recommendation of the Director of Financial Services.

- 8. **MARKET CONDITIONS:** The City of Boynton Beach reserves the right to purchase on the open market should lower market process prevail, at which time the successful bidder shall have the option of meeting the lower price or relieving the City of Boynton Beach of any obligations previously understood.
- 9. **AWARD:** Award will be made to the responsive and responsible bidder(s), quoting the lowest price, for that goods and services identified, that will best serve the needs of the City of Boynton Beach. The City also reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all Bids and to award or not award a contract based on this Bid solicitation.

The City shall award this contract to **two (2) bidders (primary, and secondary) by GROUP and by ZONE**, to the lowest responsive, responsible bidder(s). Unit prices must be stated on the price proposal page within the Bids & Tenders platform. For items in groups, it is necessary to bid on every item within the group, and all items in the group must meet specifications in order to be considered for award. In the event that any item in the group does not meet the specifications, the entire group will be disqualified.

The lowest awarded bidder in an item or group shall be considered the primary vendor and should receive the largest volume of work. It is therefore contingent upon the bidder(s) to Bid on every item within the group.

City reserves the right to reject any bidder who has previously failed in the proper performance of an award, or failed to deliver on time contracts in a similar nature, or who is not responsible (financial capability, lack of resources, etc.) to perform under this award. CITY reserves the right to inspect all facilities of any bidder in order to make a determination as to the foregoing. The City or participating Co-Op agency further reserves the right to consider a Bidder's history of not meeting established work schedules on prior bids and/or poor quality of material supplied specifically on prior bids.

The City Commission or each participating Co-Op agency reserves the right to consider a Bidder's history of deficiencies in the industry in determining a Bidder's responsibility and further reserves the right to declare the low Bidder not responsible if said deficiencies warrant such determinations.

- 10. **COMPETENCY OF BIDDERS:** Pre-award inspection of the bidder's facility may be made prior to award of contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this bid and who can provide evidence that

they have established a satisfactory record of performance for a sufficient delivery fleet to insure that they can satisfactorily execute the services under the terms and conditions herein stated. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the most business practices in the industry and as determined by the designated City of Boynton Beach representative.

- 11. **VENDOR SERVICE REPRESENTATIVE:** The bidder must submit with his bid proposal the name, address, and phone number of the person(s) to be contacted for the placement of an order and the coordination of service. A contact for both regular work hours and after hours, weekends, and holidays must be identified.
- 12. **CANCELLATION:** Order will be subject to immediate cancellation if either product or service does not comply with the specifications as stated herein or fails to meet the participating co-op entity's performance standards.
- 13. **RIGHT TO TERMINATE:** In the event that any of the provisions of the bid are violated by the successful bidder, the City of Boynton Beach may serve written notice upon such bidder of its intention to terminate the bid award.
- 14. **TERMS AND CONDITIONS:** No additional terms and conditions included with the bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this bid solicitation are the only conditions applicable to this bid and the bidder's authorized signature affixed to the bidder acknowledgment attests to this.
- 15. **INVOICING AND PAYMENT:** Payments shall be made on a per-order (delivery) or monthly statement basis (for actual deliveries made). All invoices submitted for payment must include certified weight certificates indicating gross, tare, and net weights in addition to showing the purchase order number and must be directed to the appropriate governmental entity. Timely submission of a proper invoice(s) in strict accordance with the price(s) and delivery elements as stipulated in the Contract document should be submitted to:

City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425-0310

- 16. **TRANSFER PROHIBITED:** The successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of their bid award, or of any or all of his or its rights, title or interest herein, or his or its power to execute such award to any person, company or corporation without prior written consent of the corresponding governmental entity.
- 17. **INSURANCE:** It shall be the responsibility of the successful bidder to maintain workers' compensation insurance, property damage, liability insurance, and vehicular liability insurance, during the time any of the bidder's personnel are working on the City of Boynton Beach property. The vendor shall furnish the City with a certificate of insurance after the award has been made prior to the start of any work on City property. Said insured companies must be authorized to do business in the State of Florida and the City will not accept any company that has a rating less than B+ in accordance to A.M. Best's Key Rating Guide, the latest edition.
- 18. **INDEMNIFICATION/HOLD HARMLESS AGREEMENT:** Contractor shall, in addition to any other obligation to indemnify the participating co-op entities and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the participating co-op entity, their agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged bodily injury sickness, disease or death, or injury to

or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or b) violation of law, statute, ordinance, governmental administration order, rule, regulation, or infringement of patent rights by Contractor in the performance of the Work; of c) liens, claims or actions made by the Contractor or any subcontractor or other party performing the Work.

The indemnification obligations hereunder shall not be limited by any limitation on the amount, type of damages, compensation, or benefits payable by or for the Contractor, or any subcontractor under workers compensation acts; disability benefit acts, other employee benefit acts, or any statutory bar.

Any costs or expenses, including attorney's fees, incurred by any participating Co-op entity to enforce this Agreement shall be borne by the Contractor.

19. **GENERAL/SPECIAL CONDITION PRECEDENT:** In the event of a conflict between General Conditions and Special Conditions, the provisions of the Special Conditions shall have precedence.

20. **PRICING ZONES:** Pricing Zone Map is located herein as Exhibit "A" Bidder shall submit pricing for each of the following zones:

North Broward: Commercial Boulevard  **North** to include Palm Beach County

Central Broward: Between Commercial Boulevard  and  Griffin Road

South Broward: Griffin Road  **South** to include Miami-Dade County

21. **TERMINATION DEFAULT:** In addition to all other remedies available to the City/Co-Op Agency, this Contract shall be subject to cancellation by the City/Co-Op for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

In the event that any of the provisions of the contract are violated by the successful Bidder, the City/Co-Op may serve written notice upon such Bidder of its intention to terminate the contract, and unless ten (10) days after serving such notice upon the Bidder, such violation shall cease and satisfactory arrangement for correction are made, the contract shall, upon expiration on the tenth day, cease and terminate.

The City/Co-Op Agency by written notice may terminate in whole or in part any purchase orders resulting from this invitation when such action is in the best interest of the City/Co-Op. If purchase orders are so terminated, the City/Co-Op shall be liable only for payment for services rendered prior to the effective date of termination. Services rendered will be interpreted to include cost of items already delivered plus reasonable cost of supply actions short of delivery. The City/Co-Op reserves the right to determine reasonableness submitted for said cost of supply actions.

The City/Co-Op may without cause and without prejudice to any other right of remedy, submit a written thirty (30) calendar days notice to the successful Bidder terminating the agreement between the Contractor and the City/Co-Op Agencies for convenience, whenever the City/Co-Op determines that such termination is in the best interest of the City/Co-Op. Where the agreement is terminated for the convenience of the City/Co-op, the notice of termination to the successful Bidder must state that the contract is being terminated for the convenience of the City/Co-Op under the termination

clause and the extent of termination. Upon receipt of the notice of termination for convenience, the successful Bidder shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and subcontracts except as they may be necessary to complete any continued portions of the work.

- 22. **DEMOLITION AND DEBRIS REMOVAL:** The Contractor shall be responsible to remove all their debris from the site and clean affected work areas. Contractor shall keep the premises free of debris and unusable materials resulting from the Work and as Work progresses; or upon request by the City, shall remove such debris and materials from City property. The Contractor shall leave all affected areas as they were prior to beginning work.

- 23. **PROPERTY DAMAGE:** If property (public or private) is damaged while Contractor is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the Contractor in a manner acceptable to the City prior to the final acceptance of the Work. Such property shall include but not be limited to: structures, parkways, sidewalks, curbs and gutters, driveways, walls, fences, water features, footings, underground utilities, sod, shrubs, and trees.

- 24. **REPORTS:** Upon request by the City/Co-Op agencies, successful Bidder must be capable of providing a semi-annual and annual report on all items purchased during the contract period. Report to include sod species, unit price, quantity and grand total of all purchases.

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SOD AND SOD INSTALLATION SERVICES

BID No.: CW22-027

SOD SPECIFICATIONS / DESCRIPTIONS:

NOTE: There is sod details in the specification which are not accounted for in the estimated quantities requested herein. However, the City of Boynton Beach/Co-op may request quantities/orders for the unaccounted sod items during the course of the contract.

GENERAL BID SPECIFICATIONS - ALL TYPES OF SOD:

The sod shall be a uniform thickness of 1 ½" with a maximum of ½" thatch allowable. Sod shall be in either slabs or rolled strips of uniform length and width measurement no less than 12" x 24". The Co-Op agencies have the option to order either slabs or rolled strips of sod.

All sods shall be well matted with a dense root system and of firm, tough texture having a compact top growth and heavy root development; shall be free of objectionable grassy and broad-leaf weeds. Sod shall not be accepted if it contains Bermuda grass. (Note: this sentence does not apply to Bermuda items). Sod sections shall be strong enough to support their own height and retain their size and shape when suspended vertically from a firm grasp on the upper ten percent (10%) of the section. Sod shall not be harvested or transplanted when moisture content (excessively dry or wet) may adversely affect its survival. Sod shall be relatively uncompressed. The solid embedded in the sod shall be clean earth, free of stones and debris.

The sod shall have been mowed at least three (3) times with a lawn mower, with final mowing not more than seven (7) days prior to the sod being cut for placement. The sod shall be provided in commercial pad sized measuring not less than twelve inches (12") by twenty-four inches (24") and shall be live, fresh, and uninjured at the time of placement. It shall be machine cut at a uniform sort of thickness of 5/8", plus or minus ¼" at time of cutting. Measurement for thickness shall exclude top growth and thatch. The sod shall be live, fresh, and uninjured at the time of planting. It shall be shaded and kept moist from the time it is cut until it is planted.

This section specifies the furnishing and/or installing of sod. The following contains a specific description of the sods being requested and sod installation specifications:

1. **ST. AUGUSTINE "FLORATAM"** Commercial quality grade as specified by the Southern Seed Certification Association, Inc. St Augustine Floratam is a very hardy coarsely textured grass that can grow in many different types of soil including sandy soil. It is also tolerant of high or low pH levels. It's a tough grass that can handle heavy foot traffic, making it a good choice for high-traffic areas.
 - Sod shall be well matted with strong developed roots and be not less than two (2) years old, free of weeds and undesirable native grasses. Sod containing Bermuda grass will not be accepted.
 - Machine cut pad size: 12" x 24" x ¾" (+ ¼") excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a grasp on upper 10% of pad.
 - Sod must be viable (not dormant) and capable of vigorous growth when planted.
2. **ST. AUGUSTINE "CITRABLUE™"** Commercial quality grade as specified by the Southern Seed Certification Association, Inc. CitraBlue™ is a blue-colored, improved variety that likes to be walked on. It needs little water except in hot weather. CitraBlue™ can be used on

sports fields, parks, and commercial landscapes with moderate shade. Due to the nature of natural products, physical properties will vary (size, color, etc).

- Sod shall be well matted with strong developed roots and be not less than two (2) years old, free of weeds and undesirable native grasses. Sod containing Bermuda grass will not be accepted.
 - Machine cut pad size: 12" x 24" x ¾" (+ ¼") excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a grasp on upper 10% of pad.
 - Sod must be viable (not dormant) and capable of vigorous growth when planted.
3. **ST. AUGUSTINE "PALMETTO"** Commercial quality grade as specified by the Southern Seed Certification Association, Inc. Palmetto offers a more vibrant lush, emerald green color and a finer texture than St. Augustine grass alone. This type of sod is a popular choice in coastal and subtropical regions
- Sod shall be well matted with strong developed roots and be not less than two (2) years old, free of weeds and undesirable native grasses. Sod containing Bermuda grass will not be accepted.
 - Machine cut pad size: 12" x 24" x ¾" (+ ¼") excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a grasp on upper 10% of pad.
 - Sod must be viable (not dormant) and capable of vigorous growth when planted.
4. **BAHIA "ARGENTINE"** Commercial quality grade as specified by the Southern Seed Certification Association, Inc. Argentine is a relatively dense sod and has a dark green color, making it acceptable for lawn use in many situations. It has wider leaf blades than 'Pensacola' Bahia grass. It has good insect and disease resistance and tolerates cold temperatures well.
- Sod shall be well matted with strong developed roots and be not less than two (2) years old, free of weeds and undesirable native grasses. Sod containing Bermuda grass will not be accepted.
 - Machine cut pad size: 12" x 24" x ¾" (+ ¼") excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a grasp on upper 10% of pad.
 - Sod must be viable (not dormant) and capable of vigorous growth when planted.
5. **BAHIA "PENSACOLA"** Commercial quality grade as specified by the Southern Seed Certification Association, Inc. Pensacola has long, slim (narrow) leaves with a root system that grows to depths of 7-10 feet, which imparts excellent drought tolerance. It also tolerates either hot or cold temperatures as well. It produces an abundance of seed heads, which reduces its desirability for use as a lawn grass but makes it suitable for roadside plantings.
- Sod shall be well matted with strong developed roots and be not less than two (2) years old, free of weeds and undesirable native grasses. Sod containing Bermuda grass will not be accepted.
 - Machine cut pad size: 12" x 24" x ¾" (+ ¼") excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a grasp on upper 10% of pad. Sod must be viable (not dormant) and capable of vigorous growth when planted.
6. **BERMUDA "TIFWAY 419 – CERTIFIED"** Commercial quality grade as specified by the Southern Seed Certification Association, Inc. TifWay 419 Bermuda is deep green in color and medium to fine in texture. 419 Bermuda has excellent weed and disease resistance and is a superior turf for fairways, tees, athletic fields and home lawns. Its toughness, beauty and even growth has made it a popular sports turf for decades.

An official labeling certificate is to accompany each shipment of sod.

- Bermuda sod shall be of premium grade and sand grown. No broadleaf weeds and no more than two percent (2%) of any other grass or weeds. Sod shall possess

- characteristics upper surface pubescence. Sod shall be well matted with strong developed roots and be not less than two (2) years old.
- Machine cut pad size: 12" x 24" (except for "Big Roll Bermuda sod" which shall be delivered as harvested 42" wide x 100' long rolls) x 3/4" (+ 1/4") excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
- Sod must be viable (not dormant) and capable of vigorous growth when planted.

7. **BERMUDA "TIFWAY 419 – UNCERTIFIED"** Commercial quality grade as specified by the Southern Seed Certification Association, Inc. TifWay 419 Bermuda is deep green in color and medium to fine in texture. 419 Bermuda has excellent weed and disease resistance and is a superior turf for fairways, tees, athletic fields and home lawns. Its toughness, beauty and even growth has made it a popular sports turf for decades.

An official labeling certificate is to accompany each shipment of sod.

- Bermuda sod shall be of premium grade and sand grown. No broadleaf weeds and no more than two percent (2%) of any other grass or weeds. Sod shall possess characteristics upper surface pubescence. Sod shall be well matted with strong developed roots and be not less than two (2) years old.
- Machine cut pad size: 12" x 24" (except for "Big Roll Bermuda sod" which shall be delivered as harvested 42" wide x 100' long rolls) x 3/4" (+ 1/4") excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
- Sod must be viable (not dormant) and capable of vigorous growth when planted.

8. **BERMUDA "TIFEAGLE – CERTIFIED"** Commercial quality grade as specified by the Southern Seed Certification Association, Inc. TifEagle is a very fine-textured dwarf bermudagrass, tolerant of 3mm mowing height and uniquely adapted to intensively managed golf greens in the Southern Hemisphere.

An official labeling certificate is to accompany each shipment of sod.

- Bermuda sod shall be of premium grade and sand grown. No broadleaf weeds and no more than two percent (2%) of any other grass or weeds. Sod shall possess characteristics upper surface pubescence. Sod shall be well matted with strong developed roots and be not less than two (2) years old.
- Machine cut pad size: 12" x 24" (except for "Big Roll Bermuda sod" which shall be delivered as harvested 42" wide x 100' long rolls) x 3/4" (+ 1/4") excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
- Sod must be viable (not dormant) and capable of vigorous growth when planted.

9. **BERMUDA "TIFGREEN 328 – CERTIFIED"** Commercial quality grade as specified by the Southern Seed Certification Association, Inc. Tifgreen 328 is a water saving hybrid bermuda grass with low, dense growth habit & beautiful green color. Bermuda grasses thrive in Southern California.

An official labeling certificate is to accompany each shipment of sod.

- Bermuda sod shall be of premium grade and sand grown. No broadleaf weeds and no more than two percent (2%) of any other grass or weeds. Sod shall possess characteristics upper surface pubescence. Sod shall be well matted with strong developed roots and be not less than two (2) years old.
- Machine cut pad size: 12" x 24" (except for "Big Roll Bermuda sod" which shall be delivered as harvested 42" wide x 100' long rolls) x 3/4" (+ 1/4") excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
- Sod must be viable (not dormant) and capable of vigorous growth when planted.

10. **BERMUDA “CELEBRATION™”** Commercial quality grade as specified by the Southern Seed Certification Association, Inc. Celebration™ Bermuda grass is highly drought tolerant and quite visually appealing with its dark, blue-green color. With its low growing patterns and tough runners, Celebration™ requires less mowing than many other Bermuda grasses.
- Bermuda sod shall be of premium grade and sand grown. No broadleaf weeds and no more than two percent (2%) of any other grass or weeds. Sod shall possess characteristics upper surface pubescence. Sod shall be well matted with strong developed roots and be not less than two (2) years old.
 - Machine cut pad size: 12” x 24” (except for “Big Roll Bermuda sod” which shall be delivered as harvested 42” wide x 100’ long rolls) x ¾” (+ ¼”) excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
 - Sod must be viable (not dormant) and capable of vigorous growth when planted.
11. **BERMUDA “TIFTUT”** Commercial quality grade as specified by the Southern Seed Certification Association, Inc. TifTuf maintains turf quality under drought stress; it does not go drought-dormant like other warm season lawns. Rather, it holds acceptable green color, even during the tough droughts we endure here in the Deep South.
- Bermuda sod shall be of premium grade and sand grown. No broadleaf weeds and no more than two percent (2%) of any other grass or weeds. Sod shall possess characteristics upper surface pubescence. Sod shall be well matted with strong developed roots and be not less than two (2) years old.
 - Machine cut pad size: 12” x 24” (except for “Big Roll Bermuda sod” which shall be delivered as harvested 42” wide x 100’ long rolls) x ¾” (+ ¼”) excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
 - Sod must be viable (not dormant) and capable of vigorous growth when planted.
12. **BERMUDA “LATITUDE 36™”** Commercial quality grade as specified by the Southern Seed Certification Association, Inc. Latitude 36 demonstrates resistance to spring dead spotting and is one of the most cold-hardy bermudagrasses. It also offers high traffic tolerance and an exceptional visual appeal.
- Bermuda sod shall be of premium grade and sand grown. No broadleaf weeds and no more than two percent (2%) of any other grass or weeds. Sod shall possess characteristics upper surface pubescence. Sod shall be well matted with strong developed roots and be not less than two (2) years old.
 - Machine cut pad size: 12” x 24” (except for “Big Roll Bermuda sod” which shall be delivered as harvested 42” wide x 100’ long rolls) x ¾” (+ ¼”) excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
 - Sod must be viable (not dormant) and capable of vigorous growth when planted.
13. **BERMUDA “TIFDWAFT”** Commercial quality grade as specified by the Southern Seed Certification Association, Inc. Tifdwarf has wide adaptation throughout the warm-humid and warm semi-arid climate of the southern United States. Fine texture and relatively high shoot density. Good low temperature hardiness. Minimal seed head formation.
- Bermuda sod shall be of premium grade and sand grown. No broadleaf weeds and no more than two percent (2%) of any other grass or weeds. Sod shall possess characteristics upper surface pubescence. Sod shall be well matted with strong developed roots and be not less than two (2) years old.
 - Machine cut pad size: 12” x 24” (except for “Big Roll Bermuda sod” which shall be delivered as harvested 42” wide x 100’ long rolls) x ¾” (+ ¼”) excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
 - Sod must be viable (not dormant) and capable of vigorous growth when planted.
14. **PASPALUM “SEADWARF™”** Commercial quality grade as specified by the Southern Seed Certification Association, Inc. SeaDwarf is a medium- to fine-textured seashore

paspalum that was selected on the basis of its dwarf growth habit, tolerance of low cutting height, turf density, fine-textured growth, and apparent salt tolerance under field conditions.

- Sod shall be well matted with strong developed roots and be not less than two (2) years old, free of weeds and undesirable native grasses.
- Machine cut pad size: 12" x 24" x ¾" (+ ¼") excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
- Sod must be viable (not dormant) and capable of vigorous growth when planted.

15. **PASPALUM "SEASLE SUPREME"** Commercial quality grade as specified by the Southern Seed Certification Association, Inc. Seaisle Supreme has a very fine leaf blade with excellent green color that can be closely mowed to heights of 1/8 inch to 3 inches. The grass is a very aggressive grower and can be grown in and playable two to three weeks faster than other Paspalums.

- Sod shall be well matted with strong developed roots and be not less than two (2) years old, free of weeds and undesirable native grasses.
- Machine cut pad size: 12" x 24" x ¾" (+ ¼") excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
- Sod must be viable (not dormant) and capable of vigorous growth when planted.

16. **ZOYSIA "ULTIMATE FLORA®"** Ultimate Flora® Zoysia, a variety of Zoysia japonica, was developed in Florida by researchers at the University of Florida. This grass is a patented product of the University of Florida Turf Program. It was selected and bred for darker leaf color, fewer seed heads, a more refined leaf structure and, depending on location, faster growth rate than the long-standing Meyer zoysia grass. Ultimate Flora® Zoysia is well suited for use in parks and common areas in warm-season climates. Growers of Ultimate Flora® Zoysia shall be licensed by Environmental Turf, Inc.

- Sod pieces shall be 16" x 24" x ½" excluding top growth and thatch. Must be free of weeds or other grasses. Sod shall be well matted with strong developed roots and be not less than six (6) months old.
- Each pallet shall contain a minimum of 400 square feet and be cut within twenty-four (24) hours prior to delivery.
- Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
- Sod must be viable (not dormant) and capable of vigorous growth when planted.
- Sod containing Bermuda grass will not be accepted

17. **CENTIPEDE "HAMMOCK®"** Hammock® Centipede is a patented product of the University of Florida Turf Program. It is more heat tolerant than other Centipede cultivars. It was bred in South Florida and developed for use as a lawn that can stand up to the summer heat. Low-maintenance features make it highly attractive. Once established, it will need to be mowed less than six (6) times per year. It is suitable for roadways, medians and public common area lawns. Probably not suitable for high-traffic areas. Finer texture than St. Augustine grasses. Darker green color than many existing varieties of Centipede. Growers of Hammock Centipede shall be licensed by Environmental Turf, Inc.

- Sod pieces shall be 16" x 24" x ¼" excluding top growth and thatch. Must be free of weeds and other grasses. Sod shall be well matted with strong developed roots and be not less than six (6) months old.
- Each pallet shall contain a minimum of 400 square feet and be cut within twenty-four (24) hours prior to delivery.
- Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
- Sod must be viable (not dormant) and capable of vigorous growth when planted.
- Sod containing Bermuda grass will not be accepted.

18. **WILDFLOWER SOD** Wildflower sod is a lush mat of wildflower plants with these flowers in sod form. The sod is easily laid in place and is a popular alternative to a manicured

garden, as they are low maintenance requiring little water and reduce mowing frequency once established. Unlike popular belief, wildflowers are difficult to germinate from seed (most have a germination rate of 50% to 70%). Wildflower sod is the perfect answer because over ¾ of the seeds are already germinated and grown approximately 3-6 inches.

- Wildflower sod shall be furnished in using the same machine cut pad size: 12" x 24" x ¾" (+ ¼").
- The sod pads shall be composed of densely packed, at least 75mm tall – approx. 3 inches – perennial wildflower plants with well-developed root systems.
- Plants shall be mature enough to bloom within six (6) to eight (8) weeks after planting.
- The Wildflower sod shall contain a minimum of 4-5 varieties of hardy, native, perennial plants, and all must contain plants compatible with both Zone 10 and Zone 11.
- Sod shall contain a mix of native wildflowers within a sod form to include but not limited to:
 - Coreopsis Verticillata
 - Coreopsis Grandiflora
 - Coreopsis Tinctoria
 - Gaillardia Pulchella
 - Dune Sunflower
 - Coneflower

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SOD AND SOD INSTALLATION SERVICES

BID No.: CW22-027

ESTIMATED ANNUAL QUANTITIES
BY ZONE

NOTE: The prices stated shall include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges and expenses, labor for handling material, together with any and all other costs and expenses for performing and completing work, to include all pallet costs and/or deposits. Quantities below are represented as square footage. **Map of Pricing Zone is attached herein as Exhibit "A".**

- 1. North Broward/Palm Beach County:** From Commercial Boulevard.....North including Palm Beach County and all areas east and west within both county lines.

Estimated quantities represent anticipated yearly requirements for Cities of Boynton Beach, Greenacres, Parkland, Margate, Coral Springs.

GROUP	DESCRIPTION	NORTH
Group 1	St. Augustine "Floratom"	82,125
Group 2	St. Augustine "Citrablue"	-
Group 3	St. Augustine "Palmetto"	49,000
Group 4	Bahia "Argentine"	-
Group 5	Bahia "Pensacola"	15,000
Group 6	Bermuda "TifWay 419 - Certified"	94,560
Group 7	Bermuda "TifWay 419 - Uncertified"	475,060
Group 8	Bermuda "TifEagle - Certified"	2,000
Group 9	Bermuda "TifGreen 328 - Certified"	-
Group 10	Bermuda "Celebration"	227,700
Group 11	Bermuda "TifTut"	-
Group 12	Bermuda "Laditude 36"	-
Group 13	Bermuda "TifDwarf"	-
Group 14	Paspalum "SeaDwarf"	-
Group 15	Paspalum "SeaAisle"	-
Group 16	Zoysia "Ultimate Flora"	-
Group 18	Centipede "Hammock"	-
Group 19	Wildflower sod	-

2. Central Broward: Between Commercial Boulevard ←and→ Griffin Road, including all areas east and west within Broward County line.

Estimates represent anticipated yearly requirements for Town of Davie, Cities of Sunrise and Wilton Manors.

GROUP	DESCRIPTION	CENTRAL
Group 1	St. Augustine "Floratam"	187,000
Group 2	St. Augustine "Citrablue"	-
Group 3	St. Augustine "Palmetto"	-
Group 4	Bahia "Argentine"	185,000
Group 5	Bahia "Pensacola"	2,000
Group 6	Bermuda "TifWay 419 - Certified"	-
Group 7	Bermuda "TifWay 419 - Uncertified"	-
Group 8	Bermuda "TifEagle - Certified"	-
Group 9	Bermuda "TifGreen 328 - Certified"	-
Group 10	Bermuda "Celebration"	111,000
Group 11	Bermuda "TifTut"	-
Group 12	Bermuda "Laditude 36"	-
Group 13	Bermuda "TifDwarf"	-
Group 14	Paspalum "SeaDwarf"	-
Group 15	Paspalum "SeaAisle"	-
Group 16	Zoysia "Ultimate Flora"	2,000
Group 18	Centipede "Hammock"	-
Group 19	Wildflower sod	-





3. South Broward/Miami-Dade: From Griffin Road.....South, including Miami-Dade County and all areas east and west within both county lines.

Estimated quantities represent anticipated yearly requirements for Cities of Coral Gables, Hallandale Beach, Miami Beach, North Miami Beach, and Pembroke Pines

GROUP	DESCRIPTION	SOUTH
Group 1	St. Augustine "Floratom"	116,000
Group 2	St. Augustine "Citrablue"	10,000
Group 3	St. Augustine "Palmetto"	148,000
Group 4	Bahia "Argentine"	80,750
Group 5	Bahia "Pensacola"	75,000
Group 6	Bermuda "TifWay 419 - Certified"	150,000
Group 7	Bermuda "TifWay 419 - Uncertified"	-
Group 8	Bermuda "TifEagle - Certified"	-
Group 9	Bermuda "TifGreen 328 - Certified"	-
Group 10	Bermuda "Celebration"	35,000
Group 11	Bermuda "TifTut"	2,000
Group 12	Bermuda "Laditude 36"	2,000
Group 13	Bermuda "TifDwarf"	-
Group 14	Paspalum "SeaDwarf"	-
Group 15	Paspalum "SeaAisle"	-
Group 16	Zoysia "Ultimate Flora"	-
Group 18	Centipede "Hammock"	-
Group 19	Wildflower sod	-





SOD AND SOD INSTALLATION SERVICES

BID No.: CW22-027

BIDDERS SUBMISSION REQUIREMENTS

Submittal of General Information and Procurement Forms and Documents

Procurement forms must be completed, signed, notarized, uploaded, and or acknowledged when required and submitted. In addition, all other requests and supporting documentation should be included.

a) Online Acknowledgement

- Bidder Acknowledgement
- Addenda Acknowledgement
- Palm Beach Inspector General
- Confirmation of Drug Free Workplace

b) Online Forms

- Confirmation of Minority Owned Business
- Letter of Interest
- References
- Schedule of Sub-Contractors

c) Upload Online

- Bid Form
- Bidder's Qualification Statement
- Anti-Kickback Affidavit
- Non-Collusion Affidavit of Proposer
- Certification Pursuant to Florida Statute § 287.135
- E-Verify Form Pursuant to Florida Statute § 448.095
- Submit current Florida Professional License, including evidence of possession of required licenses or business permits / W-9
- Submit any Supplemental information relative to this BID

**APPENDIX
“A”**

THE DOCUMENTS

BEHIND THIS PAGE

MUST ACCOMPANY PROPOSAL

**COMPLETED AND
UPLOADED ONLINE**





BID FORM

SOD AND SOD INSTALLATION SERVICES

BID No.: CW22-027

TO BE COMPLETED AND UPLOADED ONLINE

The City of Boynton Beach is seeking qualified Contractors for sod and sod installation services at various locations within Palm Beach, Broward and Miami Dade Counties.

Submitted By: _____ Date: _____
(BIDDER)

To furnish and deliver all materials and to do and perform all WORK in accordance with the Bid Documents, as follows:

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into a contract with the CITY to perform and furnish all WORK as specified herein for the Contract Price and within the Contract Period indicated in this Bid.
2. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. BIDDER will sign and submit the necessary documents required by the CITY within ten (10) days after the date of CITY's Award Letter.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Contract, that
 - a. BIDDER has examined the Bid Documents, including all addenda.

Receipt of all of which is hereby acknowledged;
 - b. BIDDER has familiarized itself with the nature and extent of the Bid Documents, locality, and all local conditions and laws and regulations that in any manner may affect the cost, progress, performance, or furnishing of the WORK.
 - c. BIDDER has given the CITY written notice of all conflicts, errors, or discrepancies that it has discovered in the Bid Documents and the written resolution thereof by the CITY is acceptable to BIDDER.
4. BIDDER proposes to furnish the WORK in conformity with the specifications listed. The Bid Prices quoted have been checked and certified to be correct. Such Bid Prices are fixed and firm and shall be paid to BIDDER for the successful completion of its obligation as specified in the Bid Documents.

5. Communications concerning this Bid shall be as follows:

Contact Person _____

Business Address _____

City, State, Zip Code _____

Business Phone Number _____

Email Address _____

Cell Phone Number _____

6. Other pertinent information is as follows:

License Number
(Please Attach Copy) _____

Federal Tax ID# _____

Federal Employment ID # _____

Submitted on this ____ day of _____, 20__.

a. (If an individual, partnership, or non-incorporated organization)

Signature of
BIDDER _____

By _____

b. (If a corporation)
(Affix Seal)

Signature of BIDDER _____

By _____

Attested by
Secretary _____

Incorporated under the laws of the State of _____.



BIDDER'S QUALIFICATION STATEMENT
SOD AND SOD INSTALLATION SERVICES
BID No.: CW22-027

TO BE COMPLETED AND UPLOADED ONLINE

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

Submitted By: _____
Name: _____
Address: _____
City, State, Zip: _____
Telephone No.: _____
Email Address.: _____

Check One

Corporation	<input type="checkbox"/>
Partnership	<input type="checkbox"/>
Individual	<input type="checkbox"/>
Other	<input type="checkbox"/>

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is:

The address of the principal place of business is:

2. If Proposer is a corporation, answer the following:

- a. Date of Incorporation: _____
- b. State of Incorporation: _____
- c. President's name: _____
- d. Vice President's name: _____
- e. Secretary's name: _____
- f. Treasurer's name: _____
- g. Name and address of Resident Agent: _____

3. If Proposer is an individual or a partnership, answer the following:

a. Date of organization: _____

b. Name, address and ownership units of all partners:

c. State whether general or limited partnership: _____

4. What is the last project of this nature that you have completed?

5. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

6. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

7. How many years has your organization been in business under its present business name?

Under what other former names has your organization operated?

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

9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

10. Indicate registration, License Numbers, or Certificate Numbers for the business or professions, which are the subject of this Bid. Attach Certificate of Competency and or State Registration.

11. Will you sublet any part of this WORK? If so, give details.

12. State the name and address of the Attorney, if any, for the business.

13. State the names and addresses of all businesses and/or individuals who own more than five percent (5%) of the Bidder's business and indicate the percentage owned of each such business and/or individual:

14. State the names, addresses, and the type of business of all firms that are partially or wholly owned by the bidder:

15. Has the Bidder or any principals of the Firm failed to qualify as a responsible Bidder, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? If yes, please explain below:

16. What will be your turnaround time for written responses to the City's inquires?

17. Is the financial statement submitted with your bid (if applicable) for the identical organization name for Question #1?

YES NO

18. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

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

20. List all claims, arbitrations, administrative hearings, and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project in which the dispute arose, and a description of the subject matter of the dispute.

21. Is the Bidder currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify in detail the circumstances and prospects for resolution.

22. Bank References (include name, job title, address, and telephone number of contact person) – Minimum 1

23. Annual Average Services Revenue of the Proposer for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	

b.	Non-Governmental Related Work	
	Total Work (a +b):	

Services Revenue Index Number

1.	Less than \$100,000
2.	\$100,000 to less than \$250,000
3.	\$250,000 to less than \$500,000
4.	\$500,000 to less than \$1 million
5.	\$1 million to less than \$2 million
6.	\$2 million to less than \$5 million
7.	\$5 million to less than \$10 million
8.	\$10 million to less than \$25 million
9.	\$25 million to less than \$50 million
10.	\$50 million or greater

24. Provide description of policies and methods for project monitoring and budgeting control as well as adherence to project schedule.

25. Provide a description of quality assurance/quality control management methods.

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

The BIDDER also acknowledges that all information listed above may be checked by the CITY and authorizes all entities or persons listed above to answer any and all questions. BIDDER hereby indemnifies the CITY and persons or entities listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information requested above.

(Signed) _____

(Title) _____

Subscribed and sworn to before me

This _____ day of _____, 2022

Notary Public (Signature)

My Commission Expires: _____



ANTI-KICKBACK AFFIDAVIT
SOD AND SOD INSTALLATION SERVICES
BID No.: CW22-027

TO BE COMPLETED AND UPLOADED ONLINE

STATE OF FLORIDA)
) : SS
COUNTY OF PALM BEACH)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein submitted will be paid to any employees of the City of Boynton Beach as a commission, kickback, reward of gift, directly or indirectly by me or any member of my integrator or by an officer of the corporation.

By: _____
NAME - SIGNATURE

Sworn and subscribed before me
this _____ day of _____, 2022 _____

Printed Information:

NAME

TITLE

NOTARY PUBLIC, State of Florida
at Large

COMPANY

"OFFICIAL NOTARY SEAL" STAMP



NON-COLLUSION AFFIDAVIT OF PROPOSER

SOD AND SOD INSTALLATION SERVICES

BID No.: CW22-027

TO BE COMPLETED AND UPLOADED ONLINE

State of _____)

County of _____)

_____, being first duly sworn, deposes and says that:

- 1) He is _____ of _____, the proposer that
(Title) (Name of Corporation or Integrator)
has submitted the attached BID;
- 2) He is fully informed respecting the preparation and contents of the attached submittal and of all pertinent circumstances respecting such submittal;
- 3) Said BID is genuine and is not a collusive or sham BID;
- 4) Further, the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, integrator or person to submit a collusive or sham BID in connection with the Contract for which the attached BID has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other bidder, integrator or person to fix the price or prices in the attached BID or of any other bidder, or to fix any overhead, profit or cost element of the BID price or the BID price of other proposer or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Boynton Beach or any person interested in the proposed Contract; and
- 5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title) _____

Subscribed and sworn to before me

This _____ day of _____, 20 _____

Notary Public (Signature)

My Commission Expires: _____



**CERTIFICATION PURSUANT TO FLORIDA
STATUTE § 287.135**

SOD AND SOD INSTALLATION SERVICES

BID No.: CW22-027

TO BE COMPLETED AND UPLOADED ONLINE

I, _____, on behalf of _____ certify
Print Name and Title Company Name

that _____ does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Consultant of the City's determination concerning the false certification. The Consultant shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Consultant does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from:

- 1) Contracting with companies for goods or services if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and
- 2) Contracting with companies, for goods or services that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Consultant, I hereby certify that the company identified above in the section entitled "Consultant Name" does not participate in any boycott of Israel, is not listed

on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

COMPANY NAME

SIGNATURE

PRINT NAME

TITLE

DATE



**CITY OF BOYNTON BEACH
E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES
TO BE COMPLETED AND UPLOADED ONLINE**

Project Name: SOD AND SOD INSTALLATION SERVICES

Solicitation No.: CW22-027

1. Definitions:

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

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

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

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

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the City of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and
- c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

- a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
- b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
- e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:
Authorized Signature:
Print Name:
Title
Date:
Phone:

STATE OF _____)
 COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, _____, by _____ on behalf of _____. He/she is personally known to me or has produced _____ as identification.

 NOTARY PUBLIC

 (Name of Notary Typed, Printed or Stamped)

 Title or Rank

 Serial number, if any



SOD AND SOD INSTALLATION SERVICES

BID No.: CW22-027

BID PROPOSAL TO THE CITY OF BOYNTON BEACH, FLORIDA

TO BE ENTERED INTO BIDDING SITE ONLINE

The undersigned declares that he/she has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type, and grade of requested product and services required.

The undersigned proposes to deliver the service in accordance with the specifications for **“Sod and Sod Installation Services for an initial two (2) year period for the prices outline below.**

Group 1	ST. AUGUSTINE “FLORATAM”	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	\$ -	\$ -	\$ -
	Under 2,000 sf, delivered & unloaded	\$ -	\$ -	\$ -
	2,000 sf or more, but less than a truckload, delivered & unloaded	\$ -	\$ -	\$ -
	Sod Installation – at time of delivery	\$ -	\$ -	\$ -
	Sod Installation – for sod provided by others	\$ -	\$ -	\$ -
	Site preparation – per hour	\$ -	\$ -	\$ -
	TOTAL	\$ -	\$ -	\$ -
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	\$ -	\$ -	\$ -
	Truckload price (TL)	\$ -	\$ -	\$ -
	Number of pallets per truckload			
	Number of square feet per pallet			

Group 2	ST. AUGUSTINE "CITRABLUE"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	\$ -	\$ -	\$ -
	Under 2,000 sf, delivered & unloaded	\$ -	\$ -	\$ -
	2,000 sf or more, but less than a truckload, delivered & unloaded	\$ -	\$ -	\$ -
	Sod Installation – at time of delivery	\$ -	\$ -	\$ -
	Sod Installation – for sod provided by others	\$ -	\$ -	\$ -
	Site preparation – per hour	\$ -	\$ -	\$ -
	TOTAL	\$ -	\$ -	\$ -
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	\$ -	\$ -	\$ -
	Truckload price (TL)	\$ -	\$ -	\$ -
	Number of pallets per truckload			
	Number of square feet per pallet			

Group 3	ST. AUGUSTINE "PALMETTO"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	\$ -	\$ -	\$ -
	Under 2,000 sf, delivered & unloaded	\$ -	\$ -	\$ -
	2,000 sf or more, but less than a truckload, delivered & unloaded	\$ -	\$ -	\$ -
	Sod Installation – at time of delivery	\$ -	\$ -	\$ -
	Sod Installation – for sod provided by others	\$ -	\$ -	\$ -
	Site preparation – per hour	\$ -	\$ -	\$ -
	TOTAL	\$ -	\$ -	\$ -
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	\$ -	\$ -	\$ -
	Truckload price (TL)	\$ -	\$ -	\$ -
	Number of pallets per truckload			
	Number of square feet per pallet			

Group 4	BAHIA "ARGENTINE"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	\$ -	\$ -	\$ -
	Under 2,000 sf, delivered & unloaded	\$ -	\$ -	\$ -
	2,000 sf or more, but less than a truckload, delivered & unloaded	\$ -	\$ -	\$ -
	Sod Installation – at time of delivery	\$ -	\$ -	\$ -
	Sod Installation – for sod provided by others	\$ -	\$ -	\$ -
	Site preparation – per hour	\$ -	\$ -	\$ -
	TOTAL	\$ -	\$ -	\$ -
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	\$ -	\$ -	\$ -
	Truckload price (TL)	\$ -	\$ -	\$ -
	Number of pallets per truckload			
	Number of square feet per pallet			

Group 5	BAHIA "PENSACOLA"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	\$ -	\$ -	\$ -
	Under 2,000 sf, delivered & unloaded	\$ -	\$ -	\$ -
	2,000 sf or more, but less than a truckload, delivered & unloaded	\$ -	\$ -	\$ -
	Sod Installation – at time of delivery	\$ -	\$ -	\$ -
	Sod Installation – for sod provided by others	\$ -	\$ -	\$ -
	Site preparation – per hour	\$ -	\$ -	\$ -
	TOTAL	\$ -	\$ -	\$ -
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	\$ -	\$ -	\$ -
	Truckload price (TL)	\$ -	\$ -	\$ -
	Number of pallets per truckload			
	Number of square feet per pallet			

Group 6	BERMUDA "TifWay 419 – CERTIFIED"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	\$ -	\$ -	\$ -
	Under 2,000 sf, delivered & unloaded	\$ -	\$ -	\$ -
	2,000 sf or more, but less than a truckload, delivered & unloaded	\$ -	\$ -	\$ -
	Sod Installation – at time of delivery	\$ -	\$ -	\$ -
	Sod Installation – for sod provided by others	\$ -	\$ -	\$ -
	Site preparation – per hour	\$ -	\$ -	\$ -
	TOTAL	\$ -	\$ -	\$ -
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	\$ -	\$ -	\$ -
	Truckload price (TL)	\$ -	\$ -	\$ -
	Number of pallets per truckload			
	Number of square feet per pallet			

Group 7	BERMUDA "TifWay 419 – UNCERTIFIED"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	\$ -	\$ -	\$ -
	Under 2,000 sf, delivered & unloaded	\$ -	\$ -	\$ -
	2,000 sf or more, but less than a truckload, delivered & unloaded	\$ -	\$ -	\$ -
	Sod Installation – at time of delivery	\$ -	\$ -	\$ -
	Sod Installation – for sod provided by others	\$ -	\$ -	\$ -
	Site preparation – per hour	\$ -	\$ -	\$ -
	TOTAL	\$ -	\$ -	\$ -
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	\$ -	\$ -	\$ -
	Truckload price (TL)	\$ -	\$ -	\$ -
	Number of pallets per truckload			
	Number of square feet per pallet			

Group 8	BERMUDA "TifEagle – CERTIFIED"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	\$ -	\$ -	\$ -
	Under 2,000 sf, delivered & unloaded	\$ -	\$ -	\$ -
	2,000 sf or more, but less than a truckload, delivered & unloaded	\$ -	\$ -	\$ -
	Sod Installation – at time of delivery	\$ -	\$ -	\$ -
	Sod Installation – for sod provided by others	\$ -	\$ -	\$ -
	Site preparation – per hour	\$ -	\$ -	\$ -
	TOTAL	\$ -	\$ -	\$ -
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	\$ -	\$ -	\$ -
	Truckload price (TL)	\$ -	\$ -	\$ -
	Number of pallets per truckload			
	Number of square feet per pallet			

Group 9	BERMUDA "TifGreen 328 – CERTIFIED"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	\$ -	\$ -	\$ -
	Under 2,000 sf, delivered & unloaded	\$ -	\$ -	\$ -
	2,000 sf or more, but less than a truckload, delivered & unloaded	\$ -	\$ -	\$ -
	Sod Installation – at time of delivery	\$ -	\$ -	\$ -
	Sod Installation – for sod provided by others	\$ -	\$ -	\$ -
	Site preparation – per hour	\$ -	\$ -	\$ -
	TOTAL	\$ -	\$ -	\$ -
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	\$ -	\$ -	\$ -
	Truckload price (TL)	\$ -	\$ -	\$ -
	Number of pallets per truckload			
	Number of square feet per pallet			

Group 10	BERMUDA "CELEBRATION"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	\$ -	\$ -	\$ -
	Under 2,000 sf, delivered & unloaded	\$ -	\$ -	\$ -
	Rolls under 2,000 sf, picked up by agency	\$ -	\$ -	\$ -
	Rolls under 2,000 sf, delivered & unloaded	\$ -	\$ -	\$ -
	2,000 sf or more, but less than a truckload, delivered & unloaded	\$ -	\$ -	\$ -
	Rolls over 2,000 sf or more – but less than a truckload, delivered & unloaded	\$ -	\$ -	\$ -
	Sod Installation – at time of delivery	\$ -	\$ -	\$ -
	Sod Installation – for sod provided by others	\$ -	\$ -	\$ -
	Site preparation – per hour	\$ -	\$ -	\$ -
	TOTAL	\$ -	\$ -	\$ -
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	\$ -	\$ -	\$ -
	Truckload price (TL)	\$ -	\$ -	\$ -
	Number of pallets per truckload			
	Number of square feet per pallet			

Group 11	BERMUDA "TifTut"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	\$ -	\$ -	\$ -
	Under 2,000 sf, delivered & unloaded	\$ -	\$ -	\$ -
	2,000 sf or more, but less than a truckload, delivered & unloaded	\$ -	\$ -	\$ -
	Sod Installation – at time of delivery	\$ -	\$ -	\$ -
	Sod Installation – for sod provided by others	\$ -	\$ -	\$ -
	Site preparation – per hour	\$ -	\$ -	\$ -
	TOTAL	\$ -	\$ -	\$ -
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	\$ -	\$ -	\$ -
	Truckload price (TL)	\$ -	\$ -	\$ -
	Number of pallets per truckload			
	Number of square feet per pallet			

Group 12	BERMUDA "LATITUDE 36"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	\$ -	\$ -	\$ -
	Under 2,000 sf, delivered & unloaded	\$ -	\$ -	\$ -
	2,000 sf or more, but less than a truckload, delivered & unloaded	\$ -	\$ -	\$ -
	Sod Installation – at time of delivery	\$ -	\$ -	\$ -
	Sod Installation – for sod provided by others	\$ -	\$ -	\$ -
	Site preparation – per hour	\$ -	\$ -	\$ -
	TOTAL	\$ -	\$ -	\$ -
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	\$ -	\$ -	\$ -
	Truckload price (TL)	\$ -	\$ -	\$ -
	Number of pallets per truckload			
	Number of square feet per pallet			

Group 13	BERMUDA "TifDwarf"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	\$ -	\$ -	\$ -
	Under 2,000 sf, delivered & unloaded	\$ -	\$ -	\$ -
	2,000 sf or more, but less than a truckload, delivered & unloaded	\$ -	\$ -	\$ -
	Sod Installation – at time of delivery	\$ -	\$ -	\$ -
	Sod Installation – for sod provided by others	\$ -	\$ -	\$ -
	Site preparation – per hour	\$ -	\$ -	\$ -
	TOTAL	\$ -	\$ -	\$ -
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	\$ -	\$ -	\$ -
	Truckload price (TL)	\$ -	\$ -	\$ -
	Number of pallets per truckload			
	Number of square feet per pallet			

Group 14	PASPALUM "SeaDwarf"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	\$ -	\$ -	\$ -
	Under 2,000 sf, delivered & unloaded	\$ -	\$ -	\$ -
	2,000 sf or more, but less than a truckload, delivered & unloaded	\$ -	\$ -	\$ -
	Sod Installation – at time of delivery	\$ -	\$ -	\$ -
	Sod Installation – for sod provided by others	\$ -	\$ -	\$ -
	Site preparation – per hour	\$ -	\$ -	\$ -
	TOTAL	\$ -	\$ -	\$ -
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	\$ -	\$ -	\$ -
	Truckload price (TL)	\$ -	\$ -	\$ -
	Number of pallets per truckload			
	Number of square feet per pallet			

Group 15	PASPALUM "Sealsie Supreme"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	\$ -	\$ -	\$ -
	Under 2,000 sf, delivered & unloaded	\$ -	\$ -	\$ -
	2,000 sf or more, but less than a truckload, delivered & unloaded	\$ -	\$ -	\$ -
	Sod Installation – at time of delivery	\$ -	\$ -	\$ -
	Sod Installation – for sod provided by others	\$ -	\$ -	\$ -
	Site preparation – per hour	\$ -	\$ -	\$ -
	TOTAL	\$ -	\$ -	\$ -
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	\$ -	\$ -	\$ -
	Truckload price (TL)	\$ -	\$ -	\$ -
	Number of pallets per truckload			
	Number of square feet per pallet			

Group 16	ZOYSIA "ULTIMATE FLORA"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	\$ -	\$ -	\$ -
	Under 2,000 sf, delivered & unloaded	\$ -	\$ -	\$ -
	2,000 sf or more, but less than a truckload, delivered & unloaded	\$ -	\$ -	\$ -
	Sod Installation – at time of delivery	\$ -	\$ -	\$ -
	Sod Installation – for sod provided by others	\$ -	\$ -	\$ -
	Site preparation – per hour	\$ -	\$ -	\$ -
	TOTAL	\$ -	\$ -	\$ -
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	\$ -	\$ -	\$ -
	Truckload price (TL)	\$ -	\$ -	\$ -
	Number of pallets per truckload			
	Number of square feet per pallet			

Group 17	CENTIPEDE "HAMMOCK"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	\$ -	\$ -	\$ -
	Under 2,000 sf, delivered & unloaded	\$ -	\$ -	\$ -
	2,000 sf or more, but less than a truckload, delivered & unloaded	\$ -	\$ -	\$ -
	Sod Installation – at time of delivery	\$ -	\$ -	\$ -
	Sod Installation – for sod provided by others	\$ -	\$ -	\$ -
	Site preparation – per hour	\$ -	\$ -	\$ -
	TOTAL	\$ -	\$ -	\$ -
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	\$ -	\$ -	\$ -
	Truckload price (TL)	\$ -	\$ -	\$ -
	Number of pallets per truckload			
	Number of square feet per pallet			

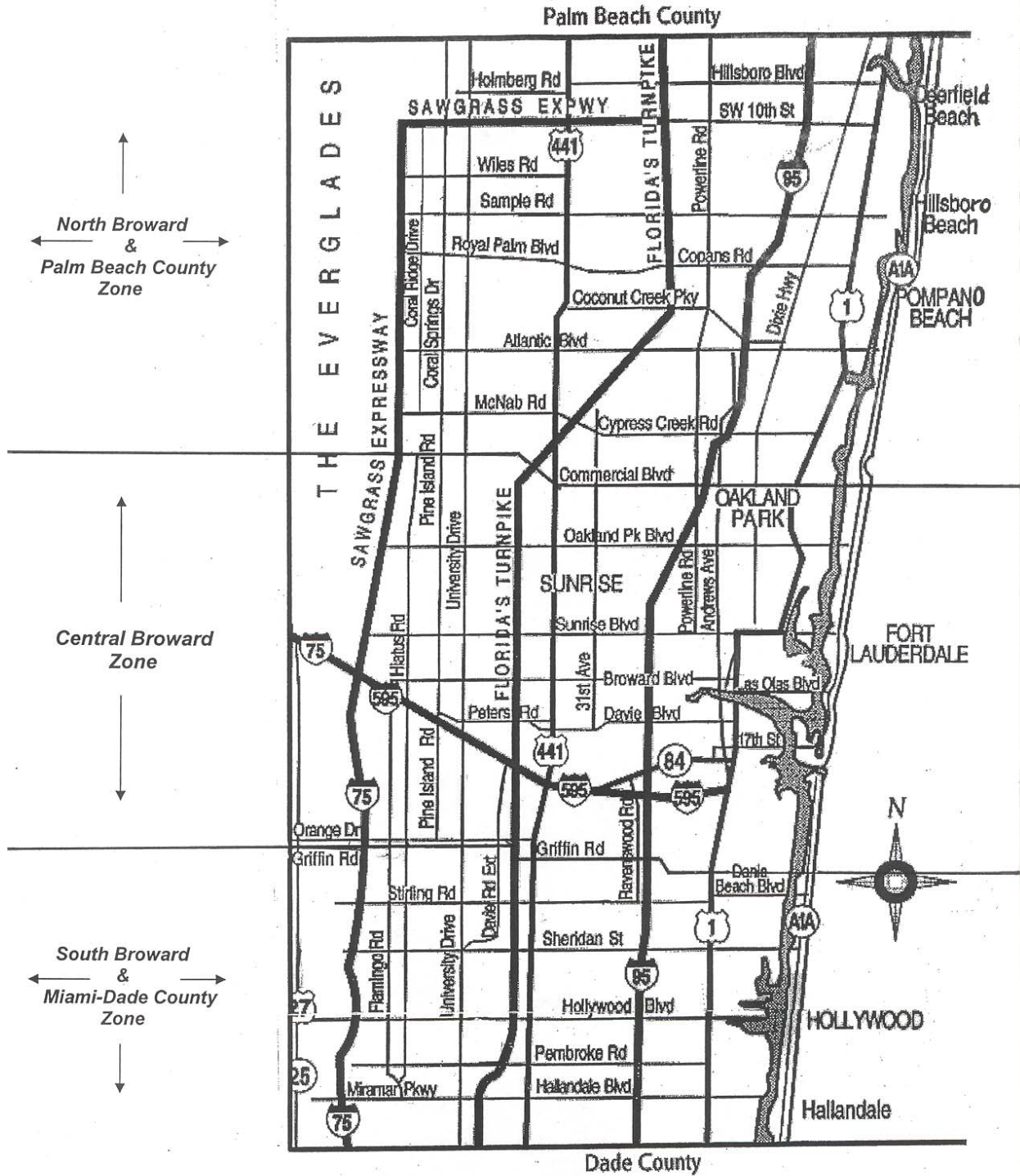
Group 18	WILDFLOWER SOD	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	\$ -	\$ -	\$ -
	Under 2,000 sf, delivered & unloaded	\$ -	\$ -	\$ -
	2,000 sf or more, but less than a truckload, delivered & unloaded	\$ -	\$ -	\$ -
	Sod Installation – at time of delivery	\$ -	\$ -	\$ -
	Sod Installation – for sod provided by others	\$ -	\$ -	\$ -
	Site preparation – per hour	\$ -	\$ -	\$ -
	TOTAL	\$ -	\$ -	\$ -
	TRUCKLOAD PRICING			
	Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	\$ -	\$ -	\$ -
	Truckload price (TL)	\$ -	\$ -	\$ -
	Number of pallets per truckload			
	Number of square feet per pallet			

**City of Boynton Beach
Risk Management Department
INSURANCE ADVISORY FORM**

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. (NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.) The following is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: (NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)

<u>TYPE</u> (Occurrence Based Only)	<u>MINIMUM LIMITS REQUIRED</u>	
General Liability	General Aggregate	\$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	\$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	\$ 1,000,000.00
Asbestos Abatement	Each Occurrence	\$ 1,000,000.00
Lead Abatement	Fire Damage (any one fire)	\$ 50,000.00
Broad Form Vendors	Med. Expense (any one person)	\$ 5,000.00
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Contractors		
Fire Legal Liability		
Professional Liability	Aggregate - \$1,000,000.00	
Automobile Liability	Combined Single Limit	\$ 1,000,000.00
Any Auto		
All Owned Autos		
Hired Autos		
Non-Owned Autos		
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation Statutory Limits		
Employer's Liability	Each Accident	\$ 1,000,000.00
	Disease, Policy Limit	\$ 1,000,000.00
	Disease Each Employee	\$ 1,000,000.00
Property:		
Homeowners Revocable Permit		\$ 300,000.00
Builder's Risk		Limits based on Project Cost
Installation Floater		Limits based on Project Cost
Other - As Risk Identified	to be determined	
INSURANCEADVISORYFORM	Revised 04/2021	

EXHIBIT A



The City of Boynton Beach



Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310

ADDENDUM No. 1

Thursday, July 21, 2022 11:29 AM

CW22-0027 - Sod and Sod Installation Services - Cooperative

Closing Date: Wednesday, August 17, 2022 2:30 PM

This addendum to the drawings, specifications, and/or contract documents is issued to provide additional information and clarification to the original Bid specifications and proposal form and is hereby declared a part of the original drawings, specifications and/or contract documents. In case of a conflict, this Addendum shall govern. Words in strike through type are deletions from existing text. Words in bold, underlined and/or red type are additions to existing text.

Question 1:

Is there an estimated value or budget?

Answer 1:

Vendors to provide to participating governmental entities of the Cooperative Group within Miami-Dade, Broward, and Palm Beach sod and sod installation services on an "as needed" basis.

Question 2:

Have start dates and end dates for the work been established yet?

Answer 2:

The current sod and sod installation services contract expires on September 30, 2022. The new contract would begin on October 1, 2022.

If you have any further questions or require additional clarification, please submit to the Purchasing representative through the Bidding System only by clicking on the "Submit a Question" button for this specific Solicitation.

Sincerely,

City of Boynton Beach
Financial Services

The City of Boynton Beach



Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310

ADDENDUM No. 2

Friday, July 29, 2022 1:40 PM

CW22-0027 - Sod and Sod Installation Services - Cooperative

Closing Date: Wednesday, August 17, 2022 2:30 PM

This addendum to the drawings, specifications, and/or contract documents is issued to provide additional information and clarification to the original Bid specifications and proposal form and is hereby declared a part of the original drawings, specifications and/or contract documents. In case of a conflict, this Addendum shall govern. Words in strike through type are deletions from existing text. Words in bold, underlined and/or red type are additions to existing text.

Question 1:

RE: Group 10 Bermuda 'Celebration' page 52;

This section has for pricing for rolls in line 1 to 3 and pallets in line 14, Can there be a correction to specify for rolls or pallets for each line item.

Answer 1:

Group 10 - Bermuda "Celebration" for North, Central, and South was updated to reflect pallets or rolls.

Question 2:

Zoysia species "Ultimateflora" is no longer available.

The equivalent of certified and reliable Zoysia species are Zoysia "Empire" and Zoysia "Icon".

My question is to REPLACE zoysia "ultimateflora" with both or one of the zoysia species that are established, reliable, and available of zoysia "empire" and zoysia "icon" on contract/bid line ?

Answer 2:

The price proposal page for Zoysia "Ultimateflora" is corrected to reflect Zoysia "Empire" and, a column has been labeled for the pricing for Zoysia "Icon".

If you have any further questions or require additional clarification, please submit to the Purchasing representative through the Bidding System only by clicking on the "Submit a Question" button for this specific Solicitation.

Sincerely,

City of Boynton Beach
Financial Services

CW22-0027 - Sod and Sod Installation Services SOUTH PRICES

	PRIMARY	SECONDARY
Group 1: St. Augustine "Floritam" - South	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc
Under 2000 sf picked up by agency	\$0.42	\$0.35
Under 2000 sf delivered & unloaded	\$0.70	\$0.50
2000 sf or more but less than a truckload delivered & unloaded	\$0.69	\$0.50
Sod Installation - at time of delivery	\$0.30	\$0.20
Sod Installation - for sod provided by others	\$0.01	\$0.01
Site preparation	\$0.01	\$143.50
Subtotal:	\$2.13	\$145.06

	PRIMARY	SECONDARY
Group 1: St. Augustine "Floritam" - South (Truck Load)	Odums Sod, Inc.	Mullings Engineering Services, Landscaping Division, Inc
Truck Load Rate per Square Ft	\$0.55	\$0.59
Truck Load Price (TL)	\$4,950.00	\$5,310.00
Subtotal:	\$4,950.55	\$5,310.59

	PRIMARY	SECONDARY
Group 2: St. Augustine "CitraBlue" - South	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc
Under 2000 sf picked up by agency	\$0.45	\$0.35
Under 2000 sf delivered & unloaded	\$0.75	\$0.50
2000 sf or more but less than a truckload delivered & unloaded	\$0.75	\$0.50
Sod Installation - at time of delivery	\$0.30	\$0.20
Sod Installation - for sod provided by others	\$0.01	\$0.01
Site preparation	\$0.01	\$143.50
Subtotal:	\$2.27	\$145.06

	PRIMARY	PRIMARY	SECONDARY
Group 2: St. Augustine "CitraBlue" - South (Truck Load)	Odums Sod, Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.
Truck Load Rate per Square Ft	\$0.60	\$0.60	\$0.75
Truck Load Price (TL)	\$5,400.00	\$5,400.00	\$7,500.00
Subtotal:	\$5,400.60	\$5,400.60	\$7,500.75

	PRIMARY	SECONDARY
Group 3: St. Augustine "Palmetto" - South	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc
Under 2000 sf picked up by agency	\$0.42	\$0.35
Under 2000 sf delivered & unloaded	\$0.70	\$0.50
2000 sf or more but less than a truckload delivered & unloaded	\$0.69	\$0.50
Sod Installation - at time of delivery	\$0.30	\$0.20
Sod Installation - for sod provided by others	\$0.01	\$0.01
Site preparation	\$0.01	\$143.50
Subtotal:	\$2.13	\$145.06

	PRIMARY	PRIMARY	SECONDARY
Group 3: St. Augustine "Palmetto" - South (Truck Load)	Odums Sod, Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.
Truck Load Rate per Square Ft	\$0.60	\$0.60	\$0.74
Truck Load Price (TL)	\$5,400.00	\$5,400.00	\$7,400.00
Subtotal:	\$5,400.60	\$5,400.60	\$7,400.74

	PRIMARY	SECONDARY
Group 4: Bahia "Argentine" - South	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc
Under 2000 sf picked up by agency	\$0.27	\$0.21
Under 2000 sf delivered & unloaded	\$0.48	\$0.25
2000 sf or more but less than a truckload delivered & unloaded	\$0.45	\$0.25
Sod Installation - at time of delivery	\$0.30	\$0.20
Sod Installation - for sod provided by others	\$0.01	\$0.01
Site preparation	\$0.01	\$143.50
Subtotal:	\$1.52	\$144.42

	PRIMARY	SECONDARY
Group 4: Bahia "Argentine" - South (Truck Load)	Mullings Engineering Services, Landscaping Division, Inc	Odums Sod, Inc.
Truck Load Rate per Square Ft	\$0.30	\$0.49
Truck Load Price (TL)	\$2,160.00	\$3,528.00
Subtotal:	\$2,160.30	\$3,528.49

	PRIMARY	SECONDARY
Group 5: Bahia "Pensacola" - South	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc
Under 2000 sf picked up by agency	\$0.27	\$0.22
Under 2000 sf delivered & unloaded	\$0.48	\$0.26
2000 sf or more but less than a truckload delivered & unloaded	\$0.45	\$0.26
Sod Installation - at time of delivery	\$0.30	\$0.20
Sod Installation - for sod provided by others	\$0.01	\$0.01
Site preparation	\$0.01	\$143.50
Subtotal:	\$1.52	\$144.45

	PRIMARY	SECONDARY
Group 5: Bahia "Pensacola" - South (Truck Load)	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.
Truck Load Rate per Square Ft	\$0.31	\$0.64
Truck Load Price (TL)	\$2,232.00	\$4,608.00
Subtotal:	\$2,232.31	\$4,608.64

	PRIMARY	SECONDARY
Group 6: Bermuda "TifWay 419 - Certified" - South	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc
Under 2000 sf picked up by agency	\$0.60	\$0.50
Under 2000 sf delivered & unloaded	\$0.74	\$0.60
2000 sf or more but less than a truckload delivered & unloaded	\$0.72	\$0.60
Sod Installation - at time of delivery	\$0.31	\$0.20
Sod Installation - for sod provided by others	\$0.01	\$0.01
Site preparation	\$0.01	\$143.50
Subtotal:	\$2.39	\$145.41

	PRIMARY	SECONDARY
Group 6: Bermuda "TifWay 419 - Certified" - South (Truck Load)	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.
Truck Load Rate per Square Ft	\$0.60	\$0.80
Truck Load Price (TL)	\$4,860.00	\$5,760.00
Subtotal:	\$4,860.60	\$5,760.80

	PRIMARY	SECONDARY
Group 7: Bermuda "TifWay 419 - Uncertified" - South	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc
Under 2000 sf picked up by agency	\$0.60	\$0.50
Under 2000 sf delivered & unloaded	\$0.74	\$0.60
2000 sf or more but less than a truckload delivered & unloaded	\$0.72	\$0.60
Sod Installation - at time of delivery	\$0.31	\$0.20
Sod Installation - for sod provided by others	\$0.01	\$0.01
Site preparation	\$0.01	\$143.50
Subtotal:	\$2.39	\$145.41

	PRIMARY	SECONDARY
Group 7: Bermuda "TifWay 419 - Uncertified" - South (Truck Load)	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.
Truck Load Rate per Square Ft	\$0.60	\$0.80
Truck Load Price (TL)	\$4,860.00	\$5,760.00
Subtotal:	\$4,860.60	\$5,760.80

	PRIMARY	SECONDARY
Group 8: Bermuda "TifEagle - Certified" - South	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc
Under 2000 sf picked up by agency	\$3.75	\$4.50
Under 2000 sf delivered & unloaded	\$4.00	\$5.00
2000 sf or more but less than a truckload delivered & unloaded	\$3.90	\$5.00
Sod Installation - at time of delivery	\$1.00	\$0.20
Sod Installation - for sod provided by others	\$0.01	\$0.01
Site preparation	\$0.01	\$143.50
Subtotal:	\$12.67	\$158.21

	PRIMARY	SECONDARY
Group 8: Bermuda "TifEagle - Certified" - South (Truck Load)	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.
Truck Load Rate per Square Ft	\$5.00	\$5.50
Truck Load Price (TL)	\$36,000.00	\$44,550.00
Subtotal:	\$36,005.00	\$44,555.50

	PRIMARY	SECONDARY
Group 9: Bermuda "TifGreen 328 - Certified" - South	Sunset Sod Inc.	
Under 2000 sf picked up by agency	\$4.00	
Under 2000 sf delivered & unloaded	\$4.25	
2000 sf or more but less than a truckload delivered & unloaded	\$4.20	
Sod Installation - at time of delivery	\$1.00	
Sod Installation - for sod provided by others	\$0.01	
Site preparation	\$0.01	
Subtotal:	\$13.47	

	PRIMARY	SECONDARY
Group 9: Bermuda "TifGreen 328 - Certified" - South (Truck Load)	Sunset Sod Inc.	
Truck Load Rate per Square Ft	\$4.50	
Truck Load Price (TL)	\$36,450.00	
Subtotal:	\$36,454.50	

	PRIMARY	SECONDARY
Group 10: Bermuda "Celebration" - South	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc
Pallets under 2000 sf picked up by agency	\$0.59	\$0.54
Pallets under 2000 sf delivered & unloaded	\$0.70	\$0.60
Rolls under 2000 sf picked up by agency	\$0.67	\$0.54
Rolls under 2000 sf delivered and unloaded	\$0.85	\$0.60
Pallets 2000 sf or more but less than a truckload delivered & unloaded	\$0.69	\$0.60
Rolls 2000 sf or more - but less than a truckload delivered & unloaded	\$0.83	\$0.60
Sod Installation - at time of delivery	\$0.31	\$0.20
Sod Installation - for sod provided by others	\$0.01	\$0.01
Site preparation	\$0.01	\$143.50
Subtotal:	\$4.66	\$147.19

	PRIMARY	SECONDARY
Group 10: Bermuda "Celebration" - South (Truck Load)	Mullings Engineering Services, Landscaping Division, Inc	Odums Sod, Inc.
Truck Load Rate per Square Ft	\$0.55	\$0.62
Truck Load Price (TL)	\$4,455.00	\$5,580.00
Subtotal:	\$4,455.55	\$5,580.62

	PRIMARY	SECONDARY
Group 11: Bermuda "TifTut" - South	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc
Under 2000 sf picked up by agency	\$0.64	\$0.54
Under 2000 sf delivered & unloaded	\$0.79	\$0.60
2000 sf or more but less than a truckload delivered & unloaded	\$0.74	\$0.60
Sod Installation - at time of delivery	\$0.31	\$0.20
Sod Installation - for sod provided by others	\$0.01	\$0.01
Site preparation	\$0.01	\$143.50
Subtotal:	\$2.50	\$145.45

	PRIMARY	SECONDARY
Group 11: Bermuda "TifTut" - South (Truck Load)	Mullings Engineering Services, Landscaping Division, Inc	Odums Sod, Inc.
Truck Load Rate per Square Ft	\$0.60	\$0.61
Truck Load Price (TL)	\$4,860.00	\$5,490.00
Subtotal:	\$4,860.60	\$5,490.61

	PRIMARY	SECONDARY
Group 12: Bermuda "Latitude 36" - South	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc
Under 2000 sf picked up by agency	\$0.60	\$1.00
Under 2000 sf delivered & unloaded	\$0.75	\$1.20
2000 sf or more but less than a truckload delivered & unloaded	\$0.74	\$1.20
Sod Installation - at time of delivery	\$0.31	\$0.40
Sod Installation - for sod provided by others	\$0.01	\$0.40
Site preparation	\$0.01	\$143.50
Subtotal:	\$2.42	\$147.70

	PRIMARY	SECONDARY
Group 12: Bermuda "Latitude 36" - South (Truck Load)	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc
Truck Load Rate per Square Ft	\$0.87	\$1.20
Truck Load Price (TL)	\$6,264.00	\$9,720.00
Subtotal:	\$6,264.87	\$9,721.20

	PRIMARY	SECONDARY
Group 13: Bermuda "TifDwarf" - South	Sunset Sod Inc.	
Under 2000 sf picked up by agency	\$4.00	
Under 2000 sf delivered & unloaded	\$4.25	
2000 sf or more but less than a truckload delivered & unloaded	\$4.10	
Sod Installation - at time of delivery	\$1.00	
Sod Installation - for sod provided by others	\$0.01	
Site preparation	\$0.01	
Subtotal:	\$13.37	

	PRIMARY	SECONDARY
Group 13: Bermuda "TifDwarf" - South (Truck Load)	Sunset Sod Inc.	
Truck Load Rate per Square Ft	\$5.50	
Truck Load Price (TL)	\$44,550.00	
Subtotal:	\$44,555.50	

	PRIMARY	SECONDARY
Group 14: Paspalum "SeaDwarf" - South	Sunset Sod Inc.	
Under 2000 sf picked up by agency	\$2.60	
Under 2000 sf delivered & unloaded	\$2.78	
2000 sf or more but less than a truckload delivered & unloaded	\$2.74	
Sod Installation - at time of delivery	\$1.00	
Sod Installation - for sod provided by others	\$0.01	
Site preparation	\$0.01	
Subtotal:	\$9.14	

	PRIMARY	SECONDARY
Group 14: Paspalum "SeaDwarf" - South (Truck Load)	Sunset Sod Inc.	
Truck Load Rate per Square Ft	\$3.50	
Truck Load Price (TL)	\$28,350.00	
Subtotal:	\$28,353.50	

	PRIMARY	SECONDARY
Group 15: Paspalum "Sealsle Supreme" - South	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc
Under 2000 sf picked up by agency	\$2.60	\$1.75
Under 2000 sf delivered & unloaded	\$2.78	\$1.75
2000 sf or more but less than a truckload delivered & unloaded	\$2.74	\$1.75
Sod Installation - at time of delivery	\$1.00	\$0.20
Sod Installation - for sod provided by others	\$0.01	\$0.01
Site preparation	\$0.01	\$143.50
Subtotal:	\$9.14	\$148.96

	PRIMARY	SECONDARY
Group 15: Paspalum "Sealsie Supreme" - South (Truck Load)	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.
Truck Load Rate per Square Ft	\$1.75	\$3.50
Truck Load Price (TL)	\$14,175.00	\$28,350.00
Subtotal:	\$14,176.75	\$28,353.50

	PRIMARY	SECONDARY
Group 16: Zoysia "Empire" - South	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc
Under 2000 sf picked up by agency	\$0.74	\$0.54
Under 2000 sf delivered & unloaded	\$0.93	\$0.60
2000 sf or more but less than a truckload delivered & unloaded	\$0.92	\$0.60
Sod Installation - at time of delivery	\$0.31	\$0.20
Sod Installation - for sod provided by others	\$0.01	\$0.01
Site preparation	\$0.01	\$143.50
Subtotal:	\$2.92	\$145.45

	PRIMARY	SECONDARY
Group 16: Zoysia "Empire" - South (Truck Load)	Mullings Engineering Services, Landscaping Division, Inc	Odums Sod, Inc.
Truck Load Rate per Square Ft	\$0.60	\$0.73
Truck Load Price (TL)	\$4,860.00	\$6,570.00
Subtotal:	\$4,860.60	\$6,570.73

	PRIMARY	SECONDARY
Group 17: Centipede "Hammock" - South	Sunset Sod Inc.	
Under 2000 sf picked up by agency	\$2.75	
Under 2000 sf delivered & unloaded	\$2.99	
2000 sf or more but less than a truckload delivered & unloaded	\$2.81	
Sod Installation - at time of delivery	\$0.35	
Sod Installation - for sod provided by others	\$0.01	
Site preparation	\$0.01	
Subtotal:	\$8.92	

	PRIMARY	SECONDARY
Group 17: Centipede "Hammock" - South (Truck Load)	Sunset Sod Inc.	
Truck Load Rate per Square Ft	\$3.00	
Truck Load Price (TL)	\$21,600.00	
Subtotal:	\$21,603.00	

	PRIMARY	SECONDARY
Group 18: Wildflower Sod - South		
Under 2000 sf picked up by agency		
Under 2000 sf delivered & unloaded		
2000 sf or more but less than a truckload delivered & unloaded		
Sod Installation - at time of delivery		
Sod Installation - for sod provided by others		
Site preparation		
Subtotal:		

	PRIMARY	SECONDARY
Group 18: Wildflower Sod - South (Truck Load)		
Truck Load Rate per Square Ft		
Truck Load Price (TL)		
Subtotal:		

VENDOR AWARD

Vendor Name: Sunset Sod, Inc.
 Vendor Address: 13100 SW 124th Avenue, Miami, FL 33186
 Contact: Kathy Hernandez
 Phone: 305-253-2002 Fax: 786-242-9988
 Cell/Pager: _____ Email Address: aloha@sunset sod.com
 Website: _____ FEIN: 59-2421961

VENDOR AWARD

Vendor Name: _____
 Vendor Address: _____
 Contact: _____
 Phone: _____ Fax: _____
 Cell/Pager: _____ Email Address: _____
 Website: _____ FEIN: _____

SECTION #2

AWARD/BACKGROUND INFORMATION

Award Date: 09/08/2022 Resolution/Agenda Item No.: 7-J
 Insurance Required: Yes No _____
 Performance Bond Required: Yes _____ No

SECTION #3

LEAD AGENCY

Agency Name: City of Boynton Beach
 Agency Address: 100 East Ocean Avenue, Boynton Beach, FL 33435
 Agency Contact: Kristeena Pinto Email PintoK@bbfl.us
 Telephone: 561-742-6322 Fax: _____

2022 SOD AND SOD INSTALLATION
AWARDED VENDORS

Meeting Date: 05/14/2024 Item #9.

<u>GROUPS 1 – 18</u>	<u>NORTH PRIMARY VENDOR</u>	<u>NORTH SECONDARY VENDOR</u>	<u>CENTRAL PRIMARY VENDOR</u>	<u>CENTRAL SECONDARY VENDOR</u>	<u>SOUTH PRIMARY VENDOR</u>	<u>SOUTH SECONDARY VENDOR</u>
Group 1: St. Augustine "Floratom"	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc
Group 2: St. Augustine "CitraBlue"	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc
Group 3: St. Augustine "Palmetto"	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc
Group 4: Bahia "Argentine"	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc
Group 5: Bahia "Pensacola"	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc
Group 6: Bermuda "TifWay 419 - Certified"	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc
Group 7: Bermuda "TifWay 419 - Uncertified"	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc
Group 8: Bermuda "TifEagle - Certified"	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc

GROUPS 1 – 18	<u>NORTH PRIMARY VENDOR</u>	<u>NORTH SECONDARY VENDOR</u>	<u>CENTRAL PRIMARY VENDOR</u>	<u>CENTRAL SECONDARY VENDOR</u>	<u>PRIMARY VENDOR</u>	<u>SECONDARY VENDOR</u>
Group 9: Bermuda "TifGreen 328 - Certified"	Sunset Sod Inc.	None	Sunset Sod Inc.	None	Sunset Sod Inc.	None
Group 10: Bermuda "Celebration"	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc
Group 11: Bermuda "TifTut"	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc
Group 12: Bermuda "Latitude 36"	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc
Group 13: Bermuda "TifDwarf"	Sunset Sod Inc.	None	Sunset Sod Inc.	None	Sunset Sod Inc.	None
Group 14: Paspalum "SeaDwarf"	Sunset Sod Inc.	None	Sunset Sod Inc.	None	Sunset Sod Inc.	None
Group 15: Paspalum "Sealsle Supreme"	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc
Group 16: Zoysia "Empire"	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc
Group 17: Centipede "Hammock"	Sunset Sod Inc.	None	Sunset Sod Inc.	None	Sunset Sod Inc.	None
Group 18: Wildflower Sod	NO AWARD	NO AWARD	NO AWARD	NO AWARD	NO AWARD	NO AWARD

GROUPS 1 - 18: Truckload Pricing	<u>NORTH PRIMARY VENDOR</u>	<u>NORTH SECONDARY VENDOR</u>	<u>CENTRAL PRIMARY VENDOR</u>	<u>CENTRAL SECONDARY VENDOR</u>	<u>SOUTH PRIMARY VENDOR</u>	<u>SOUTH SECONDARY VENDOR</u>
Group 1: St. Augustine "Floritam"	Odums Sod, Inc.	Mullings Engineering Services, Landscaping Division, Inc	Odums Sod, Inc.	Mullings Engineering Services, Landscaping Division, Inc	Odums Sod, Inc.	Mullings Engineering Services, Landscaping Division, Inc
Group 2: St. Augustine "CitraBlue"	Odums Sod, Inc.	Mullings Engineering Services, Landscaping Division, Inc	Odums Sod, Inc.	Mullings Engineering Services, Landscaping Division, Inc	Odums Sod, Inc./ Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.
Group 3: St. Augustine "Palmetto"	Odums Sod, Inc.	Mullings Engineering Services, Landscaping Division, Inc	Odums Sod, Inc.	Mullings Engineering Services, Landscaping Division, Inc	Odums Sod, Inc. / Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.
Group 4: Bahia "Argentine"	Mullings Engineering Services, Landscaping Division, Inc	Odums Sod, Inc.	Mullings Engineering Services, Landscaping Division, Inc	Odums Sod, Inc.	Mullings Engineering Services, Landscaping Division, Inc	Odums Sod, Inc.
Group 5: Bahia "Pensacola"	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.
Group 6: Bermuda "TifWay 419 - Certified"	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.
Group 7: Bermuda "TifWay 419 - Uncertified"	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.
Group 8: Bermuda "TifEagle - Certified"	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.
Group 9: Bermuda "TifGreen 328 - Certified"	Sunset Sod Inc.	None	Sunset Sod Inc.	None	Sunset Sod Inc.	None

GROUPS 1 - 18: Truckload Pricing	<u>NORTH PRIMARY VENDOR</u>	<u>NORTH SECONDARY VENDOR</u>	<u>CENTRAL PRIMARY VENDOR</u>	<u>CENTRAL SECONDARY VENDOR</u>	<u>PRIMARY VENDOR</u>	<u>SECONDARY VENDOR</u>
Group 10: Bermuda "Celebration"	Mullings Engineering Services, Landscaping Division, Inc	Odums Sod, Inc.	Mullings Engineering Services, Landscaping Division, Inc	Odums Sod, Inc.	Mullings Engineering Services, Landscaping Division, Inc	Odums Sod, Inc.
Group 11: Bermuda "TifTut"	Mullings Engineering Services, Landscaping Division, Inc	Odums Sod, Inc.	Mullings Engineering Services, Landscaping Division, Inc	Odums Sod, Inc.	Mullings Engineering Services, Landscaping Division, Inc	Odums Sod, Inc.
Group 12: Bermuda "Latitude 36"	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc
Group 13: Bermuda "TifDwarf"	Sunset Sod Inc.	None	Sunset Sod Inc.	None	Sunset Sod Inc.	None
Group 14: Paspalum "SeaDwarf"	Sunset Sod Inc.	None	Sunset Sod Inc.	None	Sunset Sod Inc.	None
Group 15: Paspalum "Sealsle Supreme"	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.
Group 16: Zoysia "Empire"	Mullings Engineering Services, Landscaping Division, Inc	Odums Sod, Inc.	Mullings Engineering Services, Landscaping Division, Inc	Odums Sod, Inc.	Mullings Engineering Services, Landscaping Division, Inc	Odums Sod, Inc.
Group 17: Centipede "Hammock"	Sunset Sod Inc.	None	Sunset Sod Inc.	None	Sunset Sod Inc.	None
Group 18: Wildflower Sod	NO AWARD	NO AWARD	NO AWARD	NO AWARD	NO AWARD	NO AWARD

The City of Boynton Beach

Meeting Date: 05/14/2024 Item #9.



Finance/Procurement Services
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310

September 16, 2022

Sheldon Mullings
Mullings Engineering Services, Landscaping Division, Inc.
9370 87th Place South
Boynton Beach, FL 33467

VIA E-MAIL TO: mullingseng@hotmail.com

REF: AWARD OF BID NO. R22-027 – SOD AND SOD INSTALLATION SERVICES
(ANNUAL CONTRACT)

Dear Mr. Mullings:

At the meeting of September 8, 2022, City Commission awarded the subject Bid. A list of the bid items awarded to your firm is on the attached document. The initial term of the Contract will be from October 1, 2022 thru September 30, 2024.

A link to the approved agenda item and associated backup may be obtained at the following link:
<https://boyntonbeach.novusagenda.com/AgendaPublic/CoverSheet.aspx?ItemID=13513&MeetingID=504>

Please submit your company's Certificate of Insurance, in full accordance with the terms and conditions of the Bid to coi@bbfl.us with a copy to me at pintok@bbfl.us, along with at your soonest convenience. Please ensure that the City of Boynton Beach is listed on the Certificate as an additional insured. Purchase orders will be issued as needed from the participating municipalities.

We would like to thank you for responding to this Invitation to Bid and we look forward to working with Mullings Engineering Services, Landscaping Division, Inc.

Sincerely,

Kristeena Pinto

Kristeena Pinto
Purchasing Manager

cc: Southeast Florida Governmental Purchasing Cooperative Group
Central File
File

The City of Boynton Beach

Meeting Date: 05/14/2024 Item #9.



Finance/Procurement Services
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310

September 16, 2022

Amanda Wood
Odums Sod, Inc.
16572 Rembrandt Rd.
Loxahatchee, FL 33470

VIA E-MAIL TO: odumssod@yahoo.com

REF: AWARD OF BID NO. R22-027 – SOD AND SOD INSTALLATION SERVICES
(ANNUAL CONTRACT)

Dear Ms. Wood:

At the meeting of September 8, 2022, City Commission awarded the subject Bid. A list of the bid items awarded to your firm is on the attached document. The initial term of the Contract will be from October 1, 2022 thru September 30, 2024.

A link to the approved agenda item and associated backup may be obtained at the following link:
<https://boyntonbeach.novusagenda.com/AgendaPublic/CoverSheet.aspx?ItemID=13513&MeetingID=504>

Please submit your company's Certificate of Insurance, in full accordance with the terms and conditions of the Bid to coi@bbfl.us with a copy to me at pintok@bbfl.us, along with at your soonest convenience. Please ensure that the City of Boynton Beach is listed on the Certificate as an additional insured. Purchase orders will be issued as needed from the participating municipalities.

We would like to thank you for responding to this Invitation to Bid and we look forward to working with Odums Sod, Inc.

Sincerely,

Kristeena Pinto

Kristeena Pinto
Purchasing Manager

cc: Southeast Florida Governmental Purchasing Cooperative Group
Central File
File

The City of Boynton Beach

Meeting Date: 05/14/2024 Item #9.



Finance/Procurement Services
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310

September 16, 2022

Kathy Hernandez
Sunset Sod Inc.
13100 SW 124th Avenue
Miami, FL 33186

VIA E-MAIL TO: Aloha@sunsetsod.com

REF: AWARD OF BID NO. R22-027 – SOD AND SOD INSTALLATION SERVICES
(ANNUAL CONTRACT)

Dear Ms. Hernandez:

At the meeting of September 8, 2022, City Commission awarded the subject Bid. A list of the bid items awarded to your firm is on the attached document. The initial term of the Contract will be from October 1, 2022 thru September 30, 2024.

A link to the approved agenda item and associated backup may be obtained at the following link:
<https://boyntonbeach.novusagenda.com/AgendaPublic/CoverSheet.aspx?ItemID=13513&MeetingID=504>

Please submit your company's Certificate of Insurance, in full accordance with the terms and conditions of the Bid to coi@bbfl.us with a copy to me at pintok@bbfl.us, along with at your soonest convenience. Please ensure that the City of Boynton Beach is listed on the Certificate as an additional insured. Purchase orders will be issued as needed from the participating municipalities.

We would like to thank you for responding to this Invitation to Bid and we look forward to working with Sunset Sod Inc.

Sincerely,

Kristeena Pinto

Kristeena Pinto
Purchasing Manager

cc: Southeast Florida Governmental Purchasing Cooperative Group
Central File
File



**INVITATION TO BID
FOR
SOD AND SOD INSTALLATION SERVICES FOR
SOUTHEAST FLORIDA GOVERNMENTAL
PURCHASING COOPERATIVE GROUP**

BID No.: CW22-027

**CITY OF BOYNTON BEACH
100 E. OCEAN AVENUE
BOYNTON BEACH, FL 33435**

ONLINE SUBMISSION ONLY

Boynton-beach.bidsandtenders.net

BID CLOSING DATE: WEDNESDAY, AUGUST 17, 2022

BID CLOSING TIME: 2:30 P. M.

**THE DEADLINE FOR QUESTIONS CONCERNING THIS BID IS:
JULY 29, 2022 @ 2:00 P.M.**



SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE

TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative.

For the past several years, approximately forty-five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

Southeast Florida Governmental Purchasing Cooperative Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "Lead Agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the Lead Agency.
- Each participating governmental entity will use the Lead Agency's contract and terms as executed, for its purchase orders. Furthermore, each participating governmental entity will issue its own purchase orders for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- Awarded Contractor agrees that the contract/purchase order terms of each entity will prevail for the individual participating entity should there be any conflicts between the Lead Agency's resulting contract and participating governmental entities contract/purchase order terms. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The Awarded Contractor(s) shall be responsible for advising the Lead Agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), Contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities, which are not members of the Southeast Florida Governmental Purchasing Cooperative, are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative members may participate in their contract for new usage, during the contract term, or in any contract extension term, if approved by the Lead Agency. New Southeast Florida Governmental Purchasing Cooperative members may participate in any contract on acceptance and approval by the Lead Agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

"WORKING TOGETHER TO REDUCE COSTS"



**INVITATION TO BID
SOD AND SOD INSTALLATION SERVICES
BID No. CW22-027**

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**Submittal of General Information, Procurement Forms and Documents
To be Completed and Uploaded Online**

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E-Verify Form 45 – 46

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Draft Contract Agreement (*Subject to modification and final by City Attorney*) 57 – 62

Insurance Advisory Form 63

EXHIBIT “A”: 64

When completed and executed, these documents, along with the Plans and Specifications, collectively with applicable Power of Attorney certifications for bond agents and Certificates of Insurance for the Contractor, forms the Contract for this Project.

The City of Boynton Beach



Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P. O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310

INVITATION TO BID SOD AND SOD INSTALLATION SERVICES BID No. CW22-027

NOTICE TO CONTRACTORS

Electronic bids shall be received by the bidding system up until **August 17, 2022; No Later Than 2:30 P.M. (Local Time).**

All BID's received will be publicly opened and acknowledged of receipt by the City's e-procurement bidding system electronically. Bid's received after the assigned date and time are not permitted by the bidding system. For the above reasons, it is recommended that the bidders allow sufficient time to complete your online Submission and to resolve any issues that may arise. The closing time and date shall be determined by the Bidding System's web clock.

ATTENTION, ALL INTERESTED RESPONDENTS:

To obtain documents online please visit Boynton-beach.bidsandtenders.net. Documents are not provided in any other manner.

SCOPE OF BID:

The City of Boynton Beach is seeking bids from qualified Contractors for sod and sod installation services at various locations within Palm Beach, Broward and Miami Dade Counties. Requested sod to include St. Augustine "Floratum", St. Augustine "Citrablue", St. Augustine "Palmetto", Bahia - Argentine, Bahia - Pensacola, Bermuda Tifway 419 - Certified, Bermuda Tifway 419 - Uncertified, " Bermuda TifEagle - Cerfitifed, Bermuda Tifgreen 328 - Certified, Bermuda Celebration, Bermuda TifTuf, Bermuda Latitude 36@, Bermuda TifDwarf, Paspalum SeaDwarf, "Certified" Sealsle Supreme, Zoysia Ultimate Flora, Centipede Hammock, and Wildflower Sod

NO BID CONFERENCE or SITE INSPECTION is scheduled.

At the time of the opening of bids, each bidder shall be presumed to have read and to be thoroughly familiar with the Contract Documents (including all addenda). Failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation with respect to this bid.

LOBBYING / CONE OF SILENCE:

Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Boynton Beach imposes a Cone of Silence. A cone of silence shall be imposed upon each competitive solicitation as of the deadline to submit the proposal, bid, or other response and shall remain in effect until City Commission awards or approves a contract rejects all bids or responses or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no proposer or its agent shall directly or indirectly communicate with any member of City Commission or their staff, the Manager, any

employee of Boynton Beach authorized to act on behalf of Boynton Beach in relation to the award of a particular contract or member of the Selection Committee in reference to the solicitation, with the exception of the Purchasing Manager or designee. (Section 2-355 of the Palm Beach County Code of Ordinances.) Failure to abide by this provision may serve as grounds for disqualification for an award of contract to the proposer. Further, any contract entered into in violation of the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before Selection Committees, contract negotiations during any public meeting, presentations made to the City Commission, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Boynton Beach as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the Purchasing Manual.

PUBLIC RECORDS DISCLOSURE:

Pursuant to Florida Statutes §119.07, sealed Bids, Proposal or Responses received by the City in response to a Request for Qualification or Invitation to Bid are exempt from public records disclosure requirements until the City provides notice of decision or **thirty (30) days** after the opening of the Proposals/Bids. If the City rejects all Responses submitted in accordance with a Request for Proposal/Qualification or Invitation to Bid, and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected Responses remain exempt from public disclosure until such time as the City provides notice of a decision or intended decision concerning the competitive solicitation or until the City withdraws the reissued competitive solicitation. A Bid, Proposal, Response, or reply is not exempt for longer than twelve (12) months after the initial City notice rejecting all Bids, Proposals, or replies.

Questions related to this Bid are to be submitted to the Purchasing representative through the Bidding System only by clicking on the "Submit a Question" button for this specific Solicitation.

CITY OF BOYNTON BEACH



SOD AND SOD INSTALLATION SERVICES

BID No.: CW22-027

INSTRUCTIONS TO BIDDERS

1. Electronic Invitation to Bid shall be received by the City's e-Procurement bidding system no later than **AUGUST 17, 2022 No Later Than 2:30 PM (Local Time)**.
2. Late responses are not permitted by the bidding system. It shall be the sole responsibility of the Bidder to have their BID submittal submitted online.
3. Bidders shall acknowledge receipt of any addenda through the Bidding System by checking a box for each addendum and any applicable attachment.
4. It is the responsibility of the Bidder to have received all Addenda that are issued. Bidders should check online at Boynton-beach.bidsandtenders.net prior to submitting their Submittal and up until the BID closing time and date in the event, additional addenda are issued.
5. To obtain documents online please visit Boynton-beach.bidsandtenders.net. You may preview the BID documents with a Preview Watermark prior to registering for the opportunity. Documents are not provided in any other manner.
6. ELECTRONIC BID SUBMISSIONS ONLY shall be received by the Bidding System. Hardcopy submissions are not permitted.
7. Bidders are cautioned that the timing of their Submittal Submission is based on when the Bid is RECEIVED by the Bidding System, not when a Submittal is submitted, as the Submittal transmission can be delayed due to file transfer size, transmission speed, etc.
8. For the above reasons, it is recommended that you allow sufficient time to complete your Bid Submission and to resolve any issues that may arise. The closing time and date shall be determined by the Bidding System's web clock.
9. Bidders should contact bids&tenders support listed below, at least twenty-four (24) hours prior to the closing time and date, if they encounter any problems. The Bidding System will send a confirmation email to the Bidder advising that their submittal was submitted successfully. If you do not receive a confirmation email, contact bids&tenders support at support@bidsandtenders.net.
10. Late Submittal Responses are not permitted by the Bidding System.
11. To ensure receipt of the latest information and updates via email regarding this request for qualification, or if a Bidder has obtained this Solicitation from a third party, the responsibility is on the Bidder to create a Bidding System Vendor account and register as a Plan Taker for the Solicitation.
12. All expenses for making BID responses to the City are to be borne by the Bidder.
13. A sample draft agreement that the City intends to execute with the successful firm(s) is contained within this Invitation to Bid for review. The City reserves the right to modify the contract language prior

to execution. The actual scope of services and consulting fees will be negotiated following the selection of the top firm(s).

- 14. Each Bidder, by submission of a BID response, acknowledges that in the event of any legal action challenging the award of a BID; damages, if any, shall be limited to the actual cost of the preparation of the BID.
- 15. As used in this Invitation to Bid, the words bidder, proposer, and contractor may be used interchangeably, and when so used, deemed to mean bidder.

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SOD AND SOD INSTALLATION SERVICES

BID No.: CW22-027

SCOPE OF WORK / SPECIFICATIONS

SCOPE OF WORK

It is the intent of these specifications to contract with qualified vendors to provide Sod and Sod installation on an "as needed" basis to the City of Boynton Beach and participating governmental entities of the Southeast Florida Governmental Purchasing Cooperative within Miami-Dade, Broward, and Palm Beach Counties, herein referred to at times as "Co-Op Agency/Entity".

All work under this yearly contract shall be performed as specified by the respective Co-op agencies, and City of Boynton Beach project representative(s) with the highest quality while meeting all specifications, term and conditions stated herein.

Contractors must furnish all supervision, labor, materials, supplies and equipment as necessary to properly perform work described. No guarantee is given as to the amount of sod that will be required during the entire contract period.

Contractors shall use trained and skilled employees in this trade that are directly employed with their company, must furnish all supervision, labor, equipment, material, and supplies necessary to properly perform the work required, must be licensed as required by the State of Florida and insured as required by the City of Boynton Beach and Co-Op agencies.

QUALIFICATIONS/REQUIRED INFORMATION

Bidders are required to submit a list of five (5) past clients which service were provided within the last three (3) years. In addition, Bidders shall provide copies of license(s) and/or certification(s) to perform the work specified.

Failure to provide any required information (licenses/certifications or any other required documentation) may render the Bidder's response as non-responsive.

QUANTITIES

All quantities stated on the proposal form are approximate based on the current estimates of work to be performed and the available funding. Actual quantities may be greater or less than stated on the estimated yearly quantities by zone. The estimated quantities are estimates for the next twelve (12) months and not for any one (1) specific project. The Co-Op reserves the right to purchase small quantities of sod (1 to 4 pallets) from other vendors when needed for smaller projects, or if not immediately available from the contracted vendor(s). If required and requested, Contractor must have the ability to deliver and install up to 50,000 square feet of sod per day.

Sod will be ordered on an as needed basis. Orders in excess of 2,000 square feet shall be delivered and unloaded by contractor at one time. All sod to be delivered and unloaded by contractor and must be on pallets which are in good condition. Pallets are to be picked up by the contractor upon notification.

PICK-UP OPTION

Depending upon purchase order quantity, items must be ready for pickup. Participating agencies reserve the right to pick up with their own vehicle any requirement under 2,000 square feet of sod, but will require delivery of any order in excess of 2,000 square feet to be delivered and unloaded by the contractor at one time.

PERFORMANCE

The sod material delivered under this contract must be of the highest quality and meet all Federal, State, and local laws. All sod installation work must meet the enclosed specifications and be approved by the ordering Co-Op agency. Any sod delivered and/or installed not meeting the specifications outlined in this Invitation to Bid shall be replaced at the discretion of the Co-Op agency.

If any material is damaged or destroyed through the fault of the awarded contractor, the item must be replaced within forty-eight (48) hours at the contractor's expense. The replacement sod must be the same species and size. Failure to adhere to the above requirements may result in the cancellation of the contract.

QUALITY ASSURANCE

All sod furnished under this ITB shall be of commercial quality grade as specified by the Southern Seed Certification Association, Inc.

Contractor's superintendent shall be well versed in Florida sod material and planting operations. All employees shall be competent and highly skilled in their particular job responsibility in order to properly perform the work. The Contractor is responsible for maintaining the quality of the material on the job throughout the duration of the contract.

Any nursery supplying sod that has represented the quality of the sod as being higher than the actual grade as determined under this section shall remove from the project all sod already delivered. Also, the nursery shall not be allowed to supply any additional sod until written evidence is submitted by the Contractor and confirmed by the Grounds Maintenance departments of the participating Co-Op agencies that all material has been inspected and approved by the State Plant Board as being of the quality as represented.

The Co-Op has the option to inspect the sod fields prior to the awarding of the Bid and any time during the contract period in order to assure that the sod quality meets the Bid specifications. Compliance with all current restrictions is regarded to movement of the sod into or within areas which are outside of quarantine boundaries for the white fringed beetle and the imported fire ant, as issued by the following agencies:

- a. U.S. Department of Agriculture, Animal and Plant Health Inspection Services
- b. Florida Department of Agriculture, Division of Plant Industry

Names of varieties not included therein have been generally derived from names accepted in the landscape industry. Where the local nomenclature of the common name differs, the local nomenclature has been used.

The sod shall be nursery grown, except where specified otherwise, and shall comply with all required inspectors, grading standards, and plant regulations as set forth by the Florida Department of Agriculture.

SUBSTITUTIONS

Substitutions of sod types shall be permitted only upon submission of documented proof that the particular type specified is not obtainable. Substitute shall be submitted for approval by the Grounds and/or Landscape Maintenance departments of the participating Co-Op agencies. The Agencies reserve the right to obtain the sod requested from another source.

GUARANTEE

The guaranteeing sod shall be construed to mean complete and immediate replacement of sod if it is:

- a. Not in a healthy growing condition
- b. There is a question to its survival ability at the end of the Guarantee period.
- c. Sod is dead.
- d. Contains excessive weed contamination.
- e. Infestation of **any** pests and/or bugs (i.e. fringed beetle)

Replacement of sod shall be of the same species as that of the plant to be replaced. The guarantee shall be null and void for sod which is damaged, unhealthy, or dies as a result of Acts of God, limited to hail, freeze and winds which exceed hurricane force; providing the sod was in healthy growing condition prior to these Acts of God.

TRANSPORTATION

Movement of sod shall comply with all Federal, State and local laws and regulations. Sod shall be transported on vehicles of adequate size.

WORK SCHEDULE

Contractor shall guarantee delivery and/or work schedule within **ten (10) calendar days after notification** of each project. If Contractor cannot make sod delivery and/or work schedule within ten (10) calendar days, the Co-Op Agency has the option to obtain sod from the secondary awarded vendor. If the secondary vendor cannot deliver or meet the work schedule with the ten (10) calendar days, then the City/Co-Op reserves the right to contact another vendor who can deliver and/or meet the work Schedule. Depending upon the circumstances, the City/Co-Op may document the deficiency in the permanent file as non-performance. Contractor shall:

- a. Deliver sod on pallets with root system protected from exposure to wind and sun.
- b. Deliver sod in quantities capable of being installed within forty-eight (48) hours of cutting. All installation of sod must be completed within twenty-four (24) hours after delivery to installation site.

TRAFFIC CONTROL AND PROTECTION

The plans for traffic control within work sites shall be developed with safety concerns as a high priority. The plans should include protection at work site when work is in progress and when operations have been halted (such as during the night). Provisions for the protection of work crew, traffic control personnel, pedestrian and motorists shall be addressed. In all cases, the operation plan for traffic control and protection shall include provisions for the following:

- a. Advance warning
- b. Clear view of work site
- c. Roadway delineation
- d. Regulatory information
- e. Hazard warning
- f. Barriers
- g. Pedestrian safety
- h. Access
- i. Location of vehicles and equipment
- j. Night safety
- k. Personnel training
- l. Traffic control and protection devices (see Florida Department of Transportation Manual on Traffic Controls and Safe Practices for Street and Highway Construction, Maintenance, and Utility Operations.

A written plan detailing traffic control and safety protection should, if required by a Co-Op agency, be prepared by the successful Bidder. This plan will be part of the continuing contract requirements.

SOD INSTALLATION

Installation shall be in accordance with the guidelines specified by the Southern Seed Certification Association, Inc. and including but not limited to the following:

- Installer must be equipped with proper tools to cut and smooth out depressions created by loaders, forklifts, etc. and must have on-site equipment to move sod pallets. Ground preparation will be the responsibility of the Agency(ies) unless requested by Agency(ies).
- All sod shall be planted within forty-eight (48) hours of cutting and shall be kept shaded and moist. Sod shall be carefully placed edge-to-edge by hand with tightly fitted joints (overlapping will not be allowed).
- Sod shall be immediately pressed firmly into place by hand tamping or roller. The installation operation shall provide a true and even surface and ensure knitting without displacement to sod or deformation of the surface of the sodded areas. Areas inaccessible to roller shall be hand tamped.
- On slopes having a ratio greater than or equal to 1:3, sod shall be pegged into place with not less than two stakes per square yard.
- Installer shall clean all adjacent areas soiled during installation and remove all pallets from site.

INSTALLATION (Where Applicable):

The sod shall be moist and shall be placed on moist soil. Pitchforks shall not be used in handling sod, and dumping from vehicles shall **not** be permitted. The sod shall be carefully placed by hand, edge-to-edge, in rows at right angles to the slope, commencing at the base of the area to be sodden and working upward. The sod shall be immediately pressed firmly into contact with sod bed to provide a true and even surface and ensure knitting without displacement of sod or deformation of the surfaces of the sodden area. The edges of the sodden areas shall be staggered in a corresponding manner, providing the offset along the edge does not exceed six inches (6"). All vertical edging adjacent to sodden areas shall be tamped as to produce a feather edge. Should Contractor use a roller, they shall coordinate its use as necessary to avoid damage to other work in place.

On slopes having a ratio of one in three or greater, peg the installed sod into place with not less than two stakes per square yard.

Immediately after completing placement of sod, begin water operation. Water shall be applied in the amount necessary to keep the sod moistened to the full depth of the root zone for a period of not less than two (2) weeks.

After the sod has been installed, pallets and other debris created by the Contractor shall be removed from the project. Any paved areas, including curbs and sidewalks which have been strewn with soil, sod waste or fertilizer shall be thoroughly swept.

In the event that weeds or other undesirable vegetation became prevalent to such an extent that either cut or uncut they threaten to smother the grass species, they shall be removed as directed by the Grounds Maintenance Supervisor of the appropriate agency. If necessary, it shall be replaced as needed.

Installation must be in staggered joints, edge to edge, as tight as possible. All sod shall be alive, fresh, uninjured, and free of insects, pests, weeds, disease and Nematodes.

INSTALLATION (Where Applicable):

The City may, during the term of the contract, add or delete service, wholly or in part at any of the listed locations. In the event that a site listed herein is deleted, the quoted cost for service being deleted shall be removed from the monthly invoice amount, if applicable. In the event that a site is added to listing herein and to the contract, the bidder shall invoice utilizing the prices quoted herein.

The following are a listing of Co-op Agencies that may require deliveries at different locations within their respective municipalities. The list of contact persons should **not be** contacted during the bidding process; only the Purchasing Representative contact listed within this Invitation to Bid shall be contacted.

ENTITY	CONTACT	PHONE #	E-MAIL ADDRESS	ADDRESS
City of Boynton Beach	Kristeena Pinto, Purchasing Manager	561-742-6322	pintok@bbfl.us	100 East Ocean Ave, Boynton Beach, FL 33435
City of Margate	Ben Trapani	954-658-7693	btrapani@margatefl.com	5790 Margate Blvd Margate, FL 33063
City of Coral Gables	Yusbel Gonzalez	305-460-5107	contracts@coralgables.com	2800 S.W. 72 Ave., Miami, FL 33155
City of Coral Springs	Yasmin Teja	954-344-1101	yteja@coralsprings.org	9500 W. Sample Road Coral Springs, FL 33065
Town of Davie	Jenna Albers	954-797-1131	jalbers@davie-fl.gov	8800 S.W. 36 th Street Davie, FL 33328
City of Greenacres	Monica Powery	561-642-2039	mpowery@greenacresfl.gov	6600 University Drive Parkland, FL 33067
City of Parkland	Richard Spallino	954-457-4106	rspallino80@cityofparkland.org	100 N. Andrews Ave., Ft. Laud., FL 33301
City of Sunrise	Holly Raphaelson	954-572-2202	hraphaelson@sunrisefl.gov	10770 W. Oakland Park Blvd., Sunrise, FL 33351
City of Wilton Manors	Daren Jairam	954-390-2171	djairam@wiltonmanors.com	2020 Wilton Manors Dr. Wilton Manors, FL 33305
City of Miami	Richard McLaren	305-416-1958	rmclaren@miamigov.com	444 S.W. 2 nd Avenue Miami, FL 33029
City of Pembroke Pines	Mark Gomes	954-518-9020	mgomes@ppines.com	8300 S. Palm Drive Pembroke Pines, FL 33025
City of Miami Beach	William Garviso	305-673-7490	williamgarviso@miamibeachfl.gov	1755 Meridian Ave Miami Beach, FL 33139
City of North Miami Beach	Meghan C. Bennett	305-948-2946	meghan.bennett@citynmb.com	17011 N.E. 19 th Ave North Miami Beach, FL 33162
City of Hallandale Beach	Kyle Vohwinkel	954-457-1331	kvohwinkle@hallandalebeachfl.gov	400 South Federal Hwy Hallandale Beach, FL 33009



SOD AND SOD INSTALLATION SERVICES

BID No.: CW22-027

GENERAL CONDITIONS FOR BIDDERS

1. FAMILIARITY WITH LAWS: The Bidder is presumed to have full knowledge of and be in compliance with all Federal, State, and Local laws, ordinances, rules, and regulations that in any manner affect the equipment and the services provided to the City. Ignorance on the part of the Bidder will in no way relieve Bidder of responsibility to adhere to such regulations.
2. BID FORMS: The Bidder will submit a BID on the BID forms provided. The Bidder must state the price and the time of delivery for which they propose to deliver the equipment or service requested. The Bidder IS required to be licensed to do business as an individual, partnership, or corporation in the State of Florida. All BID forms must be executed and submitted for easy identification. BIDs not submitted on BID forms herein may be rejected. All BIDs are subject to the conditions specified within this solicitation document. BIDs which do not comply with these conditions are subject to rejection.
3. EXECUTION OF BID: BID must contain a manual signature of an authorized representative in the space provided on all affidavits and proposal sheets.
4. NO SUBMITTAL: A NO SUBMITTAL response can be submitted online through the e-Procurement bidding system.
5. BID DEADLINE: It is the Bidder's responsibility to assure that the BID is submitted electronically by or at the proper time and date prior to the BID deadline. Late Submittal Responses are not permitted by the e-Procurement bidding system.
6. RIGHT TO REJECT BID: The City reserves the right to reject any or all bids, waive technical errors, or to accept a portion of any bids that are deemed to be the most responsive, responsible bidder(s) which represents the most advantageous bid to the City. In determining the "most advantageous bid", price, quantifiable factors, and other factors are considered. Such factors include but are not limited to specifications; delivery requirements; the initial purchase price; life expectancy; cost of maintenance and operation; operating efficiency; training requirements; disposal value; and other factors contributing to the overall acquisition cost of an item. Consideration may be given, but is not necessarily limited to conformity to the specifications; including timely delivery; product warranty; a bidder's proposed service; ability to supply and provide service; delivery to required schedules and past performances in other contracts with the City or other government entities.
7. BID TERM: The initial term of the Bid award shall be for a period of two (2) years and by mutual agreement between the City and the awardee(s), may be renewable for three (3) additional one (1) year periods under the same terms, conditions, pricing, and upon mutual agreement with the awarded vendor.

The City reserves the right to extend automatically for a period not to exceed an additional six (6) months in order to provide the City with continual service while a new contract is solicited, evaluated, and/or awarded.

8. **RIGHTS OF THE CITY:** The City expressly reserves the right to:
- A. Waive as an informality, minor deviations from specifications at a lower price than the most responsive, responsible bidder meeting all aspects of the specifications and consider it if it is determined that total cost is lower and the overall function is improved or not impaired;
 - B. Waive any defect, irregularity, or informality in any bid or bidding procedure;
 - C. Reject or cancel any or all bids;
 - D. Reissue an Invitation to Bid;
 - E. Extend the bid deadline time and date;
 - F. Procure any item by other means;
 - G. Increase or decrease the quantity specified in the Invitation to Bid;
 - H. Consider and accept an alternate bid as provided herein when most advantageous to the City.
9. **STANDARDS:** Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective bidder has:
- A. Available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain such, necessary to indicate its capability to meet all contractual requirements;
 - B. A satisfactory record of performance;
 - C. A satisfactory record of integrity;
 - D. Qualified legally to Contract within the State of Florida and the City of Boynton Beach;
 - E. Supplied all necessary information in connection with the inquiry concerning responsibility.
10. **DISQUALIFICATION OF PROPOSER:** More than one Proposal from an individual, firm, partnership, corporation or association under the same or different names shall not be considered. All proposals shall be rejected if there is reason to believe that collusion exists between Proposers. Automatic disqualifiers are as follows:
- a. Not including an executed Proposer signature.
 - b. Not being licensed to perform the required work or to provide the required product.
 - c. Not being eligible to submit a proposal due to violations listed under Item No.29, "Public Entity Crimes."
 - d. Not completing the RFQ Submittal Forms as required.
11. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidders must furnish all information requested in the spaces provided on the bid form. Further, as may be specified elsewhere, each bidder must submit for bid evaluation cuts, sketches, and descriptive literature, and technical specifications covering the products offered. Reference to literature submitted with a previous bid or on file with the buyer will not satisfy this provision.
12. **INTERPRETATIONS:** Any questions concerning conditions and specifications should be directed to the Purchasing representative through the Bidding System only by clicking on the "Submit a Question" button for this specific BID no later than ten (10) days prior to the BID deadline. Inquiries must reference the date by which the BID is to be received.
13. **CONFLICT OF INTEREST:** The award hereunder is subject to all conflict of interest provisions of the City of Boynton Beach, Palm Beach County, of the State of Florida.
14. **SUBCONTRACTING:** If a bidder subcontracts any portion of a Contract for any reason, the bidder must state the name and address of the subcontractor and the name of the person to be contacted on the attached "Schedule of Subcontractors". The City of Boynton Beach reserves the right to accept or reject any or all bids wherein a subcontractor is named and to make the award to the bidder, who, in the opinion of the City, will be in the best interest of and/or most advantageous to the City. The City also reserves the right to reject a bid of any bidder if the bid names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time Contracts of a similar nature, or who is not in a position to perform properly under this award. The City reserves all rights in order to make a determination as to the foregoing.

15. **ADDENDA:** From time to time, the City may issue an addendum to change the intent or to clarify the meaning of the Contract documents. Since all addenda are available to Bidder's through the City's e-Procurement system Boynton-beach.bidsandtenders.net, it is the responsibility of each Bidder to have received ALL addenda that are issued. Bidders should check online at Boynton-beach.bidsandtenders.net prior to submitting their bid and up until the bid closing time and date in the event, additional addenda are issued. If a Bidder submits their bid prior to the BID closing time and date and an addendum has been issued, the Bidding System shall WITHDRAW the Bidder's submission and the submittal status will change to an INCOMPLETE STATUS and Withdraw the Bid Proposal. The Bidder can view this status change in the "MY BIDS" section of the Bidding System.

The Bidder is solely responsible to:

- A. make any required adjustments to their Bid; and
- B. acknowledge the addenda; and
- C. Ensure the re-submitted Bid is RECEIVED by the Bidding System no later than the stated bid closing time and date.

16. **ADDITIONAL QUANTITIES:** The City reserves the right to acquire additional quantities of the bid products or services at the prices bid in this invitation. If additional quantities are not acceptable, the bid sheets must be noted: "**BID IS FOR SPECIFIED QUANTITY ONLY**".

17. **SAMPLES:** Samples of items, when called for, must be furnished free of expense, and if not used, tested, or destroyed, upon request, will be returned at the bidder's expense. Request for the return of samples may be made within ten (10) days following the bid deadline. Each individual sample must be labeled with the bidder's name, manufacturer's brand name and number, and item reference.

18. **DEMONSTRATIONS:** Performance of the equipment/services upon request can be deemed a part of the evaluation process in determining the award of the bidder. Demonstrations of the merits of the equipment/services that meet City requirements shall be requested by Procurement Services. Equipment demonstrated shall be a minimum of one (1) year old. All required staff, to be assigned per the individual bid product or service application, will form the Bid Award Committee to evaluate and submit a group award recommendation. The City reserves the right to make separate and independent awards based on its needs and the combined evaluation results.

19. **ESCALATOR CLAUSE:** Any bid which is submitted subject to an escalator clause will be rejected.

20. **EXCEPTIONS:** Incorporation in a bid of exceptions to any portion(s), of the Contract documents may invalidate the bid. Exceptions to the Technical and Special Provisions shall be clearly and specifically noted in the bidder's proposal on a separate sheet marked "**EXCEPTIONS TO THE SPECIFICATIONS**" and this sheet shall be attached to the bid. The use of the bidder's standard forms or the inclusion of the manufacturer's printed documents shall not be construed as constituting an exception within the intent of the Contract documents.

21. **ALTERNATES:** Where a base bid is provided for, the bidder shall submit a bid on the base bid and may exercise their own prerogative in submitting a bid on alternate items. The Owner reserves the right to accept or reject the alternates or base bid or any combination thereof. The Owner, or a representative, further reserves the unqualified right to determine whether any particular item or items of material, equipment, or the like, is an approved equal, and reserves the unqualified right to a final decision regarding the approval or rejection of the same.

22. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications under the direction of appropriate testing laboratories. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at the vendor's expense. These items and items not delivered as per delivery date in the bid and or Purchase Order may result in the bidder being found in default in which event any and all procurement costs may be charged against the defaulted Contractor. Any violation of these stipulations may also result in the vendor's name being removed from the City of Boynton Beach's vendor mailing list.

- 23. DISPUTES: In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City Manager shall be final and binding on both parties.
- 24. ANTITRUST CAUSE OF ACTION: In submitting a bid to the City of Boynton Beach, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Boynton Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price-fixing relating to the particular commodities or services purchased or acquired by the City of Boynton Beach. At the City of Boynton Beach's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.
- 25. GOVERNMENTAL RESTRICTIONS: In the event, any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful bidder to notify the City at once, indicating in a letter the specific regulation which required an alteration. The City reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract at no expense to the City.
- 26. LEGAL REQUIREMENTS: Federal, State, County, and City laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.
- 27. ON PUBLIC ENTITY CRIMES – All Invitations to Bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows: “A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract or provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list”.
- 28. SCRUTINIZED COMPANIES LISTS Florida Statues Section 287.135: By submission of this BID, the bidder certifies that the bidder is not participating in a boycott of Israel. Bidder further certifies that Bidder is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Bidder been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Bidder of the City's determination concerning the false certification. Bidder shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Bidder shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Bidder does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.
- 29. NON-COLLUSION AFFIDAVIT: Each Bidder shall complete the Non-Collusion Affidavit Form and shall submit the form with their Proposal. The City considers the failure of the Bidder to submit this document to be a major irregularity and may be cause for rejection of the Proposal.
- 30. TRADE SECRET: Any language contained in the Bidder's Proposal purporting to require confidentiality of any portion of the Proposal, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Bidder submits any documents or other information to the City which the Bidder claims are Trade Secret information and exempt from Florida Statutes Chapter 119.07 (Public Records Laws), the Bidder shall clearly designate that it is a Trade

Secret and that it is asserting that the document or information is exempt. The Bidder must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Bidder's Proposal constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the City its officers, employees, volunteers, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR PROPOSAL AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR PROPOSAL OR ANY PART THEREOF AS COPYRIGHTED.

31. ANTI-KICKBACK AFFIDAVIT: Each Bidder shall complete the Anti-Kickback Affidavit Form and shall submit this form with their Proposal. The City considers the failure of the Bidder to submit this document to be a major irregularity and may be cause for rejection of the Proposal.
32. CONFIRMATION OF MINORITY-OWNED BUSINESS: It is the desire of the City of Boynton Beach to increase the participation of minority-owned businesses in its contracting and procurement programs. While the City does not have any preference or set-aside programs in place, it is committed to a policy of equitable participation for these firms. Therefore, each Bidder shall complete the Confirmation of Minority-Owned Business Form and shall submit the form with its Bid/Proposal.
33. ADVERTISING: In submitting a bid, the bidder agrees not to use the results as a part of any commercial advertising. Violation of this stipulation may be subject to action covered under **"NONCONFORMANCE WITH CONTRACT CONDITIONS"**.
34. ASSIGNMENT: Any Purchase Order issued pursuant to this bid invitation and the funds which may be come due hereunder are not assignable except with the prior written approval of the City.
35. LIABILITY: The selected bidder(s) shall hold and save harmless the City of Boynton Beach, Florida its officers, agents, volunteers, and employees from liability of any kind in the performance of this Contract. Further, the selected bidder(s) shall indemnify, save harmless and undertake the defense of the City, its City Commissioners, agents, servants, and employees from and against any and all claims, suits, actions, damages, or causes of action arising during the term of this Contract, for any personal or bodily injury, loss of life, or damage to property arising directly or indirectly from bidder's operation pursuant to this Contract and from and against all costs, counsel fees, expenses and liabilities incurred in an about any such claims, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders or judgments which may be entered therein. The City shall notify the bidder within ten (10) days of receipt by the City of any claim, suit, or action against the City arising directly or indirectly from the operations of the bidder hereunder, for which the City may be entitled to a claim or indemnity against the bidder, under the provisions of this Contract. Bidder shall have the right to control the defense of any such claim suit or actions. The bidder shall also be liable to the City for all costs, expenses, attorneys' fees, and damages that may be incurred or sustained by the City by reason of the bidder's breach of any of the provision of the contract. Bidder shall not be responsible for negligent acts of the City or its employees.
36. AWARD OF CONTRACT: The low monetary bid will NOT in all cases be awarded the Contract or Purchase Order. Contracts or Purchase Orders will be awarded by the City to the most responsive, responsible bidder whose bid represents the most advantageous bid to the City, price, and other factors considered. Evaluation of bids will be made based upon the evaluation factors and standards set forth herein. The City reserves the right to reject any and all bids and to waive technical errors as set forth herein. In the event of a Court challenge to an award by any bidder, damages, if any, resulting from an award shall be limited to actual bid preparation costs incurred by the challenging bidder. In no case will the award be made until all necessary investigations have been made into the responsibility of the bidder and the City is satisfied that the most responsive, responsible bidder is qualified to do the work and has the necessary organization, capital, and equipment to carry out the required work within the time specified.

- 37. **AS SPECIFIED:** A Purchase Order will be issued to the successful bidder with the understanding that all items/services delivered must meet the specifications herein. Items/services delivered not as specified, will be returned at no expense or penalty to the City of Boynton Beach.
- 38. **DELIVERY:** Prices shall be quoted F.O.B. Boynton Beach, Florida. F.O.B. destination indicates that the seller is responsible for the shipment until it reaches its destination. Any and all freight charges are to be included in the bid total. The bidder's invoice payment terms must be shown.
- 39. **WARRANTY REQUIREMENTS:** Each item, including all components and all installed accessories and equipment, shall be guaranteed by the bidder to be free of defective parts and workmanship. This warranty shall be for a period of 365 days or the time designated in the standard factory warranty, whichever is longer. The warranty will be the same as that offered to the commercial trade and shall be honored by any of the manufacturer's authorized dealers. Warranty will cover parts, labor, and any necessary shipping. Warranty repairs may be accomplished on City property if space is available; this will be at the sole discretion of the City. Contact Procurement Services for permission to perform warranty service on City property. Warranty to start at the time of acceptance by the City; however, in cases where vehicles or equipment are not immediately placed in service, the bidder will provide a delay of warranty start-up time. The period of warranty delay will be coordinated by Procurement Services.
- 40. **PRICES, TERMS, AND PAYMENT:** Firm prices shall be quoted and include all packing, handling, shipping charges, and delivery to the destination shown herein. Bidder is requested to offer a cash discount for prompt invoice payment. Discount time will be computed from the date of satisfactory delivery at the place of acceptance or from receipt of the correct invoice at the office specified, whichever is later.

Prices quoted shall be F.O.B. destination.

Prices quoted shall be firm for the initial year of the (2) two-year contract. No cost increases shall be accepted during the first year of this contract term.

Thereafter, for the second year of the contract and any extensions which may be approved by the City shall be subject to the following: Costs for the second contract year and any extensions shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending December 31st, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

Cost adjustments, in all cases shall reflect only a direct pass-through of costs, and no changes to the Vendor's profit margin shall be permitted. All cost increases over 2% must be approved by the City Commission on recommendation of the Director of Financial Services.

- 41. **TIME OF DELIVERY:** The bidder shall state in the bid the time of delivery of the equipment. Time is of importance to the City and the bidder is hereby notified that the date of delivery will be considered as a factor in the evaluation of the bids.

All equipment shall be completely assembled, adjusted, and clean. All standard equipment and specified options shall be installed and the unit made ready for continuous, heavy-duty service. In addition to new equipment pre-delivery service, a thorough condition and specification compliance from these specifications, including manufacturer's standard equipment items, and accessory equipment supplied by the equipment dealer, which is clearly necessary for the complete operation of the vehicle, shall be considered a requirement although not directly specified in these specifications.

42. LICENSE AND PERMITS: It shall be the responsibility of the successful bidder to obtain all licenses and permits, if required, to complete this service at no additional cost to the City. Licenses and permits shall be readily available for review by the Purchasing Agent and City Inspectors.

43. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH: The bidder certifies that all material, equipment, etc., contained in this bid meets all O.S.H.A. requirements. Bidder further certifies that if awarded as the successful bidder, and the material equipment, etc. delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on the date of delivery, all costs necessary to bring the materials, equipment, etc., into compliance with the aforementioned requirements shall be borne by the bidder.

Bidder certifies that all employees, subcontractors, agents, etc. shall comply with all O.S.H.A. and State safety regulations and requirements.

44. PALM BEACH COUNTY INSPECTOR GENERAL: The contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any contracts resulting from this solicitation, and in furtherance thereof, may demand and obtain records and testimony from the contractor and its subcontractors and lower-tier subcontractors. The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower-tier subcontractors to fully cooperate with the Inspector General when requested, may be deemed by the municipality to be a material breach of this contract justifying its termination.

45. PUBLIC RECORDS: Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

The City is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law. Specifically, the Consultant shall:

- A. Keep and maintain public records required by the City to perform the service;
- B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;
- C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Consultant shall destroy all copies of such confidential and exempt records remaining in its possession once the Consultant transfers the records in its possession to the City; and
- D. Upon completion of the contract, Consultant shall transfer to the City, at no cost to the City, all public records in Consultant's possession. All records stored electronically by Consultant must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

E. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

**CITY CLERK'S OFFICE
100 EAST OCEAN AVENUE**

BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CITYCLERK@BBFL.US

46. E-VERIFY: Contractor is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

1) Definitions for this Section:

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

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

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

2) Registration Requirement; Termination:

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

- a. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b. All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the City of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and
- c. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.



SOD AND SOD INSTALLATION SERVICES

BID No.: CW22-027

SPECIAL TERMS AND CONDITIONS

1. **AWARD:** Award will be made to the most responsible, responsive bidder(s) meeting specifications and minimum qualifications, and is in the best interest of the City of Boynton Beach and participating governmental entities of the Southeast Florida Governmental Purchasing Cooperative within Miami-Dade, Broward, and Palm Beach Counties.
2. **COOPERATIVE BID:** Supplier(s) will be required to make deliveries to location as specified by the ordering agencies. Any reference in the bid documents to a single entity shall apply to all participating entities.

The terms and conditions of the individual contracts and/or purchase orders including, but not limited to provisions regarding invoicing, individual delivery points, delivery instructions, and insurance requirements shall be established individually by each participating governmental entity prior to award. The City's Local Vendor Preference Policy DOES NOT apply to this bid.

MUNICIPALITIES AND OTHER GOVERNMENTAL ENTITIES WHICH ARE NOT MEMBERS OF THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP ARE STRICTLY PROHIBITED FROM UTILIZING ANY CONTRACT OR PURCHASE ORDER RESULTING FROM THIS BID. HOWEVER, OTHER CO-OP MEMBERS MAY PARTICIPATE IN THIS CONTRACT DURING THE RENEWAL PERIOD PROVIDED IT IS ACCEPTABLE TO THE VENDOR(S).

This contract is open for use to ALL Southeast Florida Governmental Purchasing Cooperative Group Agencies upon award. This is the current listing and may be updated from time to time.

- Adventura, City of
- Boca Raton, City of
- Boynton Beach, City of
- Broward College
- Broward County Housing Authority
- Broward County Purchasing
- Broward Metro Planning Organization (MPO)
- Broward County Port Everglades
- Children's Services Council of Palm Beach County
- Coconut Creek, City of
- Cooper City, City of
- Coral Gables, City of
- Coral Springs Improvement District
- Coral Springs, City of
- Dania Beach, City
- Davie, Town of
- Deerfield Beach, City of
- Delray Beach, City of
- Fort Lauderdale, City of
- Greenacres, City of
- Hallandale Beach, City of

Hillsboro Beach, City of
 Hollywood, City of
 Lake Worth Beach, City of
 Lauderhill, City of
 Lauderdale Lakes, City of
 Lauderdale-by-Sea, City of
 Margate, City of
 Miami, City of
 Miami Beach, City of
 Miami Gardens, City of
 Miramar, City of
 North Lauderdale, City of
 North Miami Beach, City of
 Oakland Park, City of
 Opa Locka, City of
 Palm Beach Sheriff's Office
 Parkland, City of
 Pembroke Park, City of
 Pembroke Pines, City of
 Plantation, City of
 Pompano Beach, City of
 Riviera Beach, City of
 South Florida Regional Transportation Authority (SFRTA)/Tri-Rail
 Solid Waste Authority of Palm Beach County
 South Florida Water Management District (SFWMD)
 Southwest Ranches, Town of
 Sunny Isles Beach, City of
 Sunrise, City of
 Tamarac, City of
 Wellington, Village of
 Wilton Manors, City of

3. **BID TERM:** The initial term of the Bid awarded shall be for two (2) years and by mutual agreement between the City and the awardee(s), may be renewed for three (3) one-year terms under the same terms, conditions, pricing, and upon mutual agreement with the awarded vendor. Renewals shall be contingent upon satisfactory performance evaluations by the agency and subject to the availability of funds.
4. **NON-EXCLUSIVE AGREEMENT:** No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under the agreement.
5. **ORDERING:** The City reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in the contract, and if the vendor is unable to comply therewith, the City reserves the right to purchase commodities/services from another source without penalty or prejudice to the City.
6. **FISCAL YEAR PURCHASE ORDER:** Items shall be ordered via a Blanket Purchase Order on an "as needed" basis for each fiscal year that the Agreement is in existence at prices quoted per the Agreement. Invoices must be submitted against each individual blanket purchase order.

The City reserves the right to extend automatically for a period not to exceed an additional six (6) months in order to provide the City with continual service while a new contract is solicited, evaluated, and/or awarded.

7. **COST ADJUSTMENTS:** Prices quoted shall be F.O.B. destination and firm for the initial bid term. No cost increases shall be accepted during the first year of this initial bid term. Please consider this when providing pricing for the Bid. Cost increases for any extension terms shall be subject to City approval.

Thereafter, for the second year of the contract and any extensions which may be approved by the City shall be subject to the following: Costs for the second contract year and any extensions shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor.

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending December 31st, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the bid term anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved bid extension.

The City, may after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract will be considered canceled on the scheduled expiration date.

All cost increases must be approved by the City Commission on the recommendation of the Director of Financial Services.

- 8. **MARKET CONDITIONS:** The City of Boynton Beach reserves the right to purchase on the open market should lower market process prevail, at which time the successful bidder shall have the option of meeting the lower price or relieving the City of Boynton Beach of any obligations previously understood.
- 9. **AWARD:** Award will be made to the responsive and responsible bidder(s), quoting the lowest price, for that goods and services identified, that will best serve the needs of the City of Boynton Beach. The City also reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all Bids and to award or not award a contract based on this Bid solicitation.

The City shall award this contract to **two (2) bidders (primary, and secondary) by GROUP and by ZONE**, to the lowest responsive, responsible bidder(s). Unit prices must be stated on the price proposal page within the Bids & Tenders platform. For items in groups, it is necessary to bid on every item within the group, and all items in the group must meet specifications in order to be considered for award. In the event that any item in the group does not meet the specifications, the entire group will be disqualified.

The lowest awarded bidder in an item or group shall be considered the primary vendor and should receive the largest volume of work. It is therefore contingent upon the bidder(s) to Bid on every item within the group.

City reserves the right to reject any bidder who has previously failed in the proper performance of an award, or failed to deliver on time contracts in a similar nature, or who is not responsible (financial capability, lack of resources, etc.) to perform under this award. CITY reserves the right to inspect all facilities of any bidder in order to make a determination as to the foregoing. The City or participating Co-Op agency further reserves the right to consider a Bidder's history of not meeting established work schedules on prior bids and/or poor quality of material supplied specifically on prior bids.

The City Commission or each participating Co-Op agency reserves the right to consider a Bidder's history of deficiencies in the industry in determining a Bidder's responsibility and further reserves the right to declare the low Bidder not responsible if said deficiencies warrant such determinations.

- 10. **COMPETENCY OF BIDDERS:** Pre-award inspection of the bidder's facility may be made prior to award of contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this bid and who can provide evidence that

they have established a satisfactory record of performance for a sufficient delivery fleet to insure that they can satisfactorily execute the services under the terms and conditions herein stated. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the most business practices in the industry and as determined by the designated City of Boynton Beach representative.

- 11. **VENDOR SERVICE REPRESENTATIVE:** The bidder must submit with his bid proposal the name, address, and phone number of the person(s) to be contacted for the placement of an order and the coordination of service. A contact for both regular work hours and after hours, weekends, and holidays must be identified.
- 12. **CANCELLATION:** Order will be subject to immediate cancellation if either product or service does not comply with the specifications as stated herein or fails to meet the participating co-op entity's performance standards.
- 13. **RIGHT TO TERMINATE:** In the event that any of the provisions of the bid are violated by the successful bidder, the City of Boynton Beach may serve written notice upon such bidder of its intention to terminate the bid award.
- 14. **TERMS AND CONDITIONS:** No additional terms and conditions included with the bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this bid solicitation are the only conditions applicable to this bid and the bidder's authorized signature affixed to the bidder acknowledgment attests to this.
- 15. **INVOICING AND PAYMENT:** Payments shall be made on a per-order (delivery) or monthly statement basis (for actual deliveries made). All invoices submitted for payment must include certified weight certificates indicating gross, tare, and net weights in addition to showing the purchase order number and must be directed to the appropriate governmental entity. Timely submission of a proper invoice(s) in strict accordance with the price(s) and delivery elements as stipulated in the Contract document should be submitted to:

City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425-0310

- 16. **TRANSFER PROHIBITED:** The successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of their bid award, or of any or all of his or its rights, title or interest herein, or his or its power to execute such award to any person, company or corporation without prior written consent of the corresponding governmental entity.
- 17. **INSURANCE:** It shall be the responsibility of the successful bidder to maintain workers' compensation insurance, property damage, liability insurance, and vehicular liability insurance, during the time any of the bidder's personnel are working on the City of Boynton Beach property. The vendor shall furnish the City with a certificate of insurance after the award has been made prior to the start of any work on City property. Said insured companies must be authorized to do business in the State of Florida and the City will not accept any company that has a rating less than B+ in accordance to A.M. Best's Key Rating Guide, the latest edition.
- 18. **INDEMNIFICATION/HOLD HARMLESS AGREEMENT:** Contractor shall, in addition to any other obligation to indemnify the participating co-op entities and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the participating co-op entity, their agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged bodily injury sickness, disease or death, or injury to

or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or b) violation of law, statute, ordinance, governmental administration order, rule, regulation, or infringement of patent rights by Contractor in the performance of the Work; of c) liens, claims or actions made by the Contractor or any subcontractor or other party performing the Work.

The indemnification obligations hereunder shall not be limited by any limitation on the amount, type of damages, compensation, or benefits payable by or for the Contractor, or any subcontractor under workers compensation acts; disability benefit acts, other employee benefit acts, or any statutory bar.

Any costs or expenses, including attorney's fees, incurred by any participating Co-op entity to enforce this Agreement shall be borne by the Contractor.

19. GENERAL/SPECIAL CONDITION PRECEDENT: In the event of a conflict between General Conditions and Special Conditions, the provisions of the Special Conditions shall have precedence.

20. PRICING ZONES: Pricing Zone Map is located herein as Exhibit "A" Bidder shall submit pricing for each of the following zones:

North Broward: Commercial Boulevard  North to include Palm Beach County

Central Broward: Between Commercial Boulevard  and  Griffin Road

South Broward: Griffin Road  South to include Miami-Dade County

21. TERMINATION DEFAULT: In addition to all other remedies available to the City/Co-Op Agency, this Contract shall be subject to cancellation by the City/Co-Op for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

In the event that any of the provisions of the contract are violated by the successful Bidder, the City/Co-Op may serve written notice upon such Bidder of its intention to terminate the contract, and unless ten (10) days after serving such notice upon the Bidder, such violation shall cease and satisfactory arrangement for correction are made, the contract shall, upon expiration on the tenth day, cease and terminate.

The City/Co-Op Agency by written notice may terminate in whole or in part any purchase orders resulting from this invitation when such action is in the best interest of the City/Co-Op. If purchase orders are so terminated, the City/Co-Op shall be liable only for payment for services rendered prior to the effective date of termination. Services rendered will be interpreted to include cost of items already delivered plus reasonable cost of supply actions short of delivery. The City/Co-Op reserves the right to determine reasonableness submitted for said cost of supply actions.

The City/Co-Op may without cause and without prejudice to any other right of remedy, submit a written thirty (30) calendar days notice to the successful Bidder terminating the agreement between the Contractor and the City/Co-Op Agencies for convenience, whenever the City/Co-Op determines that such termination is in the best interest of the City/Co-Op. Where the agreement is terminated for the convenience of the City/Co-op, the notice of termination to the successful Bidder must state that the contract is being terminated for the convenience of the City/Co-Op under the termination

clause and the extent of termination. Upon receipt of the notice of termination for convenience, the successful Bidder shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and subcontracts except as they may be necessary to complete any continued portions of the work.

- 22. **DEMOLITION AND DEBRIS REMOVAL:** The Contractor shall be responsible to remove all their debris from the site and clean affected work areas. Contractor shall keep the premises free of debris and unusable materials resulting from the Work and as Work progresses; or upon request by the City, shall remove such debris and materials from City property. The Contractor shall leave all affected areas as they were prior to beginning work.

- 23. **PROPERTY DAMAGE:** If property (public or private) is damaged while Contractor is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the Contractor in a manner acceptable to the City prior to the final acceptance of the Work. Such property shall include but not be limited to: structures, parkways, sidewalks, curbs and gutters, driveways, walls, fences, water features, footings, underground utilities, sod, shrubs, and trees.

- 24. **REPORTS:** Upon request by the City/Co-Op agencies, successful Bidder must be capable of providing a semi-annual and annual report on all items purchased during the contract period. Report to include sod species, unit price, quantity and grand total of all purchases.

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SOD AND SOD INSTALLATION SERVICES

BID No.: CW22-027

SOD SPECIFICATIONS / DESCRIPTIONS:

NOTE: There is sod details in the specification which are not accounted for in the estimated quantities requested herein. However, the City of Boynton Beach/Co-op may request quantities/orders for the unaccounted sod items during the course of the contract.

GENERAL BID SPECIFICATIONS - ALL TYPES OF SOD:

The sod shall be a uniform thickness of 1 ½” with a maximum of ½” thatch allowable. Sod shall be in either slabs or rolled strips of uniform length and width measurement no less than 12” x 24”. The Co-Op agencies have the option to order either slabs or rolled strips of sod.

All sods shall be well matted with a dense root system and of firm, tough texture having a compact top growth and heavy root development; shall be free of objectionable grassy and broad-leaf weeds. Sod shall not be accepted if it contains Bermuda grass. (Note: this sentence does not apply to Bermuda items). Sod sections shall be strong enough to support their own height and retain their size and shape when suspended vertically from a firm grasp on the upper ten percent (10%) of the section. Sod shall not be harvested or transplanted when moisture content (excessively dry or wet) may adversely affect its survival. Sod shall be relatively uncompressed. The solid embedded in the sod shall be clean earth, free of stones and debris.

The sod shall have been mowed at least three (3) times with a lawn mower, with final mowing not more than seven (7) days prior to the sod being cut for placement. The sod shall be provided in commercial pad sized measuring not less than twelve inches (12”) by twenty-four inches (24”) and shall be live, fresh, and uninjured at the time of placement. It shall be machine cut at a uniform sort of thickness of 5/8”, plus or minus ¼” at time of cutting. Measurement for thickness shall exclude top growth and thatch. The sod shall be live, fresh, and uninjured at the time of planting. It shall be shaded and kept moist from the time it is cut until it is planted.

This section specifies the furnishing and/or installing of sod. The following contains a specific description of the sods being requested and sod installation specifications:

1. **ST. AUGUSTINE “FLORATAM”** Commercial quality grade as specified by the Southern Seed Certification Association, Inc. St Augustine Floratam is a very hardy coarsely textured grass that can grow in many different types of soil including sandy soil. It is also tolerant of high or low pH levels. It's a tough grass that can handle heavy foot traffic, making it a good choice for high-traffic areas.
 - Sod shall be well matted with strong developed roots and be not less than two (2) years old, free of weeds and undesirable native grasses. Sod containing Bermuda grass will not be accepted.
 - Machine cut pad size: 12” x 24” x ¾” (+ ¼”) excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a grasp on upper 10% of pad.
 - Sod must be viable (not dormant) and capable of vigorous growth when planted.

2. **ST. AUGUSTINE “CITRABLUE™”** Commercial quality grade as specified by the Southern Seed Certification Association, Inc. CitraBlue™ is a blue-colored, improved variety that likes to be walked on. It needs little water except in hot weather. CitraBlue™ can be used on

sports fields, parks, and commercial landscapes with moderate shade. Due to the nature of natural products, physical properties will vary (size, color, etc).

- Sod shall be well matted with strong developed roots and be not less than two (2) years old, free of weeds and undesirable native grasses. Sod containing Bermuda grass will not be accepted.
 - Machine cut pad size: 12" x 24" x ¾" (+ ¼") excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a grasp on upper 10% of pad.
 - Sod must be viable (not dormant) and capable of vigorous growth when planted.
3. **ST. AUGUSTINE "PALMETTO"** Commercial quality grade as specified by the Southern Seed Certification Association, Inc. Palmetto offers a more vibrant lush, emerald green color and a finer texture than St. Augustine grass alone. This type of sod is a popular choice in coastal and subtropical regions
- Sod shall be well matted with strong developed roots and be not less than two (2) years old, free of weeds and undesirable native grasses. Sod containing Bermuda grass will not be accepted.
 - Machine cut pad size: 12" x 24" x ¾" (+ ¼") excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a grasp on upper 10% of pad.
 - Sod must be viable (not dormant) and capable of vigorous growth when planted.
4. **BAHIA "ARGENTINE"** Commercial quality grade as specified by the Southern Seed Certification Association, Inc. Argentine is a relatively dense sod and has a dark green color, making it acceptable for lawn use in many situations. It has wider leaf blades than 'Pensacola' Bahia grass. It has good insect and disease resistance and tolerates cold temperatures well.
- Sod shall be well matted with strong developed roots and be not less than two (2) years old, free of weeds and undesirable native grasses. Sod containing Bermuda grass will not be accepted.
 - Machine cut pad size: 12" x 24" x ¾" (+ ¼") excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a grasp on upper 10% of pad.
 - Sod must be viable (not dormant) and capable of vigorous growth when planted.
5. **BAHIA "PENSACOLA"** Commercial quality grade as specified by the Southern Seed Certification Association, Inc. Pensacola has long, slim (narrow) leaves with a root system that grows to depths of 7-10 feet, which imparts excellent drought tolerance. It also tolerates either hot or cold temperatures as well. It produces an abundance of seed heads, which reduces its desirability for use as a lawn grass but makes it suitable for roadside plantings.
- Sod shall be well matted with strong developed roots and be not less than two (2) years old, free of weeds and undesirable native grasses. Sod containing Bermuda grass will not be accepted.
 - Machine cut pad size: 12" x 24" x ¾" (+ ¼") excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a grasp on upper 10% of pad. Sod must be viable (not dormant) and capable of vigorous growth when planted.
6. **BERMUDA "TIFWAY 419 – CERTIFIED"** Commercial quality grade as specified by the Southern Seed Certification Association, Inc. TifWay 419 Bermuda is deep green in color and medium to fine in texture. 419 Bermuda has excellent weed and disease resistance and is a superior turf for fairways, tees, athletic fields and home lawns. Its toughness, beauty and even growth has made it a popular sports turf for decades.

An official labeling certificate is to accompany each shipment of sod.

- Bermuda sod shall be of premium grade and sand grown. No broadleaf weeds and no more than two percent (2%) of any other grass or weeds. Sod shall possess

- characteristics upper surface pubescence. Sod shall be well matted with strong developed roots and be not less than two (2) years old.
- Machine cut pad size: 12" x 24" (except for "Big Roll Bermuda sod" which shall be delivered as harvested 42" wide x 100' long rolls) x ¾" (+ ¼") excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
- Sod must be viable (not dormant) and capable of vigorous growth when planted.

7. **BERMUDA "TIFWAY 419 – UNCERTIFIED"** Commercial quality grade as specified by the Southern Seed Certification Association, Inc. TifWay 419 Bermuda is deep green in color and medium to fine in texture. 419 Bermuda has excellent weed and disease resistance and is a superior turf for fairways, tees, athletic fields and home lawns. Its toughness, beauty and even growth has made it a popular sports turf for decades.

An official labeling certificate is to accompany each shipment of sod.

- Bermuda sod shall be of premium grade and sand grown. No broadleaf weeds and no more than two percent (2%) of any other grass or weeds. Sod shall possess characteristics upper surface pubescence. Sod shall be well matted with strong developed roots and be not less than two (2) years old.
- Machine cut pad size: 12" x 24" (except for "Big Roll Bermuda sod" which shall be delivered as harvested 42" wide x 100' long rolls) x ¾" (+ ¼") excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
- Sod must be viable (not dormant) and capable of vigorous growth when planted.

8. **BERMUDA "TIFEAGLE – CERTIFIED"** Commercial quality grade as specified by the Southern Seed Certification Association, Inc. TifEagle is a very fine-textured dwarf bermudagrass, tolerant of 3mm mowing height and uniquely adapted to intensively managed golf greens in the Southern Hemisphere.

An official labeling certificate is to accompany each shipment of sod.

- Bermuda sod shall be of premium grade and sand grown. No broadleaf weeds and no more than two percent (2%) of any other grass or weeds. Sod shall possess characteristics upper surface pubescence. Sod shall be well matted with strong developed roots and be not less than two (2) years old.
- Machine cut pad size: 12" x 24" (except for "Big Roll Bermuda sod" which shall be delivered as harvested 42" wide x 100' long rolls) x ¾" (+ ¼") excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
- Sod must be viable (not dormant) and capable of vigorous growth when planted.

9. **BERMUDA "TIFGREEN 328 – CERTIFIED"** Commercial quality grade as specified by the Southern Seed Certification Association, Inc. Tifgreen 328 is a water saving hybrid bermuda grass with low, dense growth habit & beautiful green color. Bermuda grasses thrive in Southern California.

An official labeling certificate is to accompany each shipment of sod.

- Bermuda sod shall be of premium grade and sand grown. No broadleaf weeds and no more than two percent (2%) of any other grass or weeds. Sod shall possess characteristics upper surface pubescence. Sod shall be well matted with strong developed roots and be not less than two (2) years old.
- Machine cut pad size: 12" x 24" (except for "Big Roll Bermuda sod" which shall be delivered as harvested 42" wide x 100' long rolls) x ¾" (+ ¼") excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
- Sod must be viable (not dormant) and capable of vigorous growth when planted.

10. **BERMUDA “CELEBRATION™”** Commercial quality grade as specified by the Southern Seed Certification Association, Inc. Celebration™ Bermuda grass is highly drought tolerant and quite visually appealing with its dark, blue-green color. With its low growing patterns and tough runners, Celebration™ requires less mowing than many other Bermuda grasses.
- Bermuda sod shall be of premium grade and sand grown. No broadleaf weeds and no more than two percent (2%) of any other grass or weeds. Sod shall possess characteristics upper surface pubescence. Sod shall be well matted with strong developed roots and be not less than two (2) years old.
 - Machine cut pad size: 12” x 24” (except for “Big Roll Bermuda sod” which shall be delivered as harvested 42” wide x 100’ long rolls) x ¾” (+ ¼”) excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
 - Sod must be viable (not dormant) and capable of vigorous growth when planted.
11. **BERMUDA “TIFTUT”** Commercial quality grade as specified by the Southern Seed Certification Association, Inc. TifTuf maintains turf quality under drought stress; it does not go drought-dormant like other warm season lawns. Rather, it holds acceptable green color, even during the tough droughts we endure here in the Deep South.
- Bermuda sod shall be of premium grade and sand grown. No broadleaf weeds and no more than two percent (2%) of any other grass or weeds. Sod shall possess characteristics upper surface pubescence. Sod shall be well matted with strong developed roots and be not less than two (2) years old.
 - Machine cut pad size: 12” x 24” (except for “Big Roll Bermuda sod” which shall be delivered as harvested 42” wide x 100’ long rolls) x ¾” (+ ¼”) excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
 - Sod must be viable (not dormant) and capable of vigorous growth when planted.
12. **BERMUDA “LATITUDE 36™”** Commercial quality grade as specified by the Southern Seed Certification Association, Inc. Latitude 36 demonstrates resistance to spring dead spotting and is one of the most cold-hardy bermudagrasses. It also offers high traffic tolerance and an exceptional visual appeal.
- Bermuda sod shall be of premium grade and sand grown. No broadleaf weeds and no more than two percent (2%) of any other grass or weeds. Sod shall possess characteristics upper surface pubescence. Sod shall be well matted with strong developed roots and be not less than two (2) years old.
 - Machine cut pad size: 12” x 24” (except for “Big Roll Bermuda sod” which shall be delivered as harvested 42” wide x 100’ long rolls) x ¾” (+ ¼”) excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
 - Sod must be viable (not dormant) and capable of vigorous growth when planted.
13. **BERMUDA “TIFDWAFT”** Commercial quality grade as specified by the Southern Seed Certification Association, Inc. Tifdwarf has wide adaptation throughout the warm-humid and warm semi-arid climate of the southern United States. Fine texture and relatively high shoot density. Good low temperature hardiness. Minimal seed head formation.
- Bermuda sod shall be of premium grade and sand grown. No broadleaf weeds and no more than two percent (2%) of any other grass or weeds. Sod shall possess characteristics upper surface pubescence. Sod shall be well matted with strong developed roots and be not less than two (2) years old.
 - Machine cut pad size: 12” x 24” (except for “Big Roll Bermuda sod” which shall be delivered as harvested 42” wide x 100’ long rolls) x ¾” (+ ¼”) excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
 - Sod must be viable (not dormant) and capable of vigorous growth when planted.
14. **PASPALUM “SEADWARF™”** Commercial quality grade as specified by the Southern Seed Certification Association, Inc. SeaDwarf is a medium- to fine-textured seashore

- paspalum that was selected on the basis of its dwarf growth habit, tolerance of low cutting height, turf density, fine-textured growth, and apparent salt tolerance under field conditions.
- Sod shall be well matted with strong developed roots and be not less than two (2) years old, free of weeds and undesirable native grasses.
 - Machine cut pad size: 12" x 24" x ¾" (+ ¼") excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
 - Sod must be viable (not dormant) and capable of vigorous growth when planted.
15. **PASPALUM "SEASLE SUPREME"** Commercial quality grade as specified by the Southern Seed Certification Association, Inc. Seaisle Supreme has a very fine leaf blade with excellent green color that can be closely mowed to heights of 1/8 inch to 3 inches. The grass is a very aggressive grower and can be grown in and playable two to three weeks faster than other Paspalums.
- Sod shall be well matted with strong developed roots and be not less than two (2) years old, free of weeds and undesirable native grasses.
 - Machine cut pad size: 12" x 24" x ¾" (+ ¼") excluding top growth and thatch. Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
 - Sod must be viable (not dormant) and capable of vigorous growth when planted.
16. **ZOYSIA "ULTIMATE FLORA®"** Ultimate Flora® Zoysia, a variety of Zoysia japonica, was developed in Florida by researchers at the University of Florida. This grass is a patented product of the University of Florida Turf Program. It was selected and bred for darker leaf color, fewer seed heads, a more refined leaf structure and, depending on location, faster growth rate than the long-standing Meyer zoysia grass. Ultimate Flora® Zoysia is well suited for use in parks and common areas in warm-season climates. Growers of Ultimate Flora® Zoysia shall be licensed by Environmental Turf, Inc.
- Sod pieces shall be 16" x 24" x ½" excluding top growth and thatch. Must be free of weeds or other grasses. Sod shall be well matted with strong developed roots and be not less than six (6) months old.
 - Each pallet shall contain a minimum of 400 square feet and be cut within twenty-four (24) hours prior to delivery.
 - Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
 - Sod must be viable (not dormant) and capable of vigorous growth when planted.
 - Sod containing Bermuda grass will not be accepted
17. **CENTPEDE "HAMMOCK®"** Hammock® Centipede is a patented product of the University of Florida Turf Program. It is more heat tolerant than other Centipede cultivars. It was bred in South Florida and developed for use as a lawn that can stand up to the summer heat. Low-maintenance features make it highly attractive. Once established, it will need to be mowed less than six (6) times per year. It is suitable for roadways, medians and public common area lawns. Probably not suitable for high-traffic areas. Finer texture than St. Augustine grasses. Darker green color than many existing varieties of Centipede. Growers of Hammock Centipede shall be licensed by Environmental Turf, Inc.
- Sod pieces shall be 16" x 24" x ¼" excluding top growth and thatch. Must be free of weeds and other grasses. Sod shall be well matted with strong developed roots and be not less than six (6) months old.
 - Each pallet shall contain a minimum of 400 square feet and be cut within twenty-four (24) hours prior to delivery.
 - Must be mowed two (2) days prior to cut and able to remain intact when suspended vertically with a firm grasp on upper 10% of pad.
 - Sod must be viable (not dormant) and capable of vigorous growth when planted.
 - Sod containing Bermuda grass will not be accepted.
18. **WILDFLOWER SOD** Wildflower sod is a lush mat of wildflower plants with these flowers in sod form. The sod is easily laid in place and is a popular alternative to a manicured

garden, as they are low maintenance requiring little water and reduce mowing frequency once established. Unlike popular belief, wildflowers are difficult to germinate from seed (most have a germination rate of 50% to 70%). Wildflower sod is the perfect answer because over ¾ of the seeds are already germinated and grown approximately 3-6 inches.

- Wildflower sod shall be furnished in using the same machine cut pad size: 12" x 24" x ¾" (+ ¼").
- The sod pads shall be composed of densely packed, at least 75mm tall – approx. 3 inches – perennial wildflower plants with well-developed root systems.
- Plants shall be mature enough to bloom within six (6) to eight (8) weeks after planting.
- The Wildflower sod shall contain a minimum of 4-5 varieties of hardy, native, perennial plants, and all must contain plants compatible with both Zone 10 and Zone 11.
- Sod shall contain a mix of native wildflowers within a sod form to include but not limited to:
 - Coreopsis Verticillata
 - Coreopsis Grandiflora
 - Coreopsis Tinctoria
 - Gaillardia Pulchella
 - Dune Sunflower
 - Coneflower

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SOD AND SOD INSTALLATION SERVICES

BID No.: CW22-027

ESTIMATED ANNUAL QUANTITIES
BY ZONE

NOTE: The prices stated shall include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges and expenses, labor for handling material, together with any and all other costs and expenses for performing and completing work, to include all pallet costs and/or deposits. Quantities below are represented as square footage. **Map of Pricing Zone is attached herein as Exhibit "A".**

1. **North Broward/Palm Beach County:** From Commercial Boulevard.....North including Palm Beach County and all areas east and west within both county lines.

Estimated quantities represent anticipated yearly requirements for Cities of Boynton Beach, Greenacres, Parkland, Margate, Coral Springs.

GROUP	DESCRIPTION	NORTH
Group 1	St. Augustine "Floratom"	82,125
Group 2	St. Augustine "Citrablue"	-
Group 3	St. Augustine "Palmetto"	49,000
Group 4	Bahia "Argentine"	-
Group 5	Bahia "Pensacola"	15,000
Group 6	Bermuda "TifWay 419 - Certified"	94,560
Group 7	Bermuda "TifWay 419 - Uncertified"	475,060
Group 8	Bermuda "TifEagle - Certified"	2,000
Group 9	Bermuda "TifGreen 328 - Certified"	-
Group 10	Bermuda "Celebration"	227,700
Group 11	Bermuda "TifTut"	-
Group 12	Bermuda "Laditude 36"	-
Group 13	Bermuda "TifDwarf"	-
Group 14	Paspalum "SeaDwarf"	-
Group 15	Paspalum "SeaAisle"	-
Group 16	Zoysia "Ultimate Flora"	-
Group 18	Centipede "Hammock"	-
Group 19	Wildflower sod	-

2. Central Broward: Between Commercial Boulevard ←and→ Griffin Road, including all areas east and west within Broward County line.

Estimates represent anticipated yearly requirements for Town of Davie, Cities of Sunrise and Wilton Manors.

GROUP	DESCRIPTION	CENTRAL
Group 1	St. Augustine "Floratam"	187,000
Group 2	St. Augustine "Citrablue"	-
Group 3	St. Augustine "Palmetto"	-
Group 4	Bahia "Argentine"	185,000
Group 5	Bahia "Pensacola"	2,000
Group 6	Bermuda "TifWay 419 - Certified"	-
Group 7	Bermuda "TifWay 419 - Uncertified"	-
Group 8	Bermuda "TifEagle - Certified"	-
Group 9	Bermuda "TifGreen 328 - Certified"	-
Group 10	Bermuda "Celebration"	111,000
Group 11	Bermuda "TifTut"	-
Group 12	Bermuda "Laditude 36"	-
Group 13	Bermuda "TifDwarf"	-
Group 14	Paspalum "SeaDwarf"	-
Group 15	Paspalum "SeaAisle"	-
Group 16	Zoysia "Ultimate Flora"	2,000
Group 18	Centipede "Hammock"	-
Group 19	Wildflower sod	-





3. South Broward/Miami-Dade: From Griffin Road.....South, including Miami-Dade County and all areas east and west within both county lines.

Estimated quantities represent anticipated yearly requirements for Cities of Coral Gables, Hallandale Beach, Miami Beach, North Miami Beach, and Pembroke Pines

GROUP	DESCRIPTION	SOUTH
Group 1	St. Augustine "Floratam"	116,000
Group 2	St. Augustine "Citrablue"	10,000
Group 3	St. Augustine "Palmetto"	148,000
Group 4	Bahia "Argentine"	80,750
Group 5	Bahia "Pensacola"	75,000
Group 6	Bermuda "TifWay 419 - Certified"	150,000
Group 7	Bermuda "TifWay 419 - Uncertified"	-
Group 8	Bermuda "TifEagle - Certified"	-
Group 9	Bermuda "TifGreen 328 - Certified"	-
Group 10	Bermuda "Celebration"	35,000
Group 11	Bermuda "TifTut"	2,000
Group 12	Bermuda "Laditude 36"	2,000
Group 13	Bermuda "TifDwarf"	-
Group 14	Paspalum "SeaDwarf"	-
Group 15	Paspalum "SeaAisle"	-
Group 16	Zoysia "Ultimate Flora"	-
Group 18	Centipede "Hammock"	-
Group 19	Wildflower sod	-





SOD AND SOD INSTALLATION SERVICES

BID No.: CW22-027

BIDDERS SUBMISSION REQUIREMENTS

Submittal of General Information and Procurement Forms and Documents

Procurement forms must be completed, signed, notarized, uploaded, and or acknowledged when required and submitted. In addition, all other requests and supporting documentation should be included.

a) Online Acknowledgement

- Bidder Acknowledgement
- Addenda Acknowledgement
- Palm Beach Inspector General
- Confirmation of Drug Free Workplace

b) Online Forms

- Confirmation of Minority Owned Business
- Letter of Interest
- References
- Schedule of Sub-Contractors

c) Upload Online

- Bid Form
- Bidder's Qualification Statement
- Anti-Kickback Affidavit
- Non-Collusion Affidavit of Proposer
- Certification Pursuant to Florida Statute § 287.135
- E-Verify Form Pursuant to Florida Statute § 448.095
- Submit current Florida Professional License, including evidence of possession of required licenses or business permits / W-9
- Submit any Supplemental information relative to this BID

**APPENDIX
“A”**

THE DOCUMENTS

BEHIND THIS PAGE

MUST ACCOMPANY PROPOSAL

**COMPLETED AND
UPLOADED ONLINE**





BID FORM

SOD AND SOD INSTALLATION SERVICES

BID No.: CW22-027

TO BE COMPLETED AND UPLOADED ONLINE

The City of Boynton Beach is seeking qualified Contractors for sod and sod installation services at various locations within Palm Beach, Broward and Miami Dade Counties.

Submitted By: _____ Date: _____
(BIDDER)

To furnish and deliver all materials and to do and perform all WORK in accordance with the Bid Documents, as follows:

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into a contract with the CITY to perform and furnish all WORK as specified herein for the Contract Price and within the Contract Period indicated in this Bid.
2. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. BIDDER will sign and submit the necessary documents required by the CITY within ten (10) days after the date of CITY's Award Letter.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Contract, that
 - a. BIDDER has examined the Bid Documents, including all addenda.

Receipt of all of which is hereby acknowledged;
 - b. BIDDER has familiarized itself with the nature and extent of the Bid Documents, locality, and all local conditions and laws and regulations that in any manner may affect the cost, progress, performance, or furnishing of the WORK.
 - c. BIDDER has given the CITY written notice of all conflicts, errors, or discrepancies that it has discovered in the Bid Documents and the written resolution thereof by the CITY is acceptable to BIDDER.
4. BIDDER proposes to furnish the WORK in conformity with the specifications listed. The Bid Prices quoted have been checked and certified to be correct. Such Bid Prices are fixed and firm and shall be paid to BIDDER for the successful completion of its obligation as specified in the Bid Documents.

5. Communications concerning this Bid shall be as follows:

Contact Person _____

Business Address _____

City, State, Zip Code _____

Business Phone Number _____

Email Address _____

Cell Phone Number _____

6. Other pertinent information is as follows:

License Number
(Please Attach Copy) _____

Federal Tax ID# _____

Federal Employment ID # _____

Submitted on this ____ day of _____, 20__.

a. (If an individual, partnership, or non-incorporated organization)

Signature of
BIDDER _____

By _____

b. (If a corporation)
(Affix Seal)

Signature of BIDDER _____

By _____

Attested by
Secretary _____

Incorporated under the laws of the State of _____.



BIDDER'S QUALIFICATION STATEMENT
SOD AND SOD INSTALLATION SERVICES
BID No.: CW22-027

TO BE COMPLETED AND UPLOADED ONLINE

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

Submitted By: _____
Name: _____
Address: _____
City, State, Zip: _____
Telephone No.: _____
Email Address.: _____

<u>Check One</u>	
Corporation	<input type="checkbox"/>
Partnership	<input type="checkbox"/>
Individual	<input type="checkbox"/>
Other	<input type="checkbox"/>

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is:

The address of the principal place of business is:

2. If Proposer is a corporation, answer the following:

- a. Date of Incorporation: _____
- b. State of Incorporation: _____
- c. President's name: _____
- d. Vice President's name: _____
- e. Secretary's name: _____
- f. Treasurer's name: _____
- g. Name and address of Resident Agent: _____

3. If Proposer is an individual or a partnership, answer the following:

a. Date of organization: _____

b. Name, address and ownership units of all partners:

c. State whether general or limited partnership: _____

4. What is the last project of this nature that you have completed?

5. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

6. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

7. How many years has your organization been in business under its present business name?

Under what other former names has your organization operated?

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

9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

10. Indicate registration, License Numbers, or Certificate Numbers for the business or professions, which are the subject of this Bid. Attach Certificate of Competency and or State Registration.

11. Will you sublet any part of this WORK? If so, give details.

12. State the name and address of the Attorney, if any, for the business.

13. State the names and addresses of all businesses and/or individuals who own more than five percent (5%) of the Bidder's business and indicate the percentage owned of each such business and/or individual:

14. State the names, addresses, and the type of business of all firms that are partially or wholly owned by the bidder:

15. Has the Bidder or any principals of the Firm failed to qualify as a responsible Bidder, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? If yes, please explain below:

16. What will be your turnaround time for written responses to the City's inquires?

17. Is the financial statement submitted with your bid (if applicable) for the identical organization name for Question #1?

YES NO

18. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

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

20. List all claims, arbitrations, administrative hearings, and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project in which the dispute arose, and a description of the subject matter of the dispute.

21. Is the Bidder currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify in detail the circumstances and prospects for resolution.

22. Bank References (include name, job title, address, and telephone number of contact person) – Minimum 1

23. Annual Average Services Revenue of the Proposer for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	

b.	Non-Governmental Related Work	
	Total Work (a +b):	

Services Revenue Index Number

1.	Less than \$100,000
2.	\$100,000 to less than \$250,000
3.	\$250,000 to less than \$500,000
4.	\$500,000 to less than \$1 million
5.	\$1 million to less than \$2 million
6.	\$2 million to less than \$5 million
7.	\$5 million to less than \$10 million
8.	\$10 million to less than \$25 million
9.	\$25 million to less than \$50 million
10.	\$50 million or greater

24. Provide description of policies and methods for project monitoring and budgeting control as well as adherence to project schedule.

25. Provide a description of quality assurance/quality control management methods.

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

The BIDDER also acknowledges that all information listed above may be checked by the CITY and authorizes all entities or persons listed above to answer any and all questions. BIDDER hereby indemnifies the CITY and persons or entities listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information requested above.

(Signed) _____

(Title) _____

Subscribed and sworn to before me

This _____ day of _____, 2022

Notary Public (Signature)

My Commission Expires: _____



NON-COLLUSION AFFIDAVIT OF PROPOSER

SOD AND SOD INSTALLATION SERVICES

BID No.: CW22-027

TO BE COMPLETED AND UPLOADED ONLINE

State of _____)

County of _____)

_____, being first duly sworn, deposes and says that:

- 1) He is _____ of _____, the proposer that
(Title) (Name of Corporation or Integrator)
has submitted the attached BID:
- 2) He is fully informed respecting the preparation and contents of the attached submittal and of all pertinent circumstances respecting such submittal;
- 3) Said BID is genuine and is not a collusive or sham BID;
- 4) Further, the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, integrator or person to submit a collusive or sham BID in connection with the Contract for which the attached BID has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other bidder, integrator or person to fix the price or prices in the attached BID or of any other bidder, or to fix any overhead, profit or cost element of the BID price or the BID price of other proposer or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Boynton Beach or any person interested in the proposed Contract; and
- 5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title) _____

Subscribed and sworn to before me

This _____ day of _____, 20 _____

Notary Public (Signature)

My Commission Expires: _____



**CERTIFICATION PURSUANT TO FLORIDA
STATUTE § 287.135**

SOD AND SOD INSTALLATION SERVICES

BID No.: CW22-027

TO BE COMPLETED AND UPLOADED ONLINE

I, _____, on behalf of _____ certify
Print Name and Title Company Name

that _____ does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Consultant of the City's determination concerning the false certification. The Consultant shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Consultant does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from:

- 1) Contracting with companies for goods or services if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and
- 2) Contracting with companies, for goods or services that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Consultant, I hereby certify that the company identified above in the section entitled "Consultant Name" does not participate in any boycott of Israel, is not listed

on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

COMPANY NAME

SIGNATURE

PRINT NAME

TITLE

DATE



CITY OF BOYNTON BEACH
E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES
TO BE COMPLETED AND UPLOADED ONLINE

Project Name: **SOD AND SOD INSTALLATION SERVICES**

Solicitation No.: **CW22-027**

1. Definitions:

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

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

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

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

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the City of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and
- c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

- a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
- b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
- e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:
Authorized Signature:
Print Name:
Title
Date:
Phone:

STATE OF _____)
 COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, _____, by _____ on behalf of _____ . He/she is personally known to me or has produced _____ as identification.

 NOTARY PUBLIC

 (Name of Notary Typed, Printed or Stamped)

 Title or Rank

 Serial number, if any



SOD AND SOD INSTALLATION SERVICES

BID No.: CW22-027

BID PROPOSAL TO THE CITY OF BOYNTON BEACH, FLORIDA

TO BE ENTERED INTO BIDDING SITE ONLINE

The undersigned declares that he/she has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type, and grade of requested product and services required.

The undersigned proposes to deliver the service in accordance with the specifications for **“Sod and Sod Installation Services for an initial two (2) year period for the prices outline below.**

Group 1	ST. AUGUSTINE “FLORATAM”	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	\$ -	\$ -	\$ -
	Under 2,000 sf, delivered & unloaded	\$ -	\$ -	\$ -
	2,000 sf or more, but less than a truckload, delivered & unloaded	\$ -	\$ -	\$ -
	Sod Installation – at time of delivery	\$ -	\$ -	\$ -
	Sod Installation – for sod provided by others	\$ -	\$ -	\$ -
	Site preparation – per hour	\$ -	\$ -	\$ -
	TOTAL	\$ -	\$ -	\$ -
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	\$ -	\$ -	\$ -
	Truckload price (TL)	\$ -	\$ -	\$ -
	Number of pallets per truckload			
	Number of square feet per pallet			

Group 2	ST. AUGUSTINE "CITRABLUE"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	\$ -	\$ -	\$ -
	Under 2,000 sf, delivered & unloaded	\$ -	\$ -	\$ -
	2,000 sf or more, but less than a truckload, delivered & unloaded	\$ -	\$ -	\$ -
	Sod Installation – at time of delivery	\$ -	\$ -	\$ -
	Sod Installation – for sod provided by others	\$ -	\$ -	\$ -
	Site preparation – per hour	\$ -	\$ -	\$ -
	TOTAL	\$ -	\$ -	\$ -
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	\$ -	\$ -	\$ -
	Truckload price (TL)	\$ -	\$ -	\$ -
	Number of pallets per truckload			
	Number of square feet per pallet			

Group 3	ST. AUGUSTINE "PALMETTO"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	\$ -	\$ -	\$ -
	Under 2,000 sf, delivered & unloaded	\$ -	\$ -	\$ -
	2,000 sf or more, but less than a truckload, delivered & unloaded	\$ -	\$ -	\$ -
	Sod Installation – at time of delivery	\$ -	\$ -	\$ -
	Sod Installation – for sod provided by others	\$ -	\$ -	\$ -
	Site preparation – per hour	\$ -	\$ -	\$ -
	TOTAL	\$ -	\$ -	\$ -
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	\$ -	\$ -	\$ -
	Truckload price (TL)	\$ -	\$ -	\$ -
	Number of pallets per truckload			
	Number of square feet per pallet			

Group 4	BAHIA "ARGENTINE"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	\$ -	\$ -	\$ -
	Under 2,000 sf, delivered & unloaded	\$ -	\$ -	\$ -
	2,000 sf or more, but less than a truckload, delivered & unloaded	\$ -	\$ -	\$ -
	Sod Installation – at time of delivery	\$ -	\$ -	\$ -
	Sod Installation – for sod provided by others	\$ -	\$ -	\$ -
	Site preparation – per hour	\$ -	\$ -	\$ -
	TOTAL	\$ -	\$ -	\$ -
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	\$ -	\$ -	\$ -
	Truckload price (TL)	\$ -	\$ -	\$ -
	Number of pallets per truckload			
	Number of square feet per pallet			

Group 5	BAHIA "PENSACOLA"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	\$ -	\$ -	\$ -
	Under 2,000 sf, delivered & unloaded	\$ -	\$ -	\$ -
	2,000 sf or more, but less than a truckload, delivered & unloaded	\$ -	\$ -	\$ -
	Sod Installation – at time of delivery	\$ -	\$ -	\$ -
	Sod Installation – for sod provided by others	\$ -	\$ -	\$ -
	Site preparation – per hour	\$ -	\$ -	\$ -
	TOTAL	\$ -	\$ -	\$ -
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	\$ -	\$ -	\$ -
	Truckload price (TL)	\$ -	\$ -	\$ -
	Number of pallets per truckload			
	Number of square feet per pallet			

Group 6	BERMUDA "TifWay 419 – CERTIFIED"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	\$ -	\$ -	\$ -
	Under 2,000 sf, delivered & unloaded	\$ -	\$ -	\$ -
	2,000 sf or more, but less than a truckload, delivered & unloaded	\$ -	\$ -	\$ -
	Sod Installation – at time of delivery	\$ -	\$ -	\$ -
	Sod Installation – for sod provided by others	\$ -	\$ -	\$ -
	Site preparation – per hour	\$ -	\$ -	\$ -
	TOTAL	\$ -	\$ -	\$ -
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	\$ -	\$ -	\$ -
	Truckload price (TL)	\$ -	\$ -	\$ -
	Number of pallets per truckload			
	Number of square feet per pallet			

Group 7	BERMUDA "TifWay 419 – UNCERTIFIED"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	\$ -	\$ -	\$ -
	Under 2,000 sf, delivered & unloaded	\$ -	\$ -	\$ -
	2,000 sf or more, but less than a truckload, delivered & unloaded	\$ -	\$ -	\$ -
	Sod Installation – at time of delivery	\$ -	\$ -	\$ -
	Sod Installation – for sod provided by others	\$ -	\$ -	\$ -
	Site preparation – per hour	\$ -	\$ -	\$ -
	TOTAL	\$ -	\$ -	\$ -
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	\$ -	\$ -	\$ -
	Truckload price (TL)	\$ -	\$ -	\$ -
	Number of pallets per truckload			
	Number of square feet per pallet			

Group 8	BERMUDA "TifEagle – CERTIFIED"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	\$ -	\$ -	\$ -
	Under 2,000 sf, delivered & unloaded	\$ -	\$ -	\$ -
	2,000 sf or more, but less than a truckload, delivered & unloaded	\$ -	\$ -	\$ -
	Sod Installation – at time of delivery	\$ -	\$ -	\$ -
	Sod Installation – for sod provided by others	\$ -	\$ -	\$ -
	Site preparation – per hour	\$ -	\$ -	\$ -
	TOTAL	\$ -	\$ -	\$ -
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	\$ -	\$ -	\$ -
	Truckload price (TL)	\$ -	\$ -	\$ -
	Number of pallets per truckload			
	Number of square feet per pallet			

Group 9	BERMUDA "TifGreen 328 – CERTIFIED"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	\$ -	\$ -	\$ -
	Under 2,000 sf, delivered & unloaded	\$ -	\$ -	\$ -
	2,000 sf or more, but less than a truckload, delivered & unloaded	\$ -	\$ -	\$ -
	Sod Installation – at time of delivery	\$ -	\$ -	\$ -
	Sod Installation – for sod provided by others	\$ -	\$ -	\$ -
	Site preparation – per hour	\$ -	\$ -	\$ -
	TOTAL	\$ -	\$ -	\$ -
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	\$ -	\$ -	\$ -
	Truckload price (TL)	\$ -	\$ -	\$ -
	Number of pallets per truckload			
	Number of square feet per pallet			

Group 10	BERMUDA "CELEBRATION"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	\$ -	\$ -	\$ -
	Under 2,000 sf, delivered & unloaded	\$ -	\$ -	\$ -
	Rolls under 2,000 sf, picked up by agency	\$ -	\$ -	\$ -
	Rolls under 2,000 sf, delivered & unloaded	\$ -	\$ -	\$ -
	2,000 sf or more, but less than a truckload, delivered & unloaded	\$ -	\$ -	\$ -
	Rolls over 2,000 sf or more – but less than a truckload, delivered & unloaded	\$ -	\$ -	\$ -
	Sod Installation – at time of delivery	\$ -	\$ -	\$ -
	Sod Installation – for sod provided by others	\$ -	\$ -	\$ -
	Site preparation – per hour	\$ -	\$ -	\$ -
	TOTAL	\$ -	\$ -	\$ -
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	\$ -	\$ -	\$ -
	Truckload price (TL)	\$ -	\$ -	\$ -
	Number of pallets per truckload			
	Number of square feet per pallet			

Group 11	BERMUDA "TifTut"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	\$ -	\$ -	\$ -
	Under 2,000 sf, delivered & unloaded	\$ -	\$ -	\$ -
	2,000 sf or more, but less than a truckload, delivered & unloaded	\$ -	\$ -	\$ -
	Sod Installation – at time of delivery	\$ -	\$ -	\$ -
	Sod Installation – for sod provided by others	\$ -	\$ -	\$ -
	Site preparation – per hour	\$ -	\$ -	\$ -
	TOTAL	\$ -	\$ -	\$ -
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	\$ -	\$ -	\$ -
	Truckload price (TL)	\$ -	\$ -	\$ -
	Number of pallets per truckload			
	Number of square feet per pallet			

Group 12	BERMUDA "LATITUDE 36"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	\$ -	\$ -	\$ -
	Under 2,000 sf, delivered & unloaded	\$ -	\$ -	\$ -
	2,000 sf or more, but less than a truckload, delivered & unloaded	\$ -	\$ -	\$ -
	Sod Installation – at time of delivery	\$ -	\$ -	\$ -
	Sod Installation – for sod provided by others	\$ -	\$ -	\$ -
	Site preparation – per hour	\$ -	\$ -	\$ -
	TOTAL	\$ -	\$ -	\$ -
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	\$ -	\$ -	\$ -
	Truckload price (TL)	\$ -	\$ -	\$ -
	Number of pallets per truckload			
	Number of square feet per pallet			

Group 13	BERMUDA "TifDwarf"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	\$ -	\$ -	\$ -
	Under 2,000 sf, delivered & unloaded	\$ -	\$ -	\$ -
	2,000 sf or more, but less than a truckload, delivered & unloaded	\$ -	\$ -	\$ -
	Sod Installation – at time of delivery	\$ -	\$ -	\$ -
	Sod Installation – for sod provided by others	\$ -	\$ -	\$ -
	Site preparation – per hour	\$ -	\$ -	\$ -
	TOTAL	\$ -	\$ -	\$ -
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	\$ -	\$ -	\$ -
	Truckload price (TL)	\$ -	\$ -	\$ -
	Number of pallets per truckload			
	Number of square feet per pallet			

Group 14	PASPALUM "SeaDwarf"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	\$ -	\$ -	\$ -
	Under 2,000 sf, delivered & unloaded	\$ -	\$ -	\$ -
	2,000 sf or more, but less than a truckload, delivered & unloaded	\$ -	\$ -	\$ -
	Sod Installation – at time of delivery	\$ -	\$ -	\$ -
	Sod Installation – for sod provided by others	\$ -	\$ -	\$ -
	Site preparation – per hour	\$ -	\$ -	\$ -
	TOTAL	\$ -	\$ -	\$ -
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	\$ -	\$ -	\$ -
	Truckload price (TL)	\$ -	\$ -	\$ -
	Number of pallets per truckload			
	Number of square feet per pallet			

Group 15	PASPALUM "Sealsie Supreme"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	\$ -	\$ -	\$ -
	Under 2,000 sf, delivered & unloaded	\$ -	\$ -	\$ -
	2,000 sf or more, but less than a truckload, delivered & unloaded	\$ -	\$ -	\$ -
	Sod Installation – at time of delivery	\$ -	\$ -	\$ -
	Sod Installation – for sod provided by others	\$ -	\$ -	\$ -
	Site preparation – per hour	\$ -	\$ -	\$ -
	TOTAL	\$ -	\$ -	\$ -
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	\$ -	\$ -	\$ -
	Truckload price (TL)	\$ -	\$ -	\$ -
	Number of pallets per truckload			
	Number of square feet per pallet			

Group 16	ZOYSIA "ULTIMATE FLORA"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	\$ -	\$ -	\$ -
	Under 2,000 sf, delivered & unloaded	\$ -	\$ -	\$ -
	2,000 sf or more, but less than a truckload, delivered & unloaded	\$ -	\$ -	\$ -
	Sod Installation – at time of delivery	\$ -	\$ -	\$ -
	Sod Installation – for sod provided by others	\$ -	\$ -	\$ -
	Site preparation – per hour	\$ -	\$ -	\$ -
	TOTAL	\$ -	\$ -	\$ -
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	\$ -	\$ -	\$ -
	Truckload price (TL)	\$ -	\$ -	\$ -
	Number of pallets per truckload			
	Number of square feet per pallet			

Group 17	CENTIPEDE "HAMMOCK"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	\$ -	\$ -	\$ -
	Under 2,000 sf, delivered & unloaded	\$ -	\$ -	\$ -
	2,000 sf or more, but less than a truckload, delivered & unloaded	\$ -	\$ -	\$ -
	Sod Installation – at time of delivery	\$ -	\$ -	\$ -
	Sod Installation – for sod provided by others	\$ -	\$ -	\$ -
	Site preparation – per hour	\$ -	\$ -	\$ -
	TOTAL	\$ -	\$ -	\$ -
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	\$ -	\$ -	\$ -
	Truckload price (TL)	\$ -	\$ -	\$ -
	Number of pallets per truckload			
	Number of square feet per pallet			

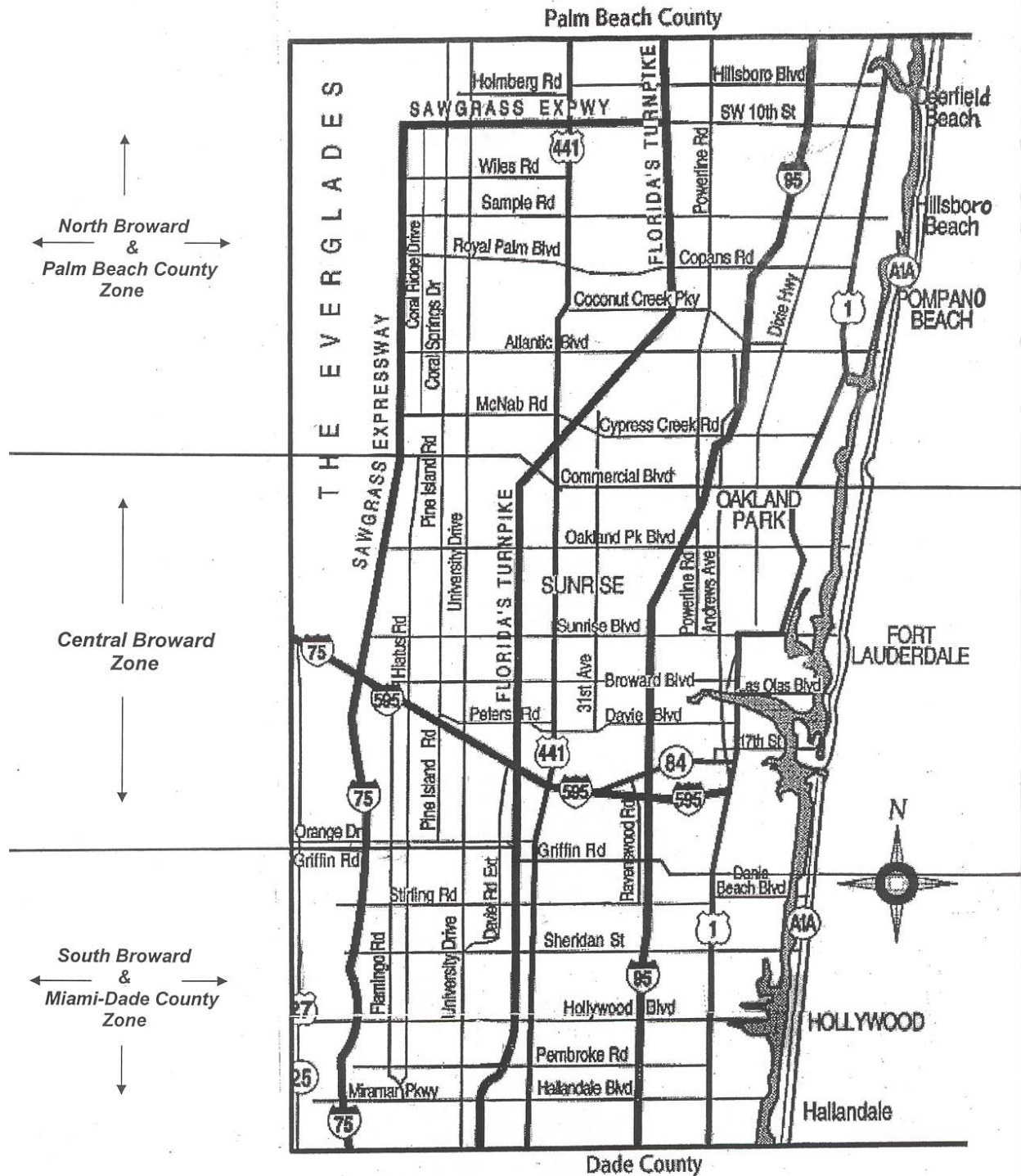
Group 18	WILDFLOWER SOD	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	\$ -	\$ -	\$ -
	Under 2,000 sf, delivered & unloaded	\$ -	\$ -	\$ -
	2,000 sf or more, but less than a truckload, delivered & unloaded	\$ -	\$ -	\$ -
	Sod Installation – at time of delivery	\$ -	\$ -	\$ -
	Sod Installation – for sod provided by others	\$ -	\$ -	\$ -
	Site preparation – per hour	\$ -	\$ -	\$ -
	TOTAL	\$ -	\$ -	\$ -
	TRUCKLOAD PRICING			
	Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	\$ -	\$ -	\$ -
	Truckload price (TL)	\$ -	\$ -	\$ -
	Number of pallets per truckload			
	Number of square feet per pallet			

City of Boynton Beach
Risk Management Department
INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. (NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.) The following is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: (NOTE: **This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.**)

<u>TYPE</u> (Occurrence Based Only)	<u>MINIMUM LIMITS REQUIRED</u>	
General Liability	General Aggregate	\$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	\$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	\$ 1,000,000.00
Asbestos Abatement	Each Occurrence	\$ 1,000,000.00
Lead Abatement	Fire Damage (any one fire)	\$ 50,000.00
Broad Form Vendors	Med. Expense (any one person)	\$ 5,000.00
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Contractors		
Fire Legal Liability		
Professional Liability	Aggregate - \$1,000,000.00	
Automobile Liability	Combined Single Limit	\$ 1,000,000.00
Any Auto		
All Owned Autos		
Hired Autos		
Non-Owned Autos		
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation Statutory Limits		
Employer's Liability	Each Accident	\$ 1,000,000.00
	Disease, Policy Limit	\$ 1,000,000.00
	Disease Each Employee	\$ 1,000,000.00
Property:		
Homeowners Revocable Permit		\$ 300,000.00
Builder's Risk		Limits based on Project Cost
Installation Floater		Limits based on Project Cost
Other - As Risk Identified	to be determined	
INSURANCEADVISORYFORM	Revised 04/2021	

EXHIBIT A



The City of Boynton Beach



Finance/Procurement Services

100 E. Ocean Avenue

Boynton Beach, FL 33435

P.O. Box 310

Boynton Beach, Florida 33425-0310

Telephone: (561) 742-6310

ADDENDUM No. 1

Thursday, July 21, 2022 11:29 AM

CW22-0027 - Sod and Sod Installation Services - Cooperative

Closing Date: Wednesday, August 17, 2022 2:30 PM

This addendum to the drawings, specifications, and/or contract documents is issued to provide additional information and clarification to the original Bid specifications and proposal form and is hereby declared a part of the original drawings, specifications and/or contract documents. In case of a conflict, this Addendum shall govern. Words in strike through type are deletions from existing text. Words in bold, underlined and/or red type are additions to existing text.

Question 1:

Is there an estimated value or budget?

Answer 1:

Vendors to provide to participating governmental entities of the Cooperative Group within Miami-Dade, Broward, and Palm Beach sod and sod installation services on an "as needed" basis.

Question 2:

Have start dates and end dates for the work been established yet?

Answer 2:

The current sod and sod installation services contract expires on September 30, 2022. The new contract would begin on October 1, 2022.

If you have any further questions or require additional clarification, please submit to the Purchasing representative through the Bidding System only by clicking on the "Submit a Question" button for this specific Solicitation.

Sincerely,

City of Boynton Beach
Financial Services

The City of Boynton Beach



Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310

ADDENDUM No. 2

Friday, July 29, 2022 1:40 PM

CW22-0027 - Sod and Sod Installation Services - Cooperative

Closing Date: Wednesday, August 17, 2022 2:30 PM

This addendum to the drawings, specifications, and/or contract documents is issued to provide additional information and clarification to the original Bid specifications and proposal form and is hereby declared a part of the original drawings, specifications and/or contract documents. In case of a conflict, this Addendum shall govern. Words in strike through type are deletions from existing text. Words in bold, underlined and/or red type are additions to existing text.

Question 1:

RE: Group 10 Bermuda 'Celebration' page 52;

This section has for pricing for rolls in line 1 to 3 and pallets in line 14, Can there be a correction to specify for rolls or pallets for each line item.

Answer 1:

Group 10 - Bermuda "Celebration" for North, Central, and South was updated to reflect pallets or rolls.

Question 2:

Zoysia species "Ultimateflora" is no longer available.

The equivalent of certified and reliable Zoysia species are Zoysia "Empire" and Zoysia "Icon".

My question is to REPLACE zoysia "ultimateflora" with both or one of the zoysia species that are established, reliable, and available of zoysia "empire" and zoysia "icon" on contract/bid line ?

Answer 2:

The price proposal page for Zoysia "Ultimateflora" is corrected to reflect Zoysia "Empire" and, a column has been labeled for the pricing for Zoysia "Icon".

If you have any further questions or require additional clarification, please submit to the Purchasing representative through the Bidding System only by clicking on the "Submit a Question" button for this specific Solicitation.

Sincerely,

City of Boynton Beach
Financial Services

CW22-0027 - Sod and Sod Installation Services SOUTH PRICES

	PRIMARY	SECONDARY
Group 1: St. Augustine "Floritam" - South	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc
Under 2000 sf picked up by agency	\$0.42	\$0.35
Under 2000 sf delivered & unloaded	\$0.70	\$0.50
2000 sf or more but less than a truckload delivered & unloaded	\$0.69	\$0.50
Sod Installation - at time of delivery	\$0.30	\$0.20
Sod Installation - for sod provided by others	\$0.01	\$0.01
Site preparation	\$0.01	\$143.50
Subtotal:	\$2.13	\$145.06

	PRIMARY	SECONDARY
Group 1: St. Augustine "Floritam" - South (Truck Load)	Odums Sod, Inc.	Mullings Engineering Services, Landscaping Division, Inc
Truck Load Rate per Square Ft	\$0.55	\$0.59
Truck Load Price (TL)	\$4,950.00	\$5,310.00
Subtotal:	\$4,950.55	\$5,310.59

	PRIMARY	SECONDARY
Group 2: St. Augustine "CitraBlue" - South	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc
Under 2000 sf picked up by agency	\$0.45	\$0.35
Under 2000 sf delivered & unloaded	\$0.75	\$0.50
2000 sf or more but less than a truckload delivered & unloaded	\$0.75	\$0.50
Sod Installation - at time of delivery	\$0.30	\$0.20
Sod Installation - for sod provided by others	\$0.01	\$0.01
Site preparation	\$0.01	\$143.50
Subtotal:	\$2.27	\$145.06

	PRIMARY	PRIMARY	SECONDARY
Group 2: St. Augustine "CitraBlue" - South (Truck Load)	Odums Sod, Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.
Truck Load Rate per Square Ft	\$0.60	\$0.60	\$0.75
Truck Load Price (TL)	\$5,400.00	\$5,400.00	\$7,500.00
Subtotal:	\$5,400.60	\$5,400.60	\$7,500.75

	PRIMARY	SECONDARY
Group 3: St. Augustine "Palmetto" - South	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc
Under 2000 sf picked up by agency	\$0.42	\$0.35
Under 2000 sf delivered & unloaded	\$0.70	\$0.50
2000 sf or more but less than a truckload delivered & unloaded	\$0.69	\$0.50
Sod Installation - at time of delivery	\$0.30	\$0.20
Sod Installation - for sod provided by others	\$0.01	\$0.01
Site preparation	\$0.01	\$143.50
Subtotal:	\$2.13	\$145.06

	PRIMARY	PRIMARY	SECONDARY
Group 3: St. Augustine "Palmetto" - South (Truck Load)	Odums Sod, Inc.	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.
Truck Load Rate per Square Ft	\$0.60	\$0.60	\$0.74
Truck Load Price (TL)	\$5,400.00	\$5,400.00	\$7,400.00
Subtotal:	\$5,400.60	\$5,400.60	\$7,400.74

	PRIMARY	SECONDARY
Group 4: Bahia "Argentine" - South	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc
Under 2000 sf picked up by agency	\$0.27	\$0.21
Under 2000 sf delivered & unloaded	\$0.48	\$0.25
2000 sf or more but less than a truckload delivered & unloaded	\$0.45	\$0.25
Sod Installation - at time of delivery	\$0.30	\$0.20
Sod Installation - for sod provided by others	\$0.01	\$0.01
Site preparation	\$0.01	\$143.50
Subtotal:	\$1.52	\$144.42

	PRIMARY	SECONDARY
Group 4: Bahia "Argentine" - South (Truck Load)	Mullings Engineering Services, Landscaping Division, Inc	Odums Sod, Inc.
Truck Load Rate per Square Ft	\$0.30	\$0.49
Truck Load Price (TL)	\$2,160.00	\$3,528.00
Subtotal:	\$2,160.30	\$3,528.49

	PRIMARY	SECONDARY
Group 5: Bahia "Pensacola" - South	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc
Under 2000 sf picked up by agency	\$0.27	\$0.22
Under 2000 sf delivered & unloaded	\$0.48	\$0.26
2000 sf or more but less than a truckload delivered & unloaded	\$0.45	\$0.26
Sod Installation - at time of delivery	\$0.30	\$0.20
Sod Installation - for sod provided by others	\$0.01	\$0.01
Site preparation	\$0.01	\$143.50
Subtotal:	\$1.52	\$144.45

	PRIMARY	SECONDARY
Group 5: Bahia "Pensacola" - South (Truck Load)	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.
Truck Load Rate per Square Ft	\$0.31	\$0.64
Truck Load Price (TL)	\$2,232.00	\$4,608.00
Subtotal:	\$2,232.31	\$4,608.64

	PRIMARY	SECONDARY
Group 6: Bermuda "TifWay 419 - Certified" - South	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc
Under 2000 sf picked up by agency	\$0.60	\$0.50
Under 2000 sf delivered & unloaded	\$0.74	\$0.60
2000 sf or more but less than a truckload delivered & unloaded	\$0.72	\$0.60
Sod Installation - at time of delivery	\$0.31	\$0.20
Sod Installation - for sod provided by others	\$0.01	\$0.01
Site preparation	\$0.01	\$143.50
Subtotal:	\$2.39	\$145.41

	PRIMARY	SECONDARY
Group 6: Bermuda "TifWay 419 - Certified" - South (Truck Load)	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.
Truck Load Rate per Square Ft	\$0.60	\$0.80
Truck Load Price (TL)	\$4,860.00	\$5,760.00
Subtotal:	\$4,860.60	\$5,760.80

	PRIMARY	SECONDARY
Group 7: Bermuda "TifWay 419 - Uncertified" - South	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc
Under 2000 sf picked up by agency	\$0.60	\$0.50
Under 2000 sf delivered & unloaded	\$0.74	\$0.60
2000 sf or more but less than a truckload delivered & unloaded	\$0.72	\$0.60
Sod Installation - at time of delivery	\$0.31	\$0.20
Sod Installation - for sod provided by others	\$0.01	\$0.01
Site preparation	\$0.01	\$143.50
Subtotal:	\$2.39	\$145.41

	PRIMARY	SECONDARY
Group 7: Bermuda "TifWay 419 - Uncertified" - South (Truck Load)	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.
Truck Load Rate per Square Ft	\$0.60	\$0.80
Truck Load Price (TL)	\$4,860.00	\$5,760.00
Subtotal:	\$4,860.60	\$5,760.80

	PRIMARY	SECONDARY
Group 8: Bermuda "TifEagle - Certified" - South	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc
Under 2000 sf picked up by agency	\$3.75	\$4.50
Under 2000 sf delivered & unloaded	\$4.00	\$5.00
2000 sf or more but less than a truckload delivered & unloaded	\$3.90	\$5.00
Sod Installation - at time of delivery	\$1.00	\$0.20
Sod Installation - for sod provided by others	\$0.01	\$0.01
Site preparation	\$0.01	\$143.50
Subtotal:	\$12.67	\$158.21

	PRIMARY	SECONDARY
Group 8: Bermuda "TifEagle - Certified" - South (Truck Load)	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.
Truck Load Rate per Square Ft	\$5.00	\$5.50
Truck Load Price (TL)	\$36,000.00	\$44,550.00
Subtotal:	\$36,005.00	\$44,555.50

	PRIMARY	SECONDARY
Group 9: Bermuda "TifGreen 328 - Certified" - South	Sunset Sod Inc.	
Under 2000 sf picked up by agency	\$4.00	
Under 2000 sf delivered & unloaded	\$4.25	
2000 sf or more but less than a truckload delivered & unloaded	\$4.20	
Sod Installation - at time of delivery	\$1.00	
Sod Installation - for sod provided by others	\$0.01	
Site preparation	\$0.01	
Subtotal:	\$13.47	

	PRIMARY	SECONDARY
Group 9: Bermuda "TifGreen 328 - Certified" - South (Truck Load)	Sunset Sod Inc.	
Truck Load Rate per Square Ft	\$4.50	
Truck Load Price (TL)	\$36,450.00	
Subtotal:	\$36,454.50	

	PRIMARY	SECONDARY
Group 10: Bermuda "Celebration" - South	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc
Pallets under 2000 sf picked up by agency	\$0.59	\$0.54
Pallets under 2000 sf delivered & unloaded	\$0.70	\$0.60
Rolls under 2000 sf picked up by agency	\$0.67	\$0.54
Rolls under 2000 sf delivered and unloaded	\$0.85	\$0.60
Pallets 2000 sf or more but less than a truckload delivered & unloaded	\$0.69	\$0.60
Rolls 2000 sf or more - but less than a truckload delivered & unloaded	\$0.83	\$0.60
Sod Installation - at time of delivery	\$0.31	\$0.20
Sod Installation - for sod provided by others	\$0.01	\$0.01
Site preparation	\$0.01	\$143.50
Subtotal:	\$4.66	\$147.19

	PRIMARY	SECONDARY
Group 10: Bermuda "Celebration" - South (Truck Load)	Mullings Engineering Services, Landscaping Division, Inc	Odums Sod, Inc.
Truck Load Rate per Square Ft	\$0.55	\$0.62
Truck Load Price (TL)	\$4,455.00	\$5,580.00
Subtotal:	\$4,455.55	\$5,580.62

	PRIMARY	SECONDARY
Group 11: Bermuda "TifTut" - South	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc
Under 2000 sf picked up by agency	\$0.64	\$0.54
Under 2000 sf delivered & unloaded	\$0.79	\$0.60
2000 sf or more but less than a truckload delivered & unloaded	\$0.74	\$0.60
Sod Installation - at time of delivery	\$0.31	\$0.20
Sod Installation - for sod provided by others	\$0.01	\$0.01
Site preparation	\$0.01	\$143.50
Subtotal:	\$2.50	\$145.45

	PRIMARY	SECONDARY
Group 11: Bermuda "TifTut" - South (Truck Load)	Mullings Engineering Services, Landscaping Division, Inc	Odums Sod, Inc.
Truck Load Rate per Square Ft	\$0.60	\$0.61
Truck Load Price (TL)	\$4,860.00	\$5,490.00
Subtotal:	\$4,860.60	\$5,490.61

	PRIMARY	SECONDARY
Group 12: Bermuda "Latitude 36" - South	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc
Under 2000 sf picked up by agency	\$0.60	\$1.00
Under 2000 sf delivered & unloaded	\$0.75	\$1.20
2000 sf or more but less than a truckload delivered & unloaded	\$0.74	\$1.20
Sod Installation - at time of delivery	\$0.31	\$0.40
Sod Installation - for sod provided by others	\$0.01	\$0.40
Site preparation	\$0.01	\$143.50
Subtotal:	\$2.42	\$147.70

	PRIMARY	SECONDARY
Group 12: Bermuda "Latitude 36" - South (Truck Load)	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc
Truck Load Rate per Square Ft	\$0.87	\$1.20
Truck Load Price (TL)	\$6,264.00	\$9,720.00
Subtotal:	\$6,264.87	\$9,721.20

	PRIMARY	SECONDARY
Group 13: Bermuda "TifDwarf" - South	Sunset Sod Inc.	
Under 2000 sf picked up by agency	\$4.00	
Under 2000 sf delivered & unloaded	\$4.25	
2000 sf or more but less than a truckload delivered & unloaded	\$4.10	
Sod Installation - at time of delivery	\$1.00	
Sod Installation - for sod provided by others	\$0.01	
Site preparation	\$0.01	
Subtotal:	\$13.37	

	PRIMARY	SECONDARY
Group 13: Bermuda "TifDwarf" - South (Truck Load)	Sunset Sod Inc.	
Truck Load Rate per Square Ft	\$5.50	
Truck Load Price (TL)	\$44,550.00	
Subtotal:	\$44,555.50	

	PRIMARY	SECONDARY
Group 14: Paspalum "SeaDwarf" - South	Sunset Sod Inc.	
Under 2000 sf picked up by agency	\$2.60	
Under 2000 sf delivered & unloaded	\$2.78	
2000 sf or more but less than a truckload delivered & unloaded	\$2.74	
Sod Installation - at time of delivery	\$1.00	
Sod Installation - for sod provided by others	\$0.01	
Site preparation	\$0.01	
Subtotal:	\$9.14	

	PRIMARY	SECONDARY
Group 14: Paspalum "SeaDwarf" - South (Truck Load)	Sunset Sod Inc.	
Truck Load Rate per Square Ft	\$3.50	
Truck Load Price (TL)	\$28,350.00	
Subtotal:	\$28,353.50	

	PRIMARY	SECONDARY
Group 15: Paspalum "Sealsle Supreme" - South	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc
Under 2000 sf picked up by agency	\$2.60	\$1.75
Under 2000 sf delivered & unloaded	\$2.78	\$1.75
2000 sf or more but less than a truckload delivered & unloaded	\$2.74	\$1.75
Sod Installation - at time of delivery	\$1.00	\$0.20
Sod Installation - for sod provided by others	\$0.01	\$0.01
Site preparation	\$0.01	\$143.50
Subtotal:	\$9.14	\$148.96

	PRIMARY	SECONDARY
Group 15: Paspalum "Sealsie Supreme" - South (Truck Load)	Mullings Engineering Services, Landscaping Division, Inc	Sunset Sod Inc.
Truck Load Rate per Square Ft	\$1.75	\$3.50
Truck Load Price (TL)	\$14,175.00	\$28,350.00
Subtotal:	\$14,176.75	\$28,353.50

	PRIMARY	SECONDARY
Group 16: Zoysia "Empire" - South	Sunset Sod Inc.	Mullings Engineering Services, Landscaping Division, Inc
Under 2000 sf picked up by agency	\$0.74	\$0.54
Under 2000 sf delivered & unloaded	\$0.93	\$0.60
2000 sf or more but less than a truckload delivered & unloaded	\$0.92	\$0.60
Sod Installation - at time of delivery	\$0.31	\$0.20
Sod Installation - for sod provided by others	\$0.01	\$0.01
Site preparation	\$0.01	\$143.50
Subtotal:	\$2.92	\$145.45

	PRIMARY	SECONDARY
Group 16: Zoysia "Empire" - South (Truck Load)	Mullings Engineering Services, Landscaping Division, Inc	Odums Sod, Inc.
Truck Load Rate per Square Ft	\$0.60	\$0.73
Truck Load Price (TL)	\$4,860.00	\$6,570.00
Subtotal:	\$4,860.60	\$6,570.73

	PRIMARY	SECONDARY
Group 17: Centipede "Hammock" - South	Sunset Sod Inc.	
Under 2000 sf picked up by agency	\$2.75	
Under 2000 sf delivered & unloaded	\$2.99	
2000 sf or more but less than a truckload delivered & unloaded	\$2.81	
Sod Installation - at time of delivery	\$0.35	
Sod Installation - for sod provided by others	\$0.01	
Site preparation	\$0.01	
Subtotal:	\$8.92	

	PRIMARY	SECONDARY
Group 17: Centipede "Hammock" - South (Truck Load)	Sunset Sod Inc.	
Truck Load Rate per Square Ft	\$3.00	
Truck Load Price (TL)	\$21,600.00	
Subtotal:	\$21,603.00	

	PRIMARY	SECONDARY
Group 18: Wildflower Sod - South		
Under 2000 sf picked up by agency		
Under 2000 sf delivered & unloaded		
2000 sf or more but less than a truckload delivered & unloaded		
Sod Installation - at time of delivery		
Sod Installation - for sod provided by others		
Site preparation		
Subtotal:		

	PRIMARY	SECONDARY
Group 18: Wildflower Sod - South (Truck Load)		
Truck Load Rate per Square Ft		
Truck Load Price (TL)		
Subtotal:		



**CITY COMMISSION
STAFF REPORT**

DEPARTMENT: Finance

DATE: May 14, 2024

SUBJECT: Motion to Approve a Third Amendment to the Agreement with Kirk Buffington for Professional Procurement Services - **Finance**

CITY MANAGER RECOMMENDATION:

The City Manager recommends approval of this agreement to authorize the 3rd Amendment to the existing Professional Procurement Services Agreement, which seeks to incorporate supplementary services on an as-needed basis, enhancing the flexibility and scope of the existing agreement.

BACKGROUND OF ITEM:

The Professional Procurement Services Agreement was initially established to facilitate procurement processes within our organization. Since its inception, the agreement has been pivotal in streamlining procurement activities, ensuring efficiency, and maintaining compliance with regulatory standards.

ANALYSIS:

Approval of this Third Amendment is essential for enhanced flexibility; allowing for supplementary services on an as-needed basis gives our organization the flexibility to adapt to evolving procurement needs and challenges. Additionally, it allows expert access. The amendment enables us to tap into the expertise and resources of the consultant, ensuring that we have access to specialized support when required.

STRATEGIC PLAN:

This amendment directly aligns with the city's strategic plan by enhancing the services provided by Finance/Purchasing, specifically supporting strategic plan priority #1 of financially sustaining the city. Improving the procurement process ensures cost-effectiveness and fiscal responsibility, contributing to the city's long-term financial sustainability and stability vision.

PROCUREMENT:

Sec. 2-258(g) Professional Services - Contracts for the service of professionals, including but not limited to the practice of law, management consulting, medicine, real estate appraisal, or other areas of expertise as determined by the City Manager or designee to be in the best interest of the City, and not otherwise subject to the requirements of F.S. § 287.055, as amended, may be

entered into without competitive bidding; however, qualifications, work history and other relevant data shall be reviewed before entering into such contracts. Professional services contracts that exceed the threshold established in subsection 2-256(a) of this Code ("Methods of Source Selection") will require approval by the City Commission.

FISCAL IMPACT:

<u>General Ledger Acct. Number</u>	<u>Budgeted Amount</u>	<u>Requested Amount</u>	<u>Remaining Amount</u>
110-160-531100-519 (Professional Services – ARPA)	\$175,000	\$15,000	\$8,675

ATTACHMENTS:

- 1. Original Agreement
- 2. 1st Amendment
- 3. 2nd Amendment
- 4. 3rd Amendment

PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT, dated the 28 day of Sept, 2022, by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida with a business address of **9090 S.W. 50th Place, Cooper City, Florida 33328** (hereinafter referred to as the "CITY")

and

KIRK W. BUFFINGTON, an **INDIVIDUAL** authorized to do business in the State of Florida, with a business address of **3831 NE 23 Avenue, Lighthouse Point FL, 33064** (hereinafter referred to as the "CONSULTANT"). CITY and CONSULTANT may hereinafter be referred to collectively as the "Parties."

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONSULTANT agree as follows:

ARTICLE 1
PREAMBLE

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

Section 2-258(g) of the City's Code of Ordinances provides an exception to the City's competitive solicitation requirements for "professional services," which are defined as "contracts for the service of professionals, including but not limited to the practice of law, management consulting, medicine, real estate appraisal, or other area of expertise as determined by the city manager or designee to be in the best interest of the city." In accordance with this provision, the CITY has reviewed the qualifications, work history, and other relevant data provided by the CONSULTANT and determined that the CONSULTANT is being engaged to provide a professional service.

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

ARTICLE 2

SERVICES AND RESPONSIBILITIES

2.1 CONSULTANT hereby agrees to perform program management consulting services, as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

2.2 Unless otherwise provided for herein, CONSULTANT shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner. CITY shall provide CONSULTANT with a laptop and IT support necessary to ensure that CONSULTANT has access to the information needed to perform the duties and responsibilities set forth herein.

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

2.4 CONSULTANT assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONSULTANT thereof in writing, CONSULTANT agrees to re-perform such deficient services without charge to the CITY.

2.5 CONSULTANT shall not utilize the services of any sub-consultant without the prior written approval of CITY.

ARTICLE 3
TERM AND TERMINATION

3.1 The term of this Agreement shall commence upon execution by both Parties and shall termination upon completion of the scope of work set forth in Exhibit "A." The Parties anticipate that it shall take the CONSULTANT twenty-five (25) hours to complete the scope of work.

3.2 This Agreement may be terminated by either party for cause, or by the CITY for convenience, upon seven (7) days written notice by the CITY to CONSULTANT in which event the CONSULTANT shall be paid its compensation for services performed to termination date. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated, CONSULTANT shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered by CONSULTANT to CITY immediately.

3.4 SCRUTINIZED COMPANIES. CONSULTANT certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONSULTANT agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONSULTANT, its affiliates, or its subConsultants are found to have submitted a false certification; or if the CONSULTANT,

its affiliates, or its subconsultants are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

4.1 CONSULTANT shall be compensated a lump sum of \$2,200.00 for the Scope of Work set forth in Exhibit "A." CONSULTANT shall be compensated at the hourly rate of \$75.00 for additional procurement-related services that may be requested by the City from time to time. The total compensation for this Agreement shall not exceed \$19,500. CONSULTANT shall submit invoices to the CITY on a bi-weekly basis for services performed. The invoices shall include, but not be limited to, date of service, the amount of time spent, a description of the service and whether the service was within the Scope of Work or an additional service, and any other information reasonably required by CITY.

4.2 CITY will make its best efforts to pay CONSULTANT within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice.

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

4.4 Payment will be made to CONSULTANT at:

Kirk W. Buffington
3831 NE 23 Avenue,
Lighthouse Point FL, 33064

ARTICLE 5
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

5.1 CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in Exhibit "A," to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

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

ARTICLE 6
INDEMNIFICATION

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

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

6.3 CONSULTANT'S aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by CONSULTANT or extend to any claims brought subsequent to the expiration of warranty period outlined above. The CITY's rights and remedies and CONSULTANT's liabilities as set forth in this Agreement, are exclusive, and the CITY hereby releases CONSULTANT from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.

6.4 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONSULTANT and that Florida Statutes §725.06 requires a specific consideration be given therefor. The parties therefore agree that the sum of **Ten Dollars and 00/100 (\$10.00)**, receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONSULTANT. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

ARTICLE 7 – NOT USED
INSURANCE

ARTICLE 8
INDEPENDENT CONSULTANT

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONSULTANT is an independent Consultant under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act,

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

ARTICLE 9
VENUE

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

ARTICLE 10
PUBLIC RECORDS

10.1 The City of Cooper City is public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the CONSULTANT shall:

10.1.1 Keep and maintain public records required by the CITY to perform the service;

10.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

10.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONSULTANT shall destroy all copies of such confidential and exempt records remaining in its possession after the CONSULTANT transfers the records in its possession to the CITY; and

10.1.4 Upon completion of the contract, CONSULTANT shall transfer to the CITY, at no cost to the CITY, all public records in CONSULTANT's possession. All records stored electronically by the CONSULTANT must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

10.2 The failure of CONSULTANT to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

**CITY CLERK
9090 S.W. 50th PLACE
COOPER CITY, FL 33328
(954) 434-4300
PRR@CooperCityFL.org**

**ARTICLE 11
E-VERIFY**

CONSULTANT certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

11.1 Definitions for this Section:

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

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

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

11.2 Registration Requirement; Termination:

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

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

11.2.2 All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City.

The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

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

ARTICLE 12
MISCELLANEOUS

12.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. City hereby agrees to use CONSULTANT's work product for its intended purposes.

12.2 **Records.** CONSULTANT shall keep such records and accounts and require any and all subConsultants to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONSULTANT expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, F.S.

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

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

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

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

CITY City Manager
 City of Cooper City
 9090 S.W. 50th Place
 Cooper City, Florida 33328
 Telephone No. (954) 434-4300

Copy To: Jacob G. Horowitz, City Attorney
 Goren, Cherof, Doody & Fzrol, P.A.
 3099 East Commercial Boulevard, Suite 200
 Fort Lauderdale, Florida 33308
 Telephone No. (954) 771-4500
 Facsimile No. (954) 771-4923

Consultant Kirk W. Buffington
 3831 NE 23 Avenue,
 Lighthouse Point FL, 33064
 E-mail: Kirk.Buffington@AITT.Net
 Phone: 945-608-7455

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

12.7 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

12.8 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and

are incorporated herein by reference.

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

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

12.11 **Legal Representation.** It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

12.12 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

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

CITY:

CITY OF COOPER CITY, FLORIDA

ATTEST:

Tedra Allen
TEDRA ALLEN, CITY CLERK

By: Joseph Napoli
JOSEPH NAPOLI, CITY MANAGER

APPROVED AS TO FORM.

[Signature]
OFFICE OF THE CITY ATTORNEY

CONSULTANT:

Kirk W. Buffington

By: [Signature]
Name: Kirk W. Buffington
Title: CONSULTANT

STATE OF FL
COUNTY OF Broward

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

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 28 day of September, 2022.

[Signature]
NOTARY PUBLIC
Anthony Mojica
Comm: HH216615
Expires: Jan 18, 2026
(Name of Notary, Type, Printed or Stamped)
Notary Public - State of Florida

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT ("Agreement"), dated this 10th day of July 2023, by and between:

CITY OF COOPER CITY, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 9090 SW 50th Place, Cooper City, Florida 33328 ("City"),

and

KIRK W. BUFFINGTON, an INDIVIDUAL authorized to do business in the State of Florida, located at 3831 NE 23 Avenue, Lighthouse Point, FL 33064, hereinafter "CONSULTANT."

City and CONSULTANT may each be referred to herein as "party" or collectively as "parties".

WHEREAS, on September 28, 2022, the City and CONSULTANT entered into an agreement for program management consulting services (hereinafter referred to as the "Original Agreement"); and

WHEREAS, the initial term of the Original Agreement for work set forth in Exhibit "A" expires on an anticipated twenty-five (25) hour of completed work; and

WHEREAS, the Original Agreement provides for an option to expand the Statement of Work (SOW) terms, subject to the mutual written consent of the Parties; and

WHEREAS, the City is satisfied with the CONSULTANT's performance pursuant to the Original Agreement, and the Parties seek to expand the Statement of Work (SOW) set forth in Exhibit B to the Original Agreement; and

WHEREAS, the Parties seek to further amend the Original Agreement to ensure compliance with recent amendments to Florida law; and

WHEREAS, the Parties agree that all remaining provisions of the Original Agreement shall remain in full force of effect.

WHEREAS, the Parties agree that all original terms & conditions remains the same as in the Original Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 2. The Original Agreement is hereby expanded to incorporate the Statement of Work (SOW) – Exhibit B, attached hereto and incorporated by reference. The SOW – Exhibit B shall commence on May 1, 2023 and expire upon the anticipated completion of the project schedule outlined in the SOW – Exhibit B.

2.1 The Parties acknowledge that the SOW – Exhibit B sets forth the specific scope of work, deliverables, timeline, and any other relevant details for the program management consulting services. The terms and conditions of the Original Agreement, as amended by this Amendment, shall apply to the SOW - Exhibit B.

2.2 In accordance with the Original Agreement, the Parties, upon mutual written consent, shall have the option to further expand the Statement of Work (SOW) if deemed necessary to achieve the objectives of the program management consulting services. Any expansion of the SOW shall be documented in writing and duly executed by both Parties.

Section 3. Scrutinized Companies. CONSULTANT, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

3.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

3.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

3.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

3.2.2 Is engaged in business operations in Syria.

Section 4. E-Verify. CONSULTANT certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

4.1 Definitions for this Section:

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

4.1.2 "SubCONSULTANT" means a person or entity that provides labor, supplies, or services to or for a CONSULTANT or another subCONSULTANT in exchange for salary, wages, or other remuneration.

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

4.2 Registration Requirement; Termination:

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

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

4.2.2 All persons (including subconsultants/subCONSULTANTs) assigned by CONSULTANT to perform work pursuant to the contract with the City of Cooper City. The CONSULTANT acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

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

Section 5. That the Original Agreement, as amended and executed by the parties, shall remain in full force and effect except as specifically amended herein.

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

CITY OF COOPER CITY, a Florida municipal corporation

BY: [Signature]
CITY MANAGER

ATTEST:
BY: [Signature]
CITY CLERK

APPROVED AS TO LEGAL FORM:
BY: [Signature]
CITY ATTORNEY

WITNESSED BY:
[Signature]
Nolan DiMattina
Print name

[Signature]
Rodney Beharry
Print name

KIRK W. BUFFINGTON
BY: [Signature]
Name: KIRK BUFFINGTON
Title: _____

STATE OF FLORIDA
COUNTY OF BROWARD

SWORN TO (or affirmed) and subscribed before me by means of physical presence or

online notarization, this 22 day of June 2023, by _____, in their capacity as _____, of Kirk W. Buffington.

[Signature]
NOTARY PUBLIC

____ Personally Known OR

Produced Identification
FL Driver License



Derrick R. Lasseter
Comm.: HH 275219
Expires: Oct. 1, 2026
Notary Public - State of Florida

**STATEMENT OF
WORK
Kirk W Buffington,
CONSULTANT**



1. Name and Location of Client:

Cooper City
9090 SW 50th Place
Cooper City, FL 33328

1. Description of Services: Procurement Procedures Manual

CONSULTANT shall develop a procurement procedure manual. The goal of the procedure manual is to provide day-to-day guidance on established processes associated with any procurement activity. The procedure manual shall provide sufficient guidance to lead a procurement professional to produce a compliant solicitation.

The manual shall be consistent with applicable laws and policies. The manual shall reflect procurement best practices. The manual shall include process maps, guides, step-by-step processes, and requirements. The level of detail shall be sufficient to clearly understand the steps in the process, the party responsible for specific steps, and the rationale for a course of action, when appropriate. The rationale may include statutory requirements, CITY policy, procurement best practice, and any other as appropriate. CONSULTANT shall perform the tasks listed below.

Deliverables

Prior to the CONSULTANT's commencement of the work, the CITY Project Manager and designated staff shall meet with the CONSULTANT to ensure an understanding of the Scope of Work and the Deliverables specified in the Contract. CONSULTANT shall conduct virtual Staff Interviews with various members of staff to be agreed upon between CITY and CONSULTANT.

Prior to the CONSULTANT's commencement of the defined project work, CITY's Project Manager, and any designated CITY staff shall meet virtually to ensure a common understanding of the Statement of Work and the resulting Deliverable(s).

Deliverables

The Procurement Procedures Manual will be provided in Word and pdf format. Any required formatting of the deliverable relative to the structure, images, title, numbering, references, and any other style-specific requirements of CITY shall be identified during the initial meeting with the team.

RECEIVED
MAY 27 2024
City of Goodyear
Utilities Customer Svc

2. Schedule and Payment Schedule – Purchasing Manual

- Discovery/Document Collection Phase – 1 week
- Interviews/Mapping Sessions – 3 weeks
 - 30% upon completion of Interviews and mapping sessions
- Prepare Process Maps and provide analysis for Review – 4 weeks
- Deliver Draft Process Maps to CITY -
 - CITY to provide edits and feedback – 2 weeks
 - 30% upon acceptance of Process maps
- Draft Procedures Manual – 4 weeks
 - Upon Delivery of the Draft Manual – 20%
- Review/Edit Feedback – 1 week
- Final Procedures Manual – 1 week
 - Final 20% upon acceptance of manual

Total Project Timeline: 16 weeks

CONSULTANT Hourly Rate: \$125/hour

PROJECT PRICING: The CONSULTANT shall complete the project in accordance with SOW for a fee of \$6875.00.

PROJECT DELIVERY DUE DATE: October 30, 2023

The total hours worked will not exceed the following without approval from the CITY. Hours are estimates based on the current understanding of the project.

3. Total Project Hours: 55Hours

CITY shall pay CONSULTANT the undisputed amounts set forth above and pay each invoice submitted within thirty (30) days of CITY'S receipt of the invoice.

4. Procurement Policy Manual

CONSULTANT shall develop a procurement policy manual. The goal of the policy is to establish a governing set of principles that establish the general parameters for an organization to follow in carrying out its responsibilities.

- The overall purpose of a procurement policy manual should be to:
- Establish the legal authority of the procurement function within the organization.
- Simplify, clarify, and reflect on the laws governing procurement.
- Enable uniform procurement policies throughout the organization.
- Build public confidence in public procurement.

5. Deliverables

Prior to the CONSULTANT's commencement of the defined project work, CITY's Project Manager, and any designated CITY staff shall meet virtually to ensure a common understanding

of the statement of work and the resulting deliverables.

The Procurement Policy Manual shall be delivered in Word and PDF format. Any required formatting of the deliverable relative to the structure, images, title, numbering, references, and any other style-specific requirements of the CITY shall be identified during the initial meeting of the project team.

- Interviews – 1 week
- Analysis – 1 week
- Draft Policy Manual – 2 weeks
- Review/Edit Feedback – 1 week
- Final Policy Manual – 1 week

Total project time: 6 weeks

CONSULTANT hourly rate: \$125.00/hour

Project Pricing: The CONSULTANT shall complete the project in accordance with the SOW for a fee of \$2500.00.

The total hours worked will not exceed the following without approval from the CITY. Hours are estimates based on the current understanding of the project.

Total Project hours: 20 hours

PROJECT DELIVERY DUE DATE: October 30, 2023

Payment Schedule:

Draft Policy Manual – 50%

Final Policy Manual – 50%

JOB DESCRIPTION

CONSULTANT shall provide CITY with a job description for a Buyer/Procurement Specialist I position.

JOB DESCRIPTION shall be based on the current Body of Knowledge and Competency completed by the Universal Public Procurement Certification Council (UPPCC), which will be provided as part of the FINAL project delivery.

Total project time: 3 weeks
CONSULTANT hourly rate: \$100.00/hour

Project Pricing: The CONSULTANT shall complete the project in accordance with the SOW for a fee of \$1000.00.

The total hours worked will not exceed the following without approval from the CITY. Hours are estimates based on the current understanding of the project.

Total Project hours: 10 hours

Payment Schedule:
100% - upon acceptance of the final Job Description

6. Additional Service: Championing Complex Solicitations

In addition to the previously described services, the consultant will also provide support in championing complex solicitations. This service involves assisting the CITY in the procurement process for specific projects, such as the Solid Waste Solicitation and the MAP Broward County Surtax - Stirling Road Improvement Project Planning and Engineering Services.

The consultant will work closely with the CITY to develop and execute the solicitation process for these complex projects. This may include activities such as:

1. Requirement Analysis: Understanding the specific needs and requirements of the project, including the scope of work, deliverables, timelines, and any specific considerations.
2. Procurement Strategy: Develop a strategic approach for the solicitation process, considering factors such as procurement methods, evaluation criteria, contract types, and any legal or regulatory requirements.
3. Documentation Preparation: Assisting in the preparation of all necessary documentation for the solicitation, including Request for Proposals (RFPs), Request for Quotations (RFQs), or any other relevant documents. This may involve drafting, reviewing, and refining the solicitation documents to ensure clarity, accuracy, and compliance with applicable laws and policies.
4. Evaluation and Selection: Supporting the evaluation and selection process by providing guidance on evaluation criteria, participating in evaluation committees, and facilitating the review of proposals or bids. The consultant may assist in the evaluation of proposals, vendor interviews, and the preparation of evaluation reports. **THE CONSULTANT IS NOT A VOTING MEMBER OF AN EVALUATION COMMITTEE**
5. Contract Negotiation: Collaborating with the CITY in negotiating and finalizing contracts with selected vendors or contractors, ensuring that the terms and conditions align with the project requirements and comply with applicable laws and policies.
6. Project Oversight: Providing ongoing support and oversight during the execution of the contracted services, ensuring that

the vendors or contractors deliver the agreed-upon outcomes and meet the performance standards set forth in the contracts.

The consultant will work closely with the CITY's procurement team and other stakeholders involved in the project to ensure a transparent, efficient, and compliant procurement process. The specific tasks and deliverables for championing complex solicitations will be agreed upon between the consultant and the CITY on a project-by-project basis.

Please note that the timeline, pricing, and payment schedule for this additional service would need to be determined based on the scope and complexity of the complex solicitations to be championed.

Total project time: VARIES

CONSULTANT hourly rate: \$125.00/hour – THIS HOURLY RATE IS EFFECTIVE MAY 1, 2023, AND IS THE RATE FOR ALL CONSULTANT HOURS REGARDLESS OF SUBJECT MATTER

CITY OF COOPERCITY, FL

NAME

TITLE

DATE

CONSULTANT,

Kirk W Buffington

SIGNATURE

Kirk W Buffington, CPPO, CPM, CPFIM

NAME

05/23/2023

DATE

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS SECOND AMENDMENT, dated this 27th day of October 2023, by and between:

CITY OF COOPER CITY, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 9090 SW 50th Place, Cooper City, Florida 33328 ("City"),

and

KIRK W. BUFFINGTON, an INDIVIDUAL authorized to do business in the State of Florida, located at 3831 NE 23 Avenue, Lighthouse Point, FL 33064, hereinafter "CONSULTANT."

City and CONSULTANT may each be referred to herein as "party" or collectively as "parties".

WHEREAS, on September 28, 2022, the City and CONSULTANT entered into an agreement for program management consulting services (hereinafter referred to as the "Original Agreement"); and

WHEREAS, on July 10, 2023, the City and CONSULTANT entered into the First Amendment to the Original Agreement; and

WHEREAS, the Parties seek to further amend the Original Agreement, as amended, and to extend the term, as set forth herein; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 2. Section 4.1 of the Original Agreement is hereby amended to read, as follows:
4.1 CONSULTANT shall be compensated at the hourly rate of \$125.00 for additional procurement-related services that may be requested by the City from time to time. Subject to the terms of this Second Amendment, the Original Agreement's not-to-exceed total compensation of \$19,500 shall be increased by an additional \$22,000. CONSULTANT shall submit invoices to the CITY on a bi-weekly basis for services performed. The invoices shall include, but not limited to, date of service, the amount of time spent, a description of the service and whether the services was within the Scope of Work or an additional service, and any other information reasonably required by CITY.

Section 3. That the Original Agreement, as amended and executed by the parties, shall remain in full force and effect except as specifically amended herein. In any event of any conflicts between this Second Amendment, the First Amendment, and the Original Agreement, this Second Amendment shall prevail.

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

CITY OF COOPER CITY, a Florida municipal corporation

BY: [Signature]
CITY MAYOR

ATTEST:

BY: [Signature]
CITY CLERK

APPROVED AS TO LEGAL FORM:

BY: [Signature]
CITY ATTORNEY

WITNESSED BY:

[Signature]
[Signature]
Print name

[Signature]
Print name

[Signature]
Print name

KIRK W. BUFFINGTON

BY: [Signature]

Name: KIRK BUFFINGTON

Title: CONSULTANT

STATE OF FLORIDA
COUNTY OF BROWARD

SWORN TO (or affirmed) and subscribed before me by means of physical presence or

online notarization, this 6 day of October 2023, by Kirk buffington, in their capacity as thar self, of Kirk W. Buffington.

[Signature]

NOTARY PUBLIC

 Personally Known OR

 / Produced Identification

FL DL



Anthony Mojica
Comm.:HH 216615
Expires: Jan. 16, 2026
Notary Public - State of Florida

THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS THIRD AMENDMENT, dated this _____ day of _____ 2024, by and between:

CITY OF COOPER CITY, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 9090 SW 50th Place, Cooper City, Florida 33328 ("City"),

and

KIRK W. BUFFINGTON, an INDIVIDUAL authorized to do business in the State of Florida, located at 3831 NE 23 Avenue, Lighthouse Point, FL 33064, hereinafter "CONSULTANT."

City and CONSULTANT may each be referred to herein as "party" or collectively as "parties".

WHEREAS, on September 28, 2022, the City and CONSULTANT entered into an agreement for program management consulting services (hereinafter referred to as the "Original Agreement"); and

WHEREAS, on July 10, 2023, the City and CONSULTANT entered into the First Amendment to the Original Agreement; and

WHEREAS, on October 24, 2023, the City and CONSULTANT entered into the Second Amendment to the Original Agreement; and

WHEREAS, the Parties seek to further amend the Original Agreement, as amended, and to extend the term, as set forth herein; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 2. Section 4.1 of the Original Agreement is hereby amended to read, as follows:
4.1 CONSULTANT shall be compensated at the hourly rate of \$125.00 for additional procurement-related services that may be requested by the City from time to time. Subject to the terms of this Third Amendment, the total compensation shall not exceed \$15,000. CONSULTANT shall submit invoices to the CITY on a bi-weekly basis for services performed. The invoices shall include, but not limited to, date of service, the amount of time spent, a description of the service and whether the services was within the Scope of Work or an additional service, and any other information reasonably required by CITY.

Section 3. That the Original Agreement, as amended and executed by the parties, shall remain in full force and effect except as specifically amended herein. In any event of any conflicts between this Third, Amendment, Second Amendment, the First Amendment, and the Original Agreement, this Third Amendment shall prevail.

Meeting Date: 05/14/2024 Item #10.

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

CITY OF COOPER CITY, a Florida municipal corporation

BY: _____ CITY MAYOR

ATTEST:

BY: _____ CITY CLERK

APPROVED AS TO LEGAL FORM:

BY: Jacob Horowitz April 23, 2024
A563ATDDDEED5417
CITY ATTORNEY

WITNESSED BY:

KIRK W. BUFFINGTON

BY: KIRK WAGNER BUFFINGTON

Print name

Name: Kirk Buffington

Title: Consulta

STATE OF ~~FLORIDA~~ TEXAS a.m
COUNTY OF ~~BROWARD~~ DALLAS a.m

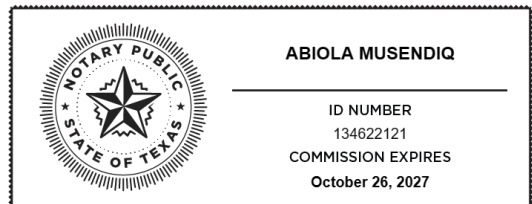
SWORN TO (or affirmed) and subscribed before me by means of physical presence or

online notarization, this 27th day of April 2024, by KIRK WAGNER BUFFINGTON, in their capacity as CONSULTANT, of Kirk W. Buffington.

____ Personally Known OR

Produced Identification DRIVER LICENSE

abiola Musendiq
NOTARY PUBLIC





**CITY COMMISSION
STAFF REPORT**

DEPARTMENT: Public Works

DATE: May 14, 2024

SUBJECT: Motion to approve the purchase of the Trane Tracer SC controller for the Cooper City/BSO Police Station in the amount of \$28,002.00. – **Public Works**

CITY MANAGER RECOMMENDATION:

The City Manager recommends that the Commission approve the purchase of a Trane Tracer SC controller to replace the currently non-operational JACE building controller. Public Works will use this controller to have functional automation controls for both buildings' HVAC units.

BACKGROUND OF ITEM:

The Cooper City BSO law enforcement facility has HVAC units, unit 1S and unit 2N, which provide cooling. An automation controller operates the variable frequency drives, control relays, sensors, and VAV boxes to control the temperature in each zone throughout the facility.

In 2010, Public Works entered into an inspection and service agreement with (BAS) Building Automation Services for automation controls (Attachment #2 & #3), budgeted in line item 312-534410-539 at an annual cost of \$3,900.00.

During the installation of the new 2N Trane HVAC unit, it was discovered that the existing JACE controller is non-operational and outdated and needs to be replaced. Public Works has also experienced difficulty with BAS honoring its obligations in the agreement, and we have since notified BAS of the termination of the agreement.

ANALYSIS:

The new Trane BACnet building controller will provide a web-based graphical interface that includes reporting, scheduling, and alarm management capabilities. This is a one-time purchase; there will be no ongoing annual cost for inspection or maintenance. This proposal includes 4-hour training for Public works property maintenance staff so all future adjustments and servicing can be managed (in-house).

This item is priced according to Omnia cooperative contract #15-JLP-023 for the Cooper City and Trane agreement.

STRATEGIC PLAN:

The replacement of this Automation controller is expected to improve proper airflow significantly, reduce energy consumption, and increase the operational efficiency in the Cooper City/BSO facility.

PROCUREMENT: [Sec. 2-258 Exclusions and exceptions \(d\) Cooperative purchasing](#)

FISCAL IMPACT:

As presented to the Commission, this proposal will be financed through the Health and Social Distancing category of ARPA funds. A \$10,000.00 Contingency Allowance for the City to use in unforeseen circumstances is requested.

<u>General Ledger Acct. Number</u>	<u>Budgeted Amount</u>	<u>FY24 YTD Activity</u>	<u>Requested Amount</u>	<u>Remaining Amount</u>
110-160-566000-519-HVAC1	\$198,625	\$160,623	\$38,002	\$0

ATTACHMENTS:

1. Trane Quote Number H4-FWQAA4-23-001
2. Building Automation Services Inspection Service Agreement
3. Building Automation Services Wireless internet services



Trane U.S. Inc.
2884 Corporate Way
Miramar, Florida 33025
Phone: (954) 499-6900
Fax: (954) 499-6901
Service Contact: (954) 499-6900

January 2, 2024

Cooper City Police
10580 Stirling Rd
Hollywood FL 33026

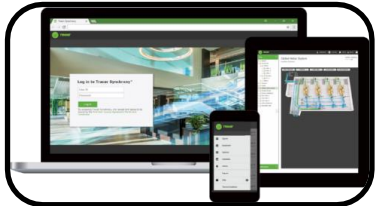
Omnia Contract: Omnia Racine #3341
Quote Number: H4-FWQAA4-23-001

ATTENTION: Robert Nay

PROJECT NAME: Building Automation System Integration

Improved Automation

Trane is pleased to offer this proposal to replace the failed JACE controller with a new, Trane Tracer SC+. The new system is a BACnet building controller consisting of a centralized system controller which will provide a web based graphical interface to include trending, reporting, archiving, scheduling, and alarm management capabilities.



PROJECT SCOPE

REPLACE EXISTING FAILED JACE WITH A NEW TRACER SC WEB ENABLED SYSTEM CONTROLLER

- Time of Day Schedule Control
- AHU Trends capability
- Local & Remote Alarms Set-up
- Mobile Web enabled interface
- Custom Floor Plan Graphics. It is assumed that the customer can provide electrical floor plan mechanical drawings in order to create custom graphics.

INTEGRATE TO THE FOLLOWING EXISTING EQUIPMENT:

- (2) DX Split Systems
- Associated VAVs per mechanical plans and existing on Talon system
 - It is assumed these existing controllers are functional. Any controllers that are found to be failed will be quoted separately.
 - Any failed end devices such a sensors, actuators, etc. are not included and to be quoted separately.
 - It is assumed that the existing wiring is in a daisy chain link and capable of being integrated to.
 - If any other equipment, such as exhaust fans, is tied into the existing Talon system, that equipment will be brought into the Tracer SC+ as well.

PROJECT INCLUSIONS

Installation
Low voltage wiring
Startup & checkout
Owner training – 4 hours
One year warranty

PROJECT EXCLUSIONS

- Pricing based on jobsite walkthrough and existing BAS information.



- Owner to provide updated mechanical floor plan files (CAD or PDF) for graphics creation.
- Existing control conduits, junction boxes, control enclosures, control wiring, and power wiring may be utilized where possible.
- Scope and pricing excludes any repairs or additions to the existing Building Automation System other than defined above.
- Warranties are excluded on any hardware not provided under this proposal (i.e. Building Control Units, laptops, etc...).
- Trane will recreate the existing sequences of operation for all HVAC equipment currently under BAS control.
- Excludes integration or point mapping to or from any non-Trane existing Building Automation System (BAS) of any kind, unless specified.
- All work to be performed during regular business hours (8AM-5PM, M-F).
- Equipment shut downs, where required shall be coordinated with the Owner.
- Any removed parts or devices are to be returned to the Owner.
- Excludes Test and Balance.
- Excludes installation of control dampers, valve bodies, flow sensors, flow meters, VFD's, wells, or pressure taps.
- Excludes all fire life safety (fire alarm, smoke detection, shut downs etc.) connections, control or monitoring.
- If additional network drops are needed, they shall be provided by Owner.
- A network BACnet address between 10,000 and 4,190,000 for the Tracer SC panel will be needed.
- Includes preparing controls installation drawings, commissioning of the control system changes, and twelve (12) month warranty for new controls and work performed.
- Installation based on plenum rated cable. Conduit where required by code only. Excludes special provisions of any kind to accommodate wiring located in inaccessible locations.
- No additional equipment, controllers, or devices will be furnished, installed, wired, controlled, or monitored other than those clearly delineated in this document.
- If existing sensors, actuators or any control devices are found to be defective or inoperable, a separate proposal will be provided for repair/replacement.
- Excludes Premium labor, cutting, patching, or painting.
- Excludes furnishing or installing starters or disconnects for HVAC equipment.
- Excludes furnishing or installing lighting controls, photocells, switches, or contactors.

Total Price: \$28,002.00

We appreciate the opportunity to earn your business, and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns. All work is to be done during normal business working hours. Any after hour work will require Owner's approval.

Sincerely,

Nicole Albarano
Energy Services and Controls

Adam McIntosh
Account Manager

This proposal is subject to Customer's acceptance of Omnia contract Omnia Racine 3341 terms and conditions. Contract terms allow PO's to be sent directly to this vendor and must reference the vendor's contract number.

This proposal is valid for 30 days from the date of proposal. This agreement is subject to the attached Trane Terms and Conditions.

CUSTOMER ACCEPTANCE

TRANE

Authorized Representative

Authorized Representative



Meeting Date: 05/14/2024 Item #11.

Title

Title

Acceptance Date

Signature Date

TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

“Company” shall mean Trane U.S. Inc. for Work performed in the United States or Trane Canada ULC for Work performed in Canada.

1. Acceptance; Agreement. These terms and conditions are an integral part of Company’s offer and form the basis of any agreement (the “Agreement”) resulting from Company’s proposal (the “Proposal”) for the commercial goods and/or services described (the “Work”). **COMPANY’S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer’s order shall be deemed acceptance of the Proposal subject to Company’s terms and conditions. If Customer’s order is expressly conditioned upon Company’s acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company’s terms and conditions attached or referenced serves as Company’s notice of objection to Customer’s terms and as Company’s counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company’s counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer’s acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company’s terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer’s obligation to pay for Work rendered by Company to the date of cancellation.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company’s U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company’s U.S. manufacturing facility or warehouse.

4. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer’s tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company’s factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company’s control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer’s actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.

5. Exclusions from Work. Company’s obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

6. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer’s expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

7. Payment. Customer shall pay Company’s invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

8. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

9. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site’ owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company’s access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer’s building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer’s request.

10. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company’s representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer’s failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

11. Permits and Governmental Fees. Company shall secure (with Customer’s assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company’s subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

12. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

13. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company’s cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

14. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement (“Pre-Existing Conditions”), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or

fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or for entities that are not employed by or hired by Company.

15. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (if) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead)

18. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

19. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

20. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

21. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

22. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

23. **Insurance.** Company agrees to maintain the following insurance while the Work is being performed with limits not less than the request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

24. **Commencement of Statutory Limitation Period.** Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

25. **General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

26. **Equal Employment Opportunity/Affirmative Action Clause.** Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

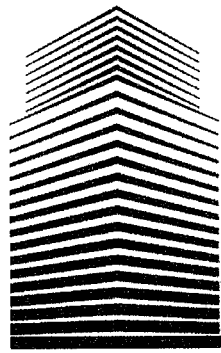
27. **U.S. Government Work.**

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

28. **Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.251-10(1221)
Supersedes 1-26.251-10(0821)



**BUILDING
AUTOMATION
SERVICES**
OF SOUTH FLORIDA, INC.

1250 S.W. 30 Avenue
Ft. Lauderdale, FL 33312
OFFICE: (954) 581-1051 Fax: (954) 581-1061

BRWD CNTY LIC. # 327-0007576 CITY LIC. # 02-16728

INSPECTION SERVICE AGREEMENT

This SERVICE AGREEMENT entered into by and between:

Building Automation Services of S. Fla., Inc. hereinafter referred to as "BAS"

and

Hereinafter referred to as "Customer"

Cooper City Public Works
9070 Southwest 51st Street
Cooper city, FL 33332-4227



SITE ADDRESS: 10580 Stirling Road, Cooper City, FL

Building Automation Services of S. Fla., Inc. a Florida corporation, agrees to furnish labor to inspect the equipment as described in this contract. Equipment as follows:

- 2 AHU Smart2 Controllers
- All Control Relays
- All Control Sensors
- 20 VAV Boxes and Controllers
- 2 Variable Frequency Drives for Air Handling Units
- 1 Talon Network Manager

SERVICES BAS WILL PROVIDE:

- A. Professional and skilled labor to inspect the subject equipment to maintain it in good operating condition.
- B. Inspect the equipment at least 6 time(s) annually during our normal working hours (8:00 AM to 4:30 PM) Monday thru Friday.
- C. Service or Emergency calls (Unscheduled service) shall be provided at the following labor rates:
 Normal work hours (8:00 AM to 5:00 PM) Monday thru Friday \$ 85.00 per technician/hour
 After work hours, Weekends, and Holidays \$127.50 per technician/hour
- D. MATERIAL: All materials will be billed at standard industry rates. List less 50%.
- E. Unless otherwise indicated herein, Emergency Calls are to be available 365 days per year, 24 hours per day.
- F. Instruct the Customer in the operation of the equipment to provide for best efficiency and lowest operating costs.
- G. Furnish Customer with a completed copy of the Controls Technician's Report indicating what repairs, if any were necessary resulting from each inspection.
- H. BAS will maintain a back-up copy of the system's program, to be loaded as required.

The following items of labor will be performed during each inspection:

AHU CONTROL WORKING FUNCTION

- Verify communication to the network if applicable
- Verify communication to the field devices
- Verify & tune all fan status, filter status for proper reporting
- Verify & tune cooling loop control
- Verify & tune heating loop control
- Verify & tune VFD loop if applicable
- Verify all field points for correct reporting
- Save all changes to disk and make copy for job site

VARIABLE FREQUENCY DRIVE WORKING FUNCTION

- Verify all wiring connections are secure
- Vacuum VFD fans or clean drive cabinet
- Test low and high programmed limits if applicable
- Verify correct input verses matched frequency output
- Review all operation with the owner

VAV CONTROL WORKING FUNCTION

- Verify communication to the network if applicable
- Verify communication to the field devices
- Verify and tune all CFM control
- Verify and tune cooling loop control
- Verify and tune heating loop control
- Verify and tune room thermostat operation
- Verify all field points for correct reporting
- Save all changes to disk and make copy for jobsite

NETWORK INTERFACE WORKING FUNCTION

- Verify communication to the network if applicable
- Verify communication to the field devices
- Verify & exercise control to the field devices
- Clean all computer parts as well as printers
- Do a full system backup of the data base
- Test remote dialup if applicable
- Test auto-paging on an alarm if applicable
- Customer consultation upon PM completion

THIS AGREEMENT DOES NOT INCLUDE:

Any work not listed above.
Anything beyond the normal controls maintenance.

CUSTOMER RESPONSIBILITY:

Customer shall operate the subject equipment per the Manufacturer's instructions modified or expanded by BAS; promptly notify us of any unusual operating conditions of the subject equipment; permit our personnel the use of your common building maintenance tools, such as ladders, etc., permit only our personnel to work on the subject equipment provide proper and safe access to subject equipment.

TERMS:

- A. Building Automation Services obligation to furnish inspections shall begin on the effective date, and shall continue from year to year, unless the agreement is terminated as provided. This contract shall become effective upon the approval of BAS. Failure on the part of the Customer to make payments when due shall, at BAS option, relieve BAS of the entire obligation of the contract.
- B. This agreement may be terminated by either party by giving not less than thirty (30) days written notice of its intention to terminate via certified mail – return receipt requested.
- C. PAYMENT: Building Automation Services of S. Fla., Inc. Agreement will be furnished for the net sum of **\$400.00** per inspection.

GENERAL:

- A. It is mutually understood that replacements parts and service materials must be purchased by you, from us, at our regular selling prices, and installed by us during the terms of this contract.
- B. Any repairs and supplies deemed necessary and recommended by us for efficient operation of your facility are to be authorized by you. Unless authorization is given to perform this service, we will not furnish normal or emergency service.
- C. BAS shall not be liable for injuries to persons, or damages to property, except those due to the negligent acts or omissions of BAS employees. In no event shall Building Automation Services of S. Fla., Inc. be liable for any form of damages except to the equipment listed in this agreement.
- D. This contract contains the entire agreement between the parties and shall become effective on the date shown below, provided you have accepted it and approved by us.

AMENDMENTS:

The above proposal is hereby accepted with the definite understanding that there are no verbal agreements or understandings changing or modifying this agreement as written.

CUSTOMER:

Accepted and approved by:

JIM BOWMAN
Name

[Signature]
Signature

DIRECTOR OF PUBLIC WORKS
Title

BUILDING AUTOMATION SERVICES

Submitted by:

Idalia Swartz
Name

Service Accounts Manager
Title

5-14-10
Date

BUILDING AUTOMATION SERVICES

Accepted and approved by:

Title

The effective date of this agreement shall be:

6-1-10



Cooper City Public **WORKS**

Meeting Date: 05/14/2024 Item #11.

9070 SW 51 Street
Cooper City, Florida 33328
Ph: 954-434-2300 Fax: 954-433-1365

Fax Cover Sheet

Date: 5-14-10 Pages: 5

To: Idalia

Company/ Dept: Building Automation

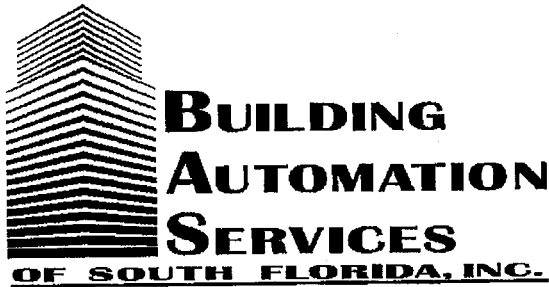
Fax: 954-581-1061 Phone: _____

From: James Bowman / Dawn

For Your Approval _____
As Requested _____
Return Call Upon Receipt _____

For Your Use _____
For Review and Comment _____

Remarks:



Meeting Date: 05/14/2024 Item #11.

- **Engineering**
- **Consulting**
- **Installation**
- **Commissioning**
- **Service**

1250 SW 30 AVENUE, FT. LAUDERDALE, FL 33312 PHONE: 800-581-1047 FAX: 800581-1074

Controls Proposal

**TO: James Bowman
Cooper City Public Works**

DATE: 9-10-15

PROJECT: Wireless Internet Service

We propose to install an upgraded wireless Modem and Router to tie the Building Automation Control system and the Building Engineers computer to the internet for offsite access and email access. This will include installation of the modem and router in the South mechanical room which will then tie into the network manager located in the IT room. We will set up the new modem and router and verify operation. This will allow for immediate response instead of waiting two to four hours for a tech to get onsite.

Installation price is:..... \$0.00

The monthly service contract amount will increase to **\$124.00** per month this will also include 24/7 internet support.

PLEASE NOTE: This will not tie into the buildings computer system in anyway. This will only communicate with the BAS system. We have already tested this device and operation in the building and it works very well.

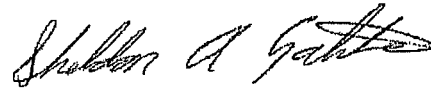
Thank you for allowing us to be of service.


Purchaser - Company Name

Signature

Name: _____
Title: _____
Date: _____

Building Automation Services



Signature

Name: Sheldon A Crabtree
Title: President
PH: 800-581-1047
FAX: 800-581-1074

Meeting Date: 05/14/2024 Item #11.

HVAC Products, Installation, Labor Based Solutions and Related Product and S

AMENDMENT NO. ONE (1)

This Amendment No. One (1) is effective January 1, 2023 and is to modify the HVAC Products, Installation, Labor Based Solutions and Related Product and Services Contract 2022 agreed upon by Racine County, Wisconsin, 730 Wisconsin Avenue, Racine, Wisconsin 53403 ("County") and Trane U.S. Inc., 800 Beaty Street, Davidson, North Carolina 28036-6924 ("Contractor") (hereinafter each a "Party" and collectively referred to as "Parties") on August 16, 2022 ("Contract").

The Parties hereby agree to amend the Contract as follows:

1. WORK:

To modify pricing as necessary to account for market changes, and labor and material increases..

Details are provided in Attachment A of this Amendment No. 1.

2. PRICE:

The County agrees to the revised prices.

Details are located in Attachment A.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

RACINE COUNTY

DocuSigned by:
Jonathan Delagrave
BY: _____
7B676D90951B406...
Jonathan Delagrave
Racine County Executive

DATE: 1/6/2023

DocuSigned by:
Wendy Christensen
BY: _____
F01B3A30B9054BD...
Wendy M. Christensen
Racine County Clerk

DATE: 1/6/2023

TRANE U.S. INC.
DocuSigned by:
Greg Spencer
BY: _____
35FF4CCACB964F1...
DATE: 12/21/2022

DocuSigned by:
Michael Lanzdorf
36F9231CFBA8401...
1/5/2023

DocuSigned by:
Aven Zimmer
14A5552654004D4...
12/21/2022

Racine County Contract & Contract Amendment Form

Meeting Date: 05/14/2024 Item #11.

Attach one copy of the contract to be filed. Attach more copies if required by vendor.

Munis Contract #: 3341 Amendment: Yes No Signed by vendor: Yes No DocuSign

Contract Type: Non Encumber Expense Encumber Expense HSD PO Expense Revenue

Vendor/Customer #: 3931-2 Vendor Name: TRANE US INC

Full Address: 800 E BEATY ST DAVIDSON NC 28036

Department: FIN Sub Department: _____

Brief Description of Services: AMENDMENT 2 BID #RC2022-1001 HVAC PRODUCTS, INSTALLATION

Contact/administrator: Duane McKinney Contact Munis ID: 6750dmckinne

Contract Start: 09/01/2022 Contract End: 08/31/2027

If this is a multi year contract - Committee and County Board authorization is needed before the contract can be processed.
By completing this form, Procurement Policy has been followed.

Accounts Information

Account Name:	Account Number	Amended Amount	New Contract Amount	Year
	13500000.311045			22-27
Total:			\$ 0.00 -	

If additional account lines are necessary, attach a schedule.

Have you read the agreement: Yes No Do you understand & agree with the Terms: Yes No

Are there things that you think should be changed in this Contract: Yes No
If yes, please attach a memo stating the changes you think should be made.

Was a resolution passed to authorize the original contract: Yes No

If yes, indicate the resolution number: 2021-96 (attach a copy of the resolution)

Is there a required signature date: Yes No If yes, what date: _____

Corp Counsel Stamp:	County Clerk Stamp:
---------------------	---------------------

HVAC Products, Installation, Labor Based Solutions and Related Product and

Meeting Date: 05/14/2024 Item #11.

AMENDMENT NO. TWO (2)

This Amendment No. Two (2) is effective September 26, 2023, and is to modify the HVAC Products, Installation, Labor Based Solutions and Related Product and Services Contract #3341 agreed upon by Racine County, Wisconsin, 730 Wisconsin Avenue, Racine, Wisconsin 53403 ("County") and Trane U.S. Inc., 800 Beaty Street, Davidson, North Carolina 28036-6924 ("Contractor") (hereinafter each a "Party" and collectively referred to as "Parties") on August 16, 2022 ("Contract").

The Parties hereby agree to amend the Contract as follows:

1. WORK:

To add new products, new product codes and provide an updated product pricing discount schedule, necessary to introduce newer manufactured products.

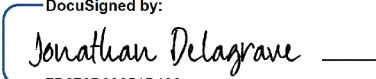
Product Pricing Discount Schedule provided in Attachment A of this Amendment No. 2.

2. PRODUCT PRICING:

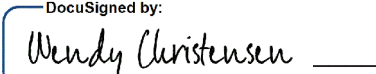
The County agrees to the revised Product Pricing. Details are located in Attachment A.

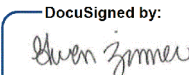
ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

RACINE COUNTY

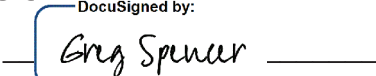
BY: 
7B676D90951B406...
Jonathan Delagrave
Racine County Executive
DATE: 11/8/2023


36F9231CFBA8401...
11/8/2023

BY: 
FC1B3339B9654BD...
Wendy M. Christensen
Racine County Clerk
DATE: 11/8/2023


14A5552654004D4...
11/8/2023

TRANE U.S. INC.

BY: 
95FF4CCACB964F1...
DATE: 11/8/2023

HVAC Products, Installation, Labor Based Solutions and Related Product and

AMENDMENT NO. THREE (3)

This Amendment No. Three (3) is effective December 15, 2023, and is to modify the HVAC Products, Installation, Labor Based Solutions and Related Product and Services Contract #3341 agreed upon by Racine County, Wisconsin, 730 Wisconsin Avenue, Racine, Wisconsin 53403 ("County") and Trane U.S. Inc., 800 Beaty Street, Davidson, North Carolina 28036-6924 ("Contractor") (hereinafter each a "Party" and collectively referred to as "Parties") on August 16, 2022 ("Contract").

The Parties hereby agree to amend the Contract as follows:

1. WORK:

To modify pricing as necessary to account for market changes, and labor and material increases.

Details are provided in Attachment A of this Amendment No. 3.

2. PRODUCT PRICING:

The County agrees to the revised Pricing.

Details are located in Attachment A.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

RACINE COUNTY

BY: Jonathan Delagrave
7B676D90951B406...
Jonathan Delagrave
Racine County Executive

DATE: 12/18/2023

BY: Wendy Christensen
FC1B3339B9654BD...
Wendy M. Christensen
Racine County Clerk

DATE: 12/18/2023

DocuSigned by:
Michael Lanzdorf
36F9231CFBA8401...
12/18/2023

DocuSigned by:
Ewen Zimmer
14A5552654004D4...
12/18/2023

TRANE U.S. INC

BY: Greg Spencer
95FF4CCACB964F1...
DATE: 12/18/2023



HVAC Products, Installation, Labor Based Solutions, and Related Products and Services
Executive Summary

Lead Agency: Racine County, Wisconsin

Solicitation: RC2022-1001

Solicitation Issued: June 15, 2022

Pre-Bid Date: June 29, 2022

Response Due Date: July 21, 2022

Awarded to: Trane U.S. Inc.

Racine County, Wisconsin issued IFB #RC2022-1001 on June 15, 2022, to establish a national cooperative contract for HVAC Products, Installation, Labor Based Solutions, and Related Products and Services.

The solicitation included cooperative purchasing language in Section II. INSTRUCTION TO BIDDERS, K. National Contract:

Subject to its fiduciary and statutory obligations, Racine County, as the Principal Procurement Agency, defined in Attachment D – National Cooperative Contract to be Administered by OMNIA Partners, has partnered with OMNIA Partners, Public Sector (“OMNIA Partners”) to make the resultant contract (also known as the “Master Agreement” in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. Racine County is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a “Participating Public Agency”) and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Attachment D – National Cooperative Contract, or as otherwise agreed to. Attachment D – National Cooperative Contract contains additional information about OMNIA Partners and the cooperative purchasing agreement.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Racine County website
- OMNIA Partners website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino County Sun, CA
- Honolulu Star-Advertiser, HI
- The Herald-News – Will County (IL)

- The Advocate – New Orleans, LA
- The New Jersey Herald, NJ
- Albany Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Deseret News, UT
- Richmond Times-Dispatch, VA
- Seattle Daily Journal of Commerce, WA
- Houston Community Newspapers, TX
- Helena Independent Record, MT
- Las Vegas Sun
- Kennebec Journal, ME

Socio-economic Outreach: To encourage participation of small businesses, minority owned businesses and women owned businesses, Historically Underutilized Businesses were notified of the Invitation to Bid.

On Thursday July 21, 2022, bids were received from the following offerors:

- Trane U.S. Inc.

Trane U.S. Inc. was the lowest responsive, responsible, and qualified bidder based on the requirements issued in the IFB. The County Executive, who was granted authority on January 11, 2022 by the Racine County Commissioners, approved the contract award. The contract was executed on August 17, 2022 with an effective date of September 1, 2022.

Contract includes HVAC Products, Installation, Labor Based Solutions, and Related Products and Services. Trane U.S. Inc. can provide products and services covering the following areas:

- Operate, Maintain & Repair
 - Connectivity and Cloud Services
 - HVAC System Management
 - HVAC System Repair
 - Rental Solutions
 - Parts and Supplies
- Energy & Sustainability
 - Energy conservation Measures
 - Energy Monitoring & Analysis
 - Active Energy Management
 - Financing & Energy Services Contracting
- Design, Upgrade & Modernize
 - Upgrading Existing Equipment
 - Building Systems Design and Upgrades
 - HVAC System Retrofits
 - Indoor Air Quality (IAQ)
- Building Systems and Technologies
 - Variable Refrigerant Flow (VRF) and Ductless Systems
 - Chillers
 - Packages Units and Split Systems

- Air Handlers, Terminal Devices, Vav and Fan Coils
- Variable Frequency Drives (VFD)
- Energy Storage
- Precision Cooling
- Building Management and Automation
 - Solutions for Large Buildings and Campuses
 - Small Building Solutions
 - Air-Fi® Wireless Communications
 - Lighting Solutions
 - Controls Solutions for Light Commercial Contractors
- Design and Analysis Software Tools

Term:

- September 1, 2022 to August 31, 2027 with the option to renew for one (1) additional five (5) year period. The anticipated full term of the contract is ten (10) years. Trane U.S. Inc. has the right to enter local “service” agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) subject to the discretion of the Participating Public Agency. Any job orders, project agreements, or maintenance agreements executed against the Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.

Pricing/Discount:

- Bid Form Available Upon Request.

Racine County, Wisconsin

Contract # 3341

for

**HVAC Products, Installation, Labor Based Solutions and
Related Product and Services**

with

Trane US Inc.

Effective: September 1, 2022

The following documents comprise the executed contract between the Racine County, Wisconsin and Trane U.S. Inc., effective September 1, 2022:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the IFB, incorporated by reference



HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES CONTRACT 2022

This Contract made and entered into this 16th day of August 2022, by and between Racine County, Wisconsin, 730 Wisconsin Avenue, Racine, Wisconsin 53403 (hereinafter referred to as "COUNTY") and Trane U.S. Inc., 800 Beaty Street, Davidson, North Carolina 28036-6924 (hereinafter referred to as "CONTRACTOR").

W I T N E S S E T H:

For good and valuable consideration, the parties agree as follows:

1. **WORK:** CONTRACTOR shall provide HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES:

The undersigned parties understand and agree to comply with and be bound by the entire contents of Sealed Bid # RC2022-1001: HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES (aka, the Contractor's Bid Proposal submitted July 21, 2022) which is incorporated herein by reference. CONTRACTOR understands and agrees that the bonds and insurance required by the Project Manual are to be kept current at all times through the length of each term and for 90 Days following completion of each term. Bonds and insurance must be renewed and presented to the COUNTY at the time of each renewal term if COUNTY chooses to renew. Bonds and insurance shall be written by a firm acceptable to the COUNTY as specified in the Project Manual.

2. **TERM:** September 1, 2022, to August 31, 2027, with full renewal of one (1) additional five (5) year term per the Project Manual. COUNTY shall exercise renewal options by issuance and delivery to CONTRACTOR of a written notice to renew this Agreement.
3. **PROJECT:** HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES in accordance with the Project Manual.
4. **PRICE:** Price as stated for all schedules included in the Project Manual.

5. **CANCELLATION:** This contract may be cancelled without penalty or obligation of any kind, by COUNTY by, for or on behalf of itself or its agencies, departments, officers, agents or employees immediately upon written notice to all parties that sufficient funds have not been budgeted by the County Board of Supervisors to pay the obligations under this agreement.

Either party may terminate the contract on the anniversary date in any subsequent year of the contract by providing the other party with written notice ninety (90) days prior to the anniversary date.

If the CONTRACTOR fails to maintain and keep in force required insurance, COUNTY shall have the right to cancel and terminate the contract without notice.

Notwithstanding any of the terms and conditions contained herein, the COUNTY and CONTRACTOR reserve the right to terminate the contract at any time for any reason by providing written notice of termination to the other party no less than ninety (90) days in advance of termination. In the event of said termination, CONTRACTOR shall not reduce its activities hereunder unless agreed in advance by COUNTY. The CONTRACTOR will pay according to the contract for services tendered through the date of termination.

RACINE COUNTY

BY: DocuSigned by:
Jonathan Delagrave 8/17/2022
7B676D90951B406...

BY: DocuSigned by:
Michael J. Lanzdorf 8/17/2022
36F9231CFBA8401...

BY: DocuSigned by:
Wendy Christensen 8/17/2022
FC1B3339B9054BD...

BY: DocuSigned by:
Steven Zimmer 8/16/2022
14A5552654004D4...

Trane U.S. Inc.
BY: DocuSigned by:
Greg Spencer 8/16/2022
93FF4CCACB904F1...

USFR Compliance Questionnaire for IFB # RC2002-1001

	<u>YES/NO</u>	<u>COMMENTS</u>
1. Based upon review of this contract for the procurement of construction, materials, and/or services that exceeded \$100,000, did the cooperative follow the School District Procurement Rules (R7-2-1001 et seq)?	YES	
a. For this contracts awarded through competitive sealed bidding or competitive sealed proposals, did the cooperative:		
1) Give adequate notice of the invitation for bid (IFB) or request for proposal (RFP)? R7-2-1022 or R7-2-1042(C)	YES	Ads and Affidavits
2) Compile and maintain a list of persons who requested to be added to a list of prospective bidders, if any? R7-2-1023	YES	Bidders List
3) Issue the IFB or RFP at least 14 days before the due date and time set for bid or proposals, as applicable, unless a shorter time was determined necessary? R7-2-1024(A) or R7-2-1042(B)	YES	36 Days
4) Include all required information in the IFB or RFP? (Note: If the answer is “No,” the “Comments” should specifically indicate which requirements were not complied with.) R7-2-1024(B) or R7-2-1042(A)	YES	
5) Stamp sealed bids or proposals with the time and date upon receipt and store bids or proposals unopened until the due date and time set for opening? R7-2-1029 or R7-2-1045	YES	Time Stamped Responses
6) If a multiple award was made for the IFB or RFP:		
i. Did the cooperative establish and follow procedures for the use of multiple award contracts? R7-2-1031(D) and R7-2-1050(C)	N/A	Single Award
ii. Did the cooperative include in the solicitation(s) notification that multiple contracts may be awarded, the cooperative’s basis for determining whether to award multiple contracts, and the criteria for selecting vendors for the multiple contracts? R7-2-1031(C) and R7-2-1050(B)	N/A	
iii. Determine, with the specific reason(s) in writing, that a single award was not advantageous to the cooperative’s members and retain documentation that supported the basis for a multiple award? R7-2-1031(D)	N/A	
iv. Limit contract awards to the least number of suppliers necessary to meet the requirements of the members? R7-2-1031(D) and R7-2-1050(C)	N/A	

	YES/NO	COMMENTS
7) For contracts where only one responsive bid or proposal was received, determine that the price submitted was fair and reasonable, and that either other prospective offerors had reasonable opportunity to respond or there was not adequate time for resolicitation, and retain documentation that supported the basis for the determination? R7-2-1032 or R7-2-1046(A)(1)	YES	
b. For this contract awarded through competitive sealed bidding, did the cooperative award the contracts to the lowest responsible and responsive bidder whose bid conformed, in all material respects, to the requirements and evaluation criteria set forth in the IFB? (Note: If the answer is “No,” the “Comments” should specifically indicate which requirements were not complied with.) R7-2-1031	YES	
c. For this contract awarded through competitive sealed proposals, did the cooperative award the contract to the offeror whose proposal was determined, with the specific reason(s) in writing, to be most advantageous to the cooperative’s members based on the factors set forth in the RFP and retain documentation that supported the determination? R7-2-1050	N/A	
2. Did the cooperative have signed conflict-of-interest disclosures filed for any employee or nonemployee evaluation committee members? R7-2-1008 and R7-2-1015	N/A	Low Bid
3. If the cooperative used a qualified select bidders list to procure construction services, did the cooperative comply with requirements of R7-2-1101?	N/A	
4. If the cooperative used construction-manager-at-risk, design-build, or job-order-contracting to procure construction services, did the cooperative comply with the requirements of R7-2-1100 through R7-2-1115?	N/A	
5. If the cooperative procured goods and services using reverse auctions or electronic bidding, did the cooperative comply with the requirements of R7-2-1018, R7-2-1021, or R7-2-1041?	N/A	
6. For purchases made through the Simplified School Construction Procurement Program, did the cooperative follow the requirements of R7-2-1033? (Note: If the answer is “No,” the “Comments” should specifically indicate which requirements were not complied with.)	N/A	
7. If the cooperative used multi-term contracts for any of the contracts tested in question 1:		
a. Were the terms and conditions of renewal or extension, if any, included in the IFB or RFP? A.R.S. §15-213(K) and R7-2-1093	YES	
b. For materials or services and contracts for job-order-contracting construction services that were entered into for more than 5 years, did the cooperative determine in writing, before the procurement solicitation was issued, that a contract of longer duration would be advantageous to its members? A.R.S. §15-213(K) and R7-2-1093	YES	
8. Did the cooperative prevent additional purchases by new members that would materially change the volume of goods or services estimated in the original solicitation? R7-2-1011	N/A	

YES/NO	COMMENTS
YES	
For questions 10 and 11: If the cooperative had any emergency or sole source procurements, the audit firm must test <u>all</u> such procurements.	
N/A	
N/A	

From: Solicitations on behalf of solicitations@omniapartners.com
Bcc: "Ancrealestatemke@gmail.com"; "Ancrealestatemke@gmail.com"; "AOCONNOR@CJMLIGHTING.COM"; "mickyday@dkcontractors.net"; "ah@energysave.company"; "ah@energysave.company"; "ginaa@plattcon.net"; "amy@thefischercompanies.com"; "pepi.randolph@greenfire.com"; "kris@hvaproducts.com"; "jmxconstruction@yahoo.com"; "kennedy1eitg@gmail.com"; "amy_hagerty@hotmail.com"; "dina@rhdplumbing.com"; "tammy1729@aol.com"; "tammy1729@aol.com"; "mspence@rundle-spence.com"; "toki@tokiandassociates.com"; "andrea@calltricity.com"; "ultimatecontractorsllc@gmail.com"; "rbrehm@vyron.com"; "WREN.WORKS4U@GMAIL.COM"
Subject: HUB Notification - IFB #RC2022-1001, HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS, AND RELATED PRODUCTS AND SERVICES
Date: Wednesday, June 15, 2022 2:46:00 PM
Attachments: [image003.png](#)

Good afternoon,

In cooperation with Racine County, the following IFB was listed on our website:

IFB #RC2022-1001, HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS, AND RELATED PRODUCTS AND SERVICES

You may view a copy of this solicitation at <https://public.omniapartners.com/solicitations>.

If you have any questions, please follow the instructions provided in the IFB document.

If you are not interested or unable to fulfill the services outlined in this IFB, please disregard this e-mail.

Thank you,



<https://www.omniapartners.com/publicsector>

**ADDENDUM 1
INVITATION FOR BID
IFB #RC2022-1001
HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS,
AND RELATED PRODUCTS AND SERVICES**

This Addendum has been prepared by:
Racine County
Duane McKinney
Date: Wednesday July 6, 2022

To the Bidder of Record:

This Addendum is issued as stated in the original Invitation for Bid on page 2 in section B. to address questions received from Bidders in writing requesting clarification from Racine County on the specifications provided for the above subject bid and to correct an item in the solicitation. Acknowledge receipt of this addendum by entering the Addendum number and issue date on the space provided below.

Clarification

1. There is a modification included in this Addendum to correct a sentence located under Section B. Term. See below for details.

Questions and Answers

1. Question:
Attachment D – National Cooperative Contract states “The following documents are used in reviewing and administering national cooperative contracts and are included for Supplier’s review and bid.” Page 12 states: “The Successful Bidder(s) will be required to sign Attachment D – National Cooperative Contract to be Administered by OMNIA Partners, Exhibit B – Administration Agreement. Contractors should have any reviews required to sign the document prior to submitting a response.” Please confirm that the following documents are for Successful Bidder(s) and do not need be executed/signed and included with this proposal response:
 - Exhibit B – Administration Agreement, Example
 - Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example
 - Exhibit D – Principal Procurement Agency Certificate, Example
 - Exhibit E – Contract Sales Reporting Template
 - Exhibit F – Federal Funds Certifications

Racine County
IFB #RC2022-1001
HVAC Products, Installation, Labor Based Solutions, and Related Products and Services

- Exhibit G – New Jersey Business Compliance
- Exhibit H – Advertising Compliance Requirement

Answer: The following documents are informational only:

- *Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example*
- *Exhibit D – Principal Procurement Agency Certificate, Example*
- *Exhibit E – Contract Sales Reporting Template*
- *Exhibit H – Advertising Compliance Requirement*

The documents below are to be completed by the Successful Bidder(s). While the documents below do not need to be submitted as part of the Bidder's initial response, it may quicken the award process if they are included:

- *Exhibit B – Administration Agreement, Example*
- *Exhibit F – Federal Funds Certifications*
- *Exhibit G – New Jersey Business Compliance*

2. Question:
Please confirm that there is no specific Value Add requirement and no scoring associated with Value Add.

Answer: There is no specific Value Add requirement and no scoring associated with Value Add products and/or services.

3. Question:
Please confirm if “G.ADDITIONAL DATA WITH BID, Bidders may include any additional information deemed advantageous to Racine County” should be submitted within the main body of the Complete Bid Package or if this information needs to be submitted under separate cover in the Value Add area on Demand Star

Answer: Yes, Bidders may include any additional information deemed advantageous to Racine County with their bid. This can be submitted either within the main body of the Complete Bid Package or as a separate cover/area in Demand Star.

4. Question:
Please provide clarification on the Supplemental Documents/Added Value upload area and if there is any scoring associated with a separate Added Value.

Answer: See Answers to Questions 2 and 3 above. There is no separate scoring associated with Added Value products and/or services.

Modification

1. Page 13 - Remove the first sentence of Section B. Term and replace with the following:

Racine County
IFB #RC2022-1001
HVAC Products, Installation, Labor Based Solutions, and Related Products and Services

The term of the Master Agreement will be for five (5) years following the contract award date with the option to renew for one (1) additional five (5) year period.

The rest of this section shall remain.

This Addendum is three (3) pages in its entirety with no additional attachments.

Please sign, date and attach a copy of this Addendum to your bid.

Firm: _____

Signature: _____

Date: _____

Clarification #1

**INVITATION FOR BID
IFB #RC2022-1001
HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS,
AND RELATED PRODUCTS AND SERVICES**

Clarifications

1. E. Price List for Additional Products references Bidders attaching to the Bid Form one (1) copy of one (1) price list or retail price sheet, clearly marking the column to which the discount is applied for each item. This may be done utilizing Section A Product Pricing from the Bid Form. Should a different form be attached to the Bid Form to price additional products, Bidder's should ensure that the necessary discount and other pertinent information is included as outlined in the solicitation.
2. For the format of submitting the required documents and information in Step-One: Pricing may either be submitted as a single merged document (with the other required documents in Step-One) or as a separate document (so long as all of the requested information is submitted by the due date and time).

June 29, 2022

**INVITATION FOR BID PRE-BID MEETING
IFB # [RC2022-1001]**

**HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS, AND
RELATED PRODUCTS AND SERVICES**

**Pre-bid meeting was held via Microsoft Teams on June 29, 2022 at
10:00 am.**

In Attendance:

Name	Company	Email
Duane McKinney	Racine County	Duane.McKinney@racinecounty.com
Jessica Goforth	Omnia Patrnrs	Jessica.Goforth@omniapartners.com
Brenda Figlioli	Ram Air Engineering	bfiglioli@ramair.net
Jeremy Lee	Trane	Jeremy.Lee@trane.com
Greg Spencer	Trane	GSSPENCER@TRANE.COM
Mary Corbett	Trane	Mary.Corbett@tranetechnologies.com
Christopher Teller	Trane	CTeller@trane.com
Eric Rose	Ram Air Engineering	erose@ramair.net
Tina Hackbarth-Bossen	Trane	Tina.Bossen@trane.com
Andrea Fasciano	Helm Mechanical	afasciano@helmgroupp.com
David Cellini	Diversified Thermal Services	davidc@dthermal.net

Sincerely,

Duane McKinney
Racine County Purchasing Manager

RC2022-1001 Times stamp bid responses

Home > Bids > HVAC Products, Installation, Labor Based Solutions, and Related Products and Services for Racine County and other municipal governments and local public agencies. Update Bid

Bid Details Awardee Management Audit Trail Watchers List Planholders Postbid Viewers eBid Responses Broadcast History Tabulation Sheet

eBid Response

Add Response

Supplier

Date ▾ 7/1

Trane
Responded Date : 07/20/2022

J. F. Ahern Co.
Responded Date : 07/06/2022

Trane Canada ULC
Responded Date : 06/28/2022

Trane
Responded Date : 06/15/2022

Supplier Details

Supplier Name: Trane
Address: 800 E Beaty Street , Davidson, North Carolina 28036
Phone Number: 469-442-6055
Bid Response Date: 07/20/2022 2:11 PM Central
Bid Amount: 0
Response Status: Complete

Required Documents

- Complete Bid Package(Electronic/Online)
- W-9(Electronic/Online)

Edit eBid Response View History Download Entire Bid Package

Home > Bids > HVAC Products, Installation, Labor Based Solutions, and Related Products and Services for Racine County and other municipal governments and local public agencies. Update Bid

Bid Details Awardee Management Audit Trail Watchers List Planholders Postbid Viewers eBid Responses Broadcast History Tabulation Sheet

eBid Response

Add Response

Supplier

Date ▾ 7/1

Trane
Responded Date : 07/20/2022

J. F. Ahern Co.
Responded Date : 07/06/2022

Trane Canada ULC
Responded Date : 06/28/2022

Trane
Responded Date : 06/15/2022

Supplier Details

Supplier Name: J. F. Ahern Co.
Address: 3201 W Canal Street , Milwaukee, Wisconsin 53208
Phone Number: 414-921-7580
Bid Response Date: 07/06/2022 9:32 AM Central
Bid Amount: 0
Response Status: Complete
Notes: Courtesy notification - we will not be providing a bid for this RFP.

Required Documents

- Complete Bid Package(Not Submitting)
- W-9(Not Submitting)

Edit eBid Response View History (No document uploaded)

Planholders

Supplier (17)

Supplier

Builders Exchange of WI
Carrier Corporation
Diversified Thermal Services
Dodge Data
EGI Mechanical Inc.
Helm Mechanical/Helm Service
J. F. Ahern Co.
La Crosse Builders Exchange
Lee Plumbing Mechanical contractors inc.
OMNIA Partners
Ram Air Engineering, Inc
Siemens Industry Inc
Southport Engineering Systems
The Daily Reporter
Trane
Trane Technologies
Trane Technologies

Albany Times Union
News Plaza
Box 15000
Albany, New York 12212

OMNIA PARTNERS
840 CRESCENT CENTRE DR #600
FRANKLIN, TN 37067

Account Number: 600131948
Order Number: 0004210044
Order Invoice Text: OMNIA Partners

D LaCoppola / T Duquette / C Finnegan / A Tunstall of the city of Albany, being duly sworn, says that he/she is principal Clerk of THE TIMES UNION, a daily newspaper printed in the county of Albany, Town of Colonie, and Published in the County of Albany, Town of Colonie and the city of Albany, aforesaid and that notice of which a printed copy is annexed has been regulary published in the said ALBANY TIMES UNION on the following dates

06-15-2022

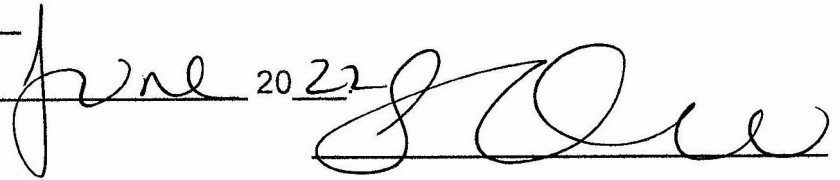


06/15/2022

Denise R. LaCoppola

SUSAN QUINE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01QU6396414
Qualified in Rensselaer County
My Commission Expires 08-19-2023

Sworn to before me, this 15 day of June 2022



Notary Public
Albany County

Racine County, Wisconsin is requesting sealed bids from qualified contractors to provide HVAC Products, Installation, Labor Based Solutions, and Related Products and Services (IFB No. RC2022-1001). In order to be considered, the Bidder must complete and submit a bid to Racine County, Wisconsin in accordance with the solicitation documentation available at: <https://www.racinecounty.com/departments/finance/purchasing-rps-and-bids>.

Meeting Date: 05/14/2024 Item #11.

VIRTUAL PRE-BID MEETING:

Wednesday June 29, 2022, 10:00 am local time. Contact Duane McKinney to obtain dial in information.

BID DUE DATE:

JULY 21, 2022, BEFORE 1:00 PM local time. Contact Duane McKinney, Racine County Purchasing Manager, 262-636-3700 or Duane.McKinney@racinecounty.com.

TU1t 4210044

This is not an invoice

PNI-Arizona Business Gazette

AFFIDAVIT OF PUBLICATION

OMNIA PARTNERS
840 CRESCENT CENTRE DR # 600
FRANKLIN, TN 37067-4687

Racine County, Wisconsin is requesting sealed bids from qualified contractors to provide HVAC Products, Installation, Labor Based Solutions, and Related Products and Services (IFB No. RC2022-1001). In order to be considered, the Bidder must complete and submit a bid to Racine County, Wisconsin in accordance with the solicitation documentation available at: <https://www.racinecounty.com/departments/finance/purchasing-rfps-and-bids>.
VIRTUAL PRE-BID MEETING:
Wednesday June 29, 2022, 10:00 am local time. Contact Duane McKinney to obtain dial in information.
BID DUE DATE:
JULY 21, 2022, BEFORE 1:00 PM local time. Contact Duane McKinney, Racine County Purchasing Manager, 262-434-3700 or Duane.McKinney@racinecounty.com.
Pub: June 16, 2022

This is not an invoice

Order # 0005286705 # of Affidavits 1

P.O #

Issues Dated:

06/16/22

STATE OF WISCONSIN } SS.
COUNTY OF BROWN }

I, being first duly sworn, upon oath deposes and says: That I am the legal clerk of the Arizona Republic, a newspaper of general circulation in the counties of Maricopa, Coconino, Pima and Pinal, in the State of Arizona, published weekly at Phoenix, Arizona, and that the copy hereto attached is a true copy of the advertisement published in the said paper in the issue(s) dated indicated.

Manuel Verhagen
Sworn to before me this

16 TH day of
JUNE 2022

Kathleen Allen

Notary Public

My Commission expires: 1-7-25

KATHLEEN ALLEN
Notary Public
State of Wisconsin

PO BOX 271693
SALT LAKE CITY UTAH 84127
FED. TAX I.D.# 87-0128317
801-204-6910



PROOF OF PUBLICATION

CUSTOMER'S COPY

CUSTOMER NAME AND ADDRESS

OMNIA Partners
OMNIA Partners
840 Crescent Centre Dr #600
Franklin, TN 37067

ACCOUNT NUMBER

56342

ACCOUNT NAME

OMNIA Partners

TELEPHONE

615-786-1149

ORDER #

DN0016625

CUSTOMER REFERENCE NUMBER

RC2022-1001

CAPTION

REQUEST FOR PROPOSALS Racine County, Wisconsin is requesting sealed bids from qualified contractors to provide HVAC Products, Installation, Labor Based Solutions, and Related Products and Services (IFB No.

TOTAL COST

\$40.56

REQUEST FOR PROPOSALS

Racine County, Wisconsin is requesting sealed bids from qualified contractors to provide HVAC Products, Installation, Labor Based Solutions, and Related Products and Services (IFB No. RC2022-1001). In order to be considered, the Bidder must complete and submit a bid to Racine County, Wisconsin in accordance with the solicitation documentation available at: <https://www.racine-county.com/departments/finance/purchasing-rfps-and-bids>.

VIRTUAL PRE-BID MEETING:
Wednesday June 29, 2022, 10:00 am local time. Contact Duane McKinney to obtain dial in information.

BID DUE DATE:
JULY 21, 2022, BEFORE 1:00 PM local time. Contact Duane McKinney, Racine County Purchasing Manager, 262-636-3700 or Duane.McKinney@racinecounty.com.
DN0016625

AFFIDAVIT OF PUBLICATION

AS THE DESERET NEWS, INC. LEGAL BOOKER, I CERTIFY THAT THE ATTACHED ADVERTISEMENT OF LEGAL NOTICE FOR OMNIA PARTNERS WAS PUBLISHED BY DESERET NEWS, INC., WEEKLY NEWSPAPER PRINTED IN THE ENGLISH LANGUAGE WITH GENERAL CIRCULATION IN UTAH, AND PUBLISHED IN SALT LAKE CITY, SALT LAKE COUNTY IN THE STATE OF UTAH. NOTICE IS ALSO POSTED ON UTAHLEGALS.COM ON THE SAME DAY AS THE FIRST NEWSPAPER PUBLICATION DATE AND REMAINS ON UTAHLEGALS.COM INDEFINITELY. COMPLIES WITH UTAH DIGITAL SIGNATURE ACT UTAH CODE 46-2-101; 46-3-104.

PUBLISHED ON 06/17/2022

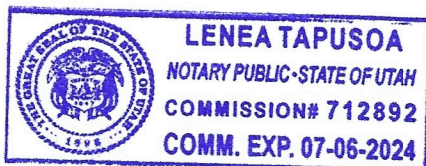
DATE 06/21/2022

STATE OF UTAH
COUNTY OF Salt Lake

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 21st DAY OF JUNE IN THE YEAR 2022

BY KARYN VIGIL

SIGNATURE



NOTARY PUBLIC SIGNATURE

AFFIDAVIT OF PUBLICATION



DJCOREGON

11 NE Martin Luther King Jr. Blvd. Suite 201 / Portland, OR 97232-3579
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Nick Bjork**, being first duly sworn, depose and say that I am a **Publisher** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

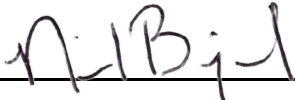
Case Number: NOT PROVIDED
HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS, AND RELATED PRODUCTS AND SERVICES
Racine County, Wisconsin; Bid Location Racine County; Due 07/21/2022 at 01:00 PM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

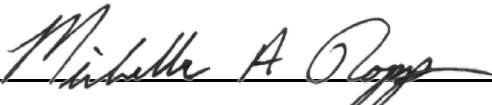
6/15/2022

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE **16th** DAY OF **June**, 2022



Nick Bjork



Notary Public-State of Oregon

RACINE COUNTY, WISCONSIN
HVAC PRODUCTS, INSTALLATION,
LABOR BASED SOLUTIONS, AND
RELATED PRODUCTS AND SERVICES
Bids due 1:00 pm, July 21, 2022
REQUEST FOR BIDS

Racine County, Wisconsin is requesting sealed bids from qualified contractors to provide HVAC Products, Installation, Labor Based Solutions, and Related Products and Services (IFB No. RC2022-1001). In order to be considered, the Bidder must complete and submit a bid to Racine County, Wisconsin in accordance with the solicitation documentation available at: <https://www.racinecounty.com/departments/finance/purchasing-rfps-and-bids>.

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JULY 21, 2022, BEFORE 1:00 PM local time. Contact Duane McKinney, Racine County Purchasing Manager, 262-636-3700 or Duane.McKinney@racinecounty.com.
Published Jun. 15, 2022. 12128252



Susan Passman
Omnia Partners
840 Crescent Centre Dr Ste 600
Franklin, TN 37067-4687

Order No.: 12128252
Client Reference No:

*** Proof of Publication ***

Meeting Date: 05/14/2024 Item #11.

HELENA INDEPENDENT RECORD
2222 Washington St
Helena, MT 59602
Ph: (406) 447-4000

Racine County, Wisconsin is requesting sealed bids from qualified contractors to provide HVAC Products, Installation, Labor Based Solutions, and Related Products and Services (IFB No. RC2022-1001). In order to be considered, the Bidder must complete and submit a bid to Racine County, Wisconsin in accordance with the solicitation documentation available at: <https://www.racinecounty.com/departments/finance/purchasing-rfps-and-bids>.

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JULY 21, 2022, BEFORE 1:00 PM local time. Contact Duane McKinney, Racine County Purchasing Manager, 262-636-3700 or Duane.McKinney@racinecounty.com.
June 15, 2022 #109717 **MNAXLP**

OMNIA Partners
Susan Passman
840 Crescent Centre Dr Suite 600
Franklin, TN 37067

ORDER NUMBER 109717

The undersigned, being duly sworn, deposes and says. That she is the principal clerk of The Helena Independent Record, a newspaper of general circulation published daily in the City of Helena, in the County of Lewis & Clark, State of Montana, and has charge of the Advertisements thereof.

Mark below if certification for the State of Montana
_____ I hereby certify that I have read sec. 18-7-204 and 18-7-205, MCA, and subsequent revisions, and declare that the price or rate charged the State of Montana for the publication for which claim is made in printed copy in the amount of \$ _____ is not in excess of the minimum rate charged any other advertiser for publication of advertisement, set in the same size type and published for the same number of insertions, further certify that this claim is correct and just in all respects, and that payment or credit has not been received.

Connie Lar

STATE OF MONTANA
County of Lewis & Clark

On this day of June 15, 2022 before me, the undersigned, a Notary Public for the State of Montana, personally appeared Connie Lar known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

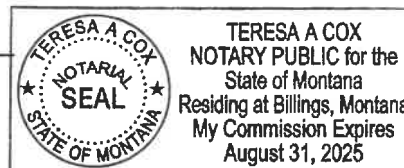
Section: Legal
Category: 0701 Legals Helena
PUBLISHED ON: 06/15/2022

TOTAL AD COST: 70.48

FILED ON: 6/15/2022

Teresa A Cox
NOTARY PUBLIC for the State of Montana
Residing at Billings, MT

My commission expires: 8/31/2025



Certificate of the Publisher

The Herald-News

Description:RC2022-1001 HVAC PRODUCTS
1989890
RC2022-1001

OMNIA PARTNERS
#600
840 CRESCENT CENTRE DR
FRANKLIN TN 37067

Shaw Media certifies that it is the publisher of The Herald-News.
The Herald-News is a secular newspaper, has been continuously published daily for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City of Joliet, County of Will, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5.

A notice, a true copy of which is attached, was published 1 time(s) in The Herald-News, namely one time per week for one successive week(s). Publication of the notice was made in the newspaper, dated and published on 06/15/2022

This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

In witness, Shaw Media has signed this certificate by J. Tom Shaw, its publisher, at Joliet, Illinois, on 15th day of June, A.D. 2022

Shaw Media By:



J. Tom Shaw, Publisher

Account Number 10174037

Amount \$78.14

PUBLIC NOTICE

Racine County, Wisconsin is requesting sealed bids from qualified contractors to provide HVAC Products, Installation, Labor Based Solutions, and Related Products and Services (IFB No. RC2022-1001). In

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BID DUE DATE: JULY 21, 2022, BEFORE 1:00 PM local time. Contact Duane McKinney, Racine County Purchasing Manager, 262-636-3700 or Duane.McKinney@racinecounty.com.

(Published in Herald-News June 15, 2022)1989890

AFFIDAVIT OF PUBLICATION

IN THE MATTER OF
(IFB No. RC2022-1001) HVAC Products, Installation,
Labor Based Solutions, and Related Products and Services

}
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}

STATE OF HAWAII }
} SS.
City and County of Honolulu }

Doc. Date: JUN 15 2022 # Pages: 1
Notary Name: COLLEEN E. SORANAKA First Judicial Circuit
Doc. Description: Affidavit of Publication
Notary Signature: [Signature] Date: JUN 15 2022
Notary Public Seal: COLLEEN E. SORANAKA, NOTARY PUBLIC, No. 90-263, STATE OF HAWAII

Racine County, Wisconsin is requesting sealed bids from qualified contractors to provide HVAC Products, Installation, Labor Based Solutions, and Related Products and Services (IFB No. RC2022-1001). In order to be considered, the Bidder must complete and submit a bid to Racine County, Wisconsin in accordance with the solicitation documentation available at: https://www.racinecounty.com/departments/finance/purchasing-rfps-and-bids.
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Lisa Sakakida being duly sworn, deposes and says that she is a clerk, duly authorized to execute this affidavit of Oahu Publications, Inc. publisher of The Honolulu Star-Advertiser, MidWeek, The Garden Island, West Hawaii Today, and Hawaii Tribune-Herald, that said newspapers are newspapers of general circulation in the State of Hawaii, and that the attached notice is true notice as was published in the

- Honolulu Star-Advertiser 1 times on: 06/15/2022
MidWeek 0 times on:
The Garden Island 0 times on:
Hawaii Tribune-Herald 0 times on:
West Hawaii Today 0 times on:
Other Publications: 0 times on:

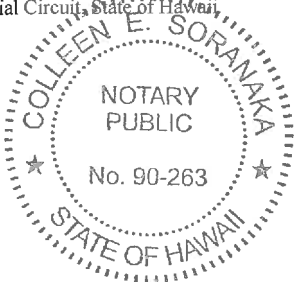
And that affiant is not a party to or in any way interested in the above entitled matter.

[Signature]
Lisa Sakakida

Subscribed to and sworn before me this 15th day of June A.D. 2022

Colleen E. Soranaka, Notary Public of the First Judicial Circuit, State of Hawaii
My commission expires: Jan 06 2024

Ad # 0001375570



ICSP NO.: _____



AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, the Newspaper Representative at the HOUSTON CHRONICLE, a daily newspaper published in Harris County, Texas, and generally circulated in the Counties of: HARRIS, TRINITY, WALKER, GRIMES, POLK, SAN JACINTO, WASHINGTON, MONTGOMERY, LIBERTY, AUSTIN, WALLER, CHAMBERS, COLORADO, BRAZORIA, FORT BEND, GALVESTON, WHARTON, JACKSON, and MATAGORDA and that the publication, of which the annexed herein, or attached to, is a true and correct copy, was published to-wit:

OMNIA PARTNERS
RAN A LEGAL NOTICE
SIZE BEING: 1 x27 L

0034206181

Product	Date	Class	Page
HCN Cypress Creek Champions	Jun 15 2022	Bids and Proposals	A 11
HCN Cypress Creek Cypress	Jun 15 2022	Bids and Proposals	
HCN Tomball Potpourri	Jun 15 2022	Bids and Proposals	
HCN Cypress Creek Champions	Jun 22 2022	Bids and Proposals	A 13
HCN Cypress Creek Cypress	Jun 22 2022	Bids and Proposals	
HCN Tomball Potpourri	Jun 22 2022	Bids and Proposals	

Victoria Bond A/R Club
NEWSPAPER REPRESENTATIVE

Sworn and subscribed to before me, this 22nd Day of June A.D. 2022



[Handwritten Signature]

Notary Public in and for the State of Texas

Racine County, Wisconsin is requesting sealed bids from qualified contractors to provide HVAC Products, Installation, Labor Based Solutions, and Related Products and Services (IFB No. RC2022-1001). In order to be considered, the Bidder must complete and submit a bid to Racine County, Wisconsin in accordance with the solicitation documentation available at: <https://www.racinecounty.com/departments/finance/purchasing-rfps-and-bids>.

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STATE OF MAINE

County of Kennebec
City of AUGUSTA

Being duly sworn, says he/she is Stephanie Hallee *Stephanie Hallee*
Of the Kennebec Journal/Morning Sentinel, daily newspapers in the City of Augusta /
Waterville, State of MAINE:

PUBLIC NOTICE:

Racine County, Wisconsin is requesting sealed bids from qualified contractors to provide HVAC Products, Installation, Labor Based Solutions, and Related Products and Services (IFB No. RC2022-1001). In order to be considered, the Bidder must complete and submit a bid to Racine County, Wisconsin in accordance with the solicitation documentation available at:

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BID DUE DATE:

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Has been published in the said Kennebec Journal:

06/15/22, 06/16/22, 06/17/22

Has been published in the said Morning Sentinel:

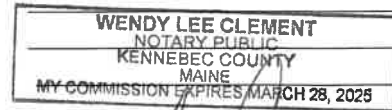
06/15/22, 06/16/22, 06/17/22

Subscribed and sworn before me this:

06/17/22

Wendy Lee Clement

My Commission Expires



Wendy Lee Clement

Name OMNIA Partners
Caption: Racine County, Wisconsin
Ad Number 0357698

TO ADVERTISE: Call 1-800-366-5600

CLASS

Wednesday, June 15, 2022

Public Notices

Public Notices are a permanent and independent record of government and court actions. These include state and local government meetings, rule making, available contracts, zoning changes, and many more, as required by law. In addition, parties to some court proceedings, such as foreclosures, probate, and estate actions are required to publish notices to ensure notification of affected parties, as well as the general public. These notices also alert business owners, large and small, to potential government contractual jobs helping to ensure economic activity across a level playing field. Public notices have existed to ensure transparency in all levels of government since the founding of the United States.

State and local notices are published in Maine newspapers and are also recorded at mainenotices.com, where anyone can browse or search notices, and sign up to receive email alerts when relevant notices appear.

ANNOUNCEMENTS

Public Notices

Public Notice

ADVERTISEMENT FOR BIDS ASHLAND FOREST SERVICE

Agriculture, Conservation & Forestry Regional Headquarters, 45 Radar Rd, Ashland, Maine request sealed bids for New Siding & Window Replacement, BGS Project 3420.

Bids along with a Bid Bond are to be submitted in sealed envelopes only, plainly marked "Bids for New Siding & Window Replacement Project"; and addressed to Peter Pelletier, Regional Forest Ranger, AFC, 45 Radar Rd, Ashland, Maine 04732, received no later than 2:00 PM July 6, 2022. Bids received after that date and time will be returned unopened.

The mandatory pre-bid conference starts at 10:00 AM July 22, 2022 at the project site.

Full set only of bid documents will be available on or about June 8, 2022 at no cost from: Robert J. Kervin Architect, 896 Bangor Street, Bangor, ME 04401.

Public Notices

MDEP, Central Maine Regional Office, 17 State House Station, Augusta, Maine 04333.

Public Notice

NOTICE OF PUBLIC SALE

Notice is hereby given that in accordance with the Judgment of Foreclosure and Sale entered February 2, 2022, in the action entitled Carrington Mortgage Services, LLC v. Roberta Morrison, by the Maine District Court, Division of Skowhegan, Docket No. SKODC-RE-19-12, wherein the Court adjudged the foreclosure of a mortgage granted by Norman Morrison Sr and Roberta Morrison, mortgagors, to Mortgage Electronic Registration Systems, Inc., as Mortgagee, as nominee for Family First Mortgage Corp, its successors and/or assigns, dated October 12, 2005 and recorded in the Somerset County Registry of Deeds in Book 3574, Page 126, should the period of redemption have expired without redemption of the property by the mortgagors, a public sale of the property described in the mortgage will be conducted on

July 18, 2022 commencing at 10:00 AM at the Office of Brock & Scott, PLLC, 190 U.S. Route One.

Public Notices

2nd Floor-Rear, Falmouth, ME 04105
ATTENTION: TO BE ADMITTED TO AND PARTICIPATE AT THE FORECLOSURE SALE, ALL ATTENDEES MUST WEAR AN ACCEPTABLE FACE COVERING.

The property is located at 525 Troy Road, Detroit, ME 04929, in Somerset County, reference as described in said mortgage.

The sale will be by public auction. All bidders for the property will be required to make a deposit of \$5,000.00 in cash, certified or bank check at the time of the public sale made payable to Brock & Scott, PLLC, which deposit is non-refundable as to the highest bidder. The balance of the purchase price shall be paid within thirty (30) days of the public sale. In the event a representative of Carrington Mortgage Services, LLC is not present at the time and place stated in this notice, no sale shall be deemed to have occurred and all rights to reschedule a subsequent sale are reserved.

Additional terms will be announced at the public sale.

Carrington Mortgage Services, LLC by its attorneys, Brock & Scott, PLLC John Michael Ney, Jr, Esq.

Public Notices

Sonia J. Buck, Esq., 1080 Main Street, Suite 200 Pawtucket, RI 02860

Public Notice

Racine County, Wisconsin

is requesting sealed bids from qualified contractors to provide HVAC Products, Installation, Labor Based Solutions, and Related Products and Services (IFB No. RC2022-1001). In order to be considered, the Bidder must complete and submit a bid to Racine County, Wisconsin in accordance with the solicitation documentation available at: <https://www.racinecounty.com/departments/finance/purchasing-rfps-and-bids>.

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JULY 21, 2022, BEFORE 1:00 PM local time. Contact Duane McKinney, Racine County Purchasing Manager, 262-636-3700 or Duane.McKinney@racinecounty.com.

Public Notice

State of Maine NOTICE OF INTENT TO PARTICIPATE IN COOPERATIVE RFP #072822 Communications

Public Notices



Notice of Formal ON-DEMAND VIRTUAL PUBLIC MEETING Augusta

To discuss the replacement of the Western Avenue / I95 Bridge #5808 in Augusta carrying Route 17 / 202 over I-95.

Access to this and all other Virtual Public Meetings are available at <http://mainedot.gov/vpi>

This meeting gives the opportunity for public comment.

MaineDOT will have an on-demand presentation available that will act as our Formal Public Meeting. This meeting will give information about the proposed project, including presentations and other pertinent information to help the public understand the project. These on-demand meetings allow for increased project transparency and public input.

Special Administrator of the Estate of Corrine R. Farrar, et al., by the Augusta District Court, Docket No. RE-19-79, wherein the Court adjudged the foreclosure of a mortgage granted by Corrine R. Farrar to Ameriquist Mortgage Company dated June 22, 2005 and recorded in the Kennebec County Registry of Deeds in Book 8481, Page 20, the period of redemption having expired, a public sale of the property described in the mortgage will be conducted on

July 7, 2022 at 10:00 AM At Holiday Inn by the Bay, 88 Spring Street, Portland, Maine

The property is located at 156 Annabessacook Road, North Monmouth, Maine, as described in said mortgage. The sale will be by public auction. All bidders for the property will be required to make a deposit of \$5,000.00 in certified or bank check at the time of the public sale made payable to Bendett & McHugh, P.C., which deposit is non-refundable as to the highest bidder. The balance of the purchase price shall be paid within sixty (60) days of the public sale. In the event a representative of the mortgagee is not present at the time and place stated in this notice, no sale shall be deemed to have occurred and all rights to reschedule a

Public Notice
Racine County, Wisconsin
is requesting sealed bids from qualified contractors to provide HVAC Products, Installation, Labor Based Solutions, and Related Products and Services (IFB No. RC2022-1001). In order to be considered, the Bidder must complete and submit a bid to Racine County, Wisconsin in accordance with the solicitation documentation available at: <https://www.racinecounty.com/departments/finance/purchasing-rfps-and-bids>.

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Public Notice

REQUEST FOR PROPOSALS
The Northern New England Passenger Rail Authority (hereinafter referred to as "NNEPRA") of Portland, Maine,

Public Notice

REQUEST FOR PROPOSALS

The Northern New England Passenger Rail Authority (hereinafter referred to as "NNEPRA") of Portland, Maine,

paper copy and one electronic copy of a Letter of Interest with a Statement of Qualifications which includes the firm's response to each of the following criteria.
A. qualifications to undertake this project;
B. documented experience with budgets, estimating, and project cost control;
C. list of projects that demonstrate the firm's capabilities;
D. list of recently completed work of similar type and size projects, with client contact information for each project;
E. organization of team and profiles of key personnel who would be involved in the project;
F. statement of current workload and ability to absorb the project; and
G. list of business references other than those listed above.

CREDITORS
18-C
M.R.S. §3-801(1)

ME 04927
22-367

The following Representative Meeting Date: 05/14/2024 Item #11.

Representative have been appointed in the Estates noted. The first publication date of this notice is June 16, 2022. If you are a creditor of an Estate listed below, you must present your claim within four months of the first publication date of this Notice to Creditors or be forever barred.

You may present your claim by filing a written statement of your claim on a proper form with the Register of Probate of this Court or by delivering or mailing to the Personal Representative listed below at the address published by the Personal Representative's name a written statement of the claim indicating

Myers, FL 335
22-368 E
Linda B. Ma
late of Winth
MacDonald,
Bena Redm
Bend, OR 977
22-369 E
Martha L. P
of Waterville,
Priest, 47 Plea
Ave., Water
04901.
22-372 Es
David E. Runi
of Albion; C
Rundlett, PO
Albion, ME 04
22-375 Es
Bruce H. Hai
of Mt. Vernon
H. Hamill, 281
Rd., Topsh
04086.
22-378 Es
Georgia Gu
Lucas, 2319 M

Town of Wayne Selectboard
Public Hearing Notice

The Town of Wayne will hold a Public Hearing on **Tuesday, June 28, 2022, at 6:30 PM**, at the **Ladd Recreation Center** to discuss an application being submitted to the State of Maine CDBG program for an Economic Development Program Grant.

The purpose of the request is to expand **Cobbie's Corner Store**. Public comments will be solicited at this Hearing and will be submitted as part of the application's required documentation. All persons wishing to make comments or ask questions about the proposal are invited to attend this Public Hearing. Comments may be submitted in writing to the **Town Manager, P.O. Box 400, Wayne, ME 04284**, or by email to: townmanager@waynemaine.org at any time prior to the Public Hearing. TDD/TTY users may call (711). If you are physically unable to access any of the Town's programs or services, please contact the Town Manager by phone: at (207) 685-4983 or by email at townmanager@waynemaine.org, so that accommodations can be made.




Choose VA

VA Maine Healthcare Job Fair
Sat., June 18, 2022 • 9 a.m. - Noon
One VA Center - Bldg 205, Augusta, ME 04330

Assistance with the application process.
Veterans bring your DD-214 or disability letter.

****** WE ARE HIRING FOR ******

Housekeeping Aide
<https://www.usajobs.gov/job/648081700>

Nutrition & Food Service Workers
<https://www.usajobs.gov/job/637229100>

Nursing Assistants
<https://www.usajobs.gov/job/63649690>

Sterile Processing Technicians
<https://www.usajobs.gov/job/640233800>

Visit the above URLs for Full Job Descriptions.
Apply online at: www.usajobs.gov

For assistance with any application process, please email: VAMaineHires@va.gov

- or -
Call 207-623-8411 ext. 4254 or 4837

A career with the U.S. Government provides employees with a comprehensive benefits package. As a Federal employee, you and your family will have access to a range of benefits that are designed to make your Federal career very rewarding.
Visit: <https://www.vacareers.va.gov/Benefits/EmploymentBenefits>

VA Maine Healthcare does not discriminate in employment based on race, color, religion, sex (including pregnancy and gender identity), national origin, political affiliation, sexual orientation, marital status, disability, genetic information, age, membership in an employee organization, retaliation, parental status, military service, or other non-merit factor. VHA health care personnel (HCP) are required to be fully vaccinated against COVID-19 subject to such accommodations as required by law (i.e., medical, religious or pregnancy). Additional information is available to applicants during the recruitment process.

TO ADVERTISE: Call 1-800-366-56

CLASS

Friday, June 17, 2022

Public Notices

Public Notices are a permanent and independent record of government and court actions. These include state and local government meetings, rule making, available contracts, zoning changes, and many more, as required by law. In addition, parties to some court proceedings, such as foreclosures, probate, and estate actions are required to publish notices to ensure notification of affected parties, as well as the general public. These notices also alert business owners, large and small, to potential government contractual jobs, helping to ensure economic activity across a level playing field. Public notices have existed to ensure transparency in all levels of government since the founding of the United States.

State and local notices are published in Maine newspapers and are also recorded at mainenotices.com, where anyone can browse or search notices, and sign up to receive email alerts when relevant notices appear.

ANNOUNCEMENTS

Public Notices

Public Notice
"Notice Crooker Construction, LLC. intends to blast ledge at their Alna Quarry on Tuesday June 28th, weather permitting or on the next available good day between the hours of 9am and 4pm.

Public Notice

NOTICE OF PUBLIC HEARING
The Manchester Board of Selectman

Public Notices

will hold a public hearing on Tuesday, June 28, 2022 at 6:00PM at the Town Office or ZOOM to hear public comments concerning the following:
* An application for License to change from Medical Marijuana Use to Retail Adult Use at 767 Western Avenue.
For more information, contact the Manchester Town Office at 622-1894.

Public Notice

NOTICE TO CONTRACTORS INVITATION FOR BIDS

The Bureau of General Services is conducting a competitive bid process for the Roof Replacement at Bolton Hill Office Building in Augusta, Maine.

Bids will be opened and read aloud by the Bureau of General Services at 2:00 p.m. 07 July 2022.

The detailed Notice to Contractors is on the Bureau of General Services website: <https://www.maine.gov/dafs/bgs/business-opportunities>

Public Notice

NOTICE TO MOTHER, AMANDA LYNNE CONDON
STATE OF MAINE PROBATE COURT, FRANKLIN, SS
140 MAIN STREET - SUITE 6 FARMINGTON, ME 04938

Public Notices

Estate of ADILYNNE GRACE CONDON, of Jay, Maine, Docket No 2022-0063

A petition for Change of Name (Minor) has been filed by Michelle Lynne Iverson, now known as Michelle Lynn Wolf, requesting the name of Adilynne Grace Condon be changed to Adilynne Grace Wolf. This notice is directed to Amanda Lynne Condon, mother, last known address, 2 State Street, Augusta, ME 04330

This notice shall be published once a week for two successive weeks in the Kennebec Journal, with the first publication date to be June 17, 2022. Hearing date is July 6, 2022 at 10:00 AM

Name and address of Petitioner: Michelle Lynn Iverson, 446 Main Street, Apt. 7, Jay, ME 04239.

Dated: June 10, 2022
Heidi P. Jordan, Register of Probate
06/17/2022 and 06/24/2022

Public Notice

Racine County, Wisconsin
is requesting sealed bids from qualified contractors to provide HVAC Products, Installation, Labor Based Solutions, and Related Products and Services (IFB No. RC2022-1001). In order to be

Public Notices

considered, the Bidder must complete and submit a bid to Racine County, Wisconsin in accordance with the solicitation documentation available at: <https://www.racinecounty.com/departments/finance/purchasing-rfps-and-bids>.

VIRTUAL PRE-BID MEETING:

Wednesday June 29, 2022, 10:00 am local time. Contact Duane McKinney to obtain dial in information.

BID DUE DATE:

JULY 21, 2022, BEFORE 1:00 PM local time. Contact Duane McKinney, Racine County Purchasing Manager, 262-636-3700 or Duane.McKinney@racinecounty.com.

Public Notice

The Gardiner City Council

will hold a Public Hearing on Wednesday, June 22, 2022 6:00 p.m. to discuss proposed sewer rate increases of 4% for July 1, 2022 and 8% July 1, 2023.

EARN EXTRA CASH.

Deliver this Newspaper
Call 207-791-6001

Public Notices

OFFICE OF PROFESSIONAL AND OCCUPATIONAL REGULATION BOARD MEETINGS SCHEDULED FOR THE PERIOD 6/27/2022 THROUGH 7/10/2022

All regular meetings are open to members of the public for observation but not for participation. Public Hearings for rule making are open for public comment. If you plan to attend a meeting, please contact the office 24 hours in advance to confirm the meeting will take place as scheduled. For additional information or a copy of the agenda, please call (207) 624-8603 or go to the Board's website noted below.

The Department of Professional and Financial Regulation does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services or activities. Individual who need auxiliary aid for effective communication in programs and services of the Department should make their needs and preferences known to the Department's ADA Compliance

AFFIDAVIT OF PUBLICATION

Meeting Date: 05/14/2024 Item #11.

STATE OF NEVADA)
COUNTY OF CLARK) SS:

**OMNIA PARTNERS
#600
840 CRESCENT CENTRE DR
FRANKLIN TN 37067**

**Account # 191420
Ad Number 0001194915**

Leslie McCormick, being 1st duly sworn, deposes and says: That she is the Legal Clerk for the Las Vegas Review-Journal and the Las Vegas Sun, daily newspapers regularly issued, published and circulated in the City of Las Vegas, County of Clark, State of Nevada, and that the advertisement, a true copy attached for, was continuously published in said Las Vegas Review-Journal and / or Las Vegas Sun in 1 edition(s) of said newspaper issued from 06/15/2022 to 06/15/2022, on the following days:

06 / 15 / 22

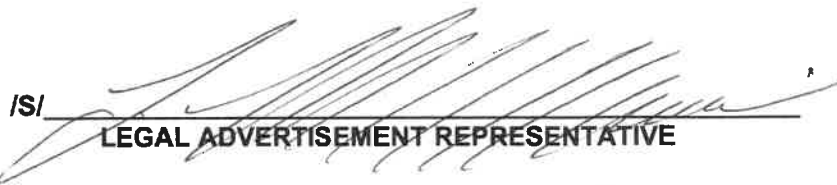
REQUEST FOR PROPOSALS

Racine County, Wisconsin is requesting sealed bids from qualified contractors to provide **HVAC Products, Installation, Labor Based Solutions, and Related Products and Services (IFB No. RC2022-1001)**. In order to be considered, the Bidder must complete and submit a bid to Racine County, Wisconsin in accordance with the solicitation documentation available at: <https://www.racinecounty.com/departments/finance/purchasing-rfps-and-bids>.

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PUB: June 15, 2022
LV Review-Journal

IS/ 
LEGAL ADVERTISEMENT REPRESENTATIVE

Subscribed and sworn to before me on this 15th day of June, 2022

Notary 



LOCALIQ

Observer-Dispatch
Times Telegram | New Jersey Herald
Times Herald-Record

PO Box 631643 Cincinnati, OH 45263-1643

PROOF OF PUBLICATION

Susan Passman
OMNIA Partners
840 Crescent Centre DR # 600
Franklin TN 37067-4687

STATE OF NEW JERSEY, COUNTY OF SUSSEX

The New Jersey Herald, a newspaper printed, published and of general circulation in the County of Sussex, State of New Jersey, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

06/15/2022

and that the fees charged are legal.
Sworn to and subscribed before on 06/15/2022

Nicole Jacobs

Legal Clerk

Sarah Bertelsen

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$19.59
Order No: 7373381 # of Copies:
Customer No: 721509 1
PO #: IFB No. RC2022-1001

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

SARAH BERTELSEN
Notary Public
State of Wisconsin

Racine County, Wisconsin is requesting sealed bids from qualified contractors to provide HVAC Products, Installation, Labor Based Solutions, and Related Products and Services (IFB No. RC2022-1001). In order to be considered, the Bidder must complete and submit a bid to Racine County, Wisconsin in accordance with the solicitation documentation available at: <https://www.racinecounty.com/departments/finance/purchasing-rfps-and-bids>.

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Richmond Times-Dispatch

Advertising Affidavit

Meeting Date: 05/14/2024 Item #11.

Account Number

6067881

300 E. Franklin Street
Richmond, Virginia 23219
(804) 649-6208

Date

June 15, 2022

OMNIA PARTNERS
840 CRESCENT CENTRE DRIVE
SUITE 600
FRANKLIN, TN 37067

Date	Category	Description	Ad Size	Total Cost
06/24/2022	Propos-Sld Bids-RFP	Racine County, Wisconsin is requesting sealed bids from qualif	2 x 15 L	145.00

Racine County, Wisconsin is requesting sealed bids from qualified contractors to provide HVAC Products, Installation, Labor Based Solutions, and Related Products and Services (IFB No. RC2022-1001). In order to be considered, the Bidder must complete and submit a bid to Racine County, Wisconsin in accordance with the solicitation documentation available at: <https://www.racinecounty.com/departments/finance/purchasing-rfps-and-bids>.

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**Publisher of the
Richmond Times-Dispatch**


This is to certify that the attached Racine County, Wisconsin was published by the Richmond Times-Dispatch, Inc. in the City of Richmond, State of Virginia, on the following dates:


06/15/2022

The First insertion being given ... 06/15/2022

Newspaper reference: 0001340830

Sworn to and subscribed before me this Wednesday, June 15, 2022


Notary Public


Billing Representative

State of Virginia
County of Hanover
My Commission expires _____

Richard A. Hundley
Notary Public
Commonwealth of Virginia
Notary Registration No. 7904041
Commission Exp. Jan 31, 2024

THIS IS NOT A BILL. PLEASE PAY FROM INVOICE. THANK YOU

SAN BERNARDINO COUNTY SUN

This space for filing stamp only

473 E CARNEGIE DR #200, SAN BERNARDINO, CA 92408
Telephone (909) 889-9666 / Fax (909) 884-2536

SUSAN PASSMAN
OMNIA PARTNERS
840 CRESCENT CENTRE DR #600
FRANKLIN, TN - 37067

SB #: 3593204

Racine County, Wisconsin is requesting sealed bids from qualified contractors to provide HVAC Products, Installation, Labor Based Solutions, and Related Products and Services (IFB No. RC2022-1001). In order to be considered, the Bidder must complete and submit a bid to Racine County, Wisconsin in accordance with the solicitation documentation available at: <https://www.racinecounty.com/departments/finance/purchasing-rfps-and-bids>.
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BID DUE DATE: JULY 21, 2022, BEFORE 1:00 PM local time. Contact Duane McKinney, Racine County Purchasing Manager, 262-636-3700 or Duane.McKinney@racinecounty.com.
6/15, 6/22/22

SBS-3593204#

PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California)
County of SAN BERNARDINO) ss

Notice Type: BID - NOTICE INVITING BIDS

Ad Description:
IFB No. RC2022-1001

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the SAN BERNARDINO COUNTY SUN, a newspaper published in the English language in the city of SAN BERNARDINO, county of SAN BERNARDINO, and adjudged a newspaper of general circulation as defined by the laws of the State of California by the Superior Court of the County of SAN BERNARDINO, State of California, under date 06/27/1952, Case No. 73081. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

06/15/2022, 06/22/2022

Executed on: 06/22/2022
At Riverside, California

I certify (or declare) under penalty of perjury that the foregoing is true and correct.



Signature



Email * A 0 0 0 0 0 6 0 5 1 5 6 1 *

STATE OF WASHINGTON -- KING COUNTY

--SS.

406624

No.

OMNIA PARTNERS

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

BC:HVAC PRODUCTS

was published on

06/15/22

The amount of the fee charged for the foregoing publication is the sum of \$92.75.



Affidavit of Publication

[Handwritten signature]

Subscribed and sworn to before me on

06/15/2022

[Handwritten signature]

Notary public for the State of Washington, residing in Seattle

State of Washington, King County

**Racine County,
Wisconsin
HVAC Products,
Installation, Labor
Based Solutions
Bid Date: July 21**

Racine County, Wisconsin is requesting sealed bids from qualified contractors to provide HVAC Products, Installation, Labor Based Solutions, and Related Products and Services (IFB No. RC2022-1001). In order to be considered, the Bidder must complete and submit a bid to Racine County, Wisconsin in accordance with the solicitation documentation available at: <https://www.racinecounty.com/departments/finance/purchasing-rfps-and-bids>.

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Date of publication in the Seattle Daily Journal of Commerce, June 15, 2022.

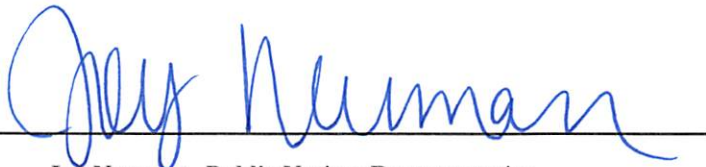
6/15(406624)

Publisher of
THE ADVOCATE

PROOF OF PUBLICATION

The hereto attached notice was published in
THE ADVOCATE, a daily newspaper of
general circulation published in Baton Rouge,
Louisiana, and the Official Journal of the
State of Louisiana, City of Baton Rouge, and
Parish of East Baton Rouge or published daily in
THE TIMES-PICAYUNE/
THE NEW ORLEANS ADVOCATE, in
New Orleans Louisiana, or published daily in
THE ACADIANA ADVOCATE in

06/15/22



Joy Newman, Public Notices Representative

Sworn and subscribed before me by the person
whose signature appears above

6/15/22



M. Monic McChristian,
Notary Public ID# 88293
State of Louisiana
My Commission Expires: Indefinite



OMNIA PARTNERS	77634
528 River Estates Pkwy	
ATTN: SUSAN PASSMAN	
Canton, GA 30115	

PUBLIC NOTICE

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77634-jun 15-1t



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
85724	272611	Print Legal Ad - IPL0076045	RC2022-1001	\$147.95	1	21 L

Attention: Susan Passman
OMNIA Partners
840 Crescent Centre Dr #600
Franklin, Tennessee 37067

REQUEST FOR BIDS
 Racine County, Wisconsin is requesting sealed bids from qualified contractors to provide HVAC Products, Installation, Labor Based Solutions, and Related Products and Services (IFB No. RC2022-1001). In order to be considered, the Bidder must complete and submit a bid to Racine County, Wisconsin in accordance with the solicitation documentation available at: <https://www.racinecounty.com/departments/finance/purchasing-rfps-and-bids>.

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 IPL0076045
 Jun 15 2022

State of South Carolina

County of Richland

I, Tara Pennington, makes oath that the advertisement, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

No. of Insertions: 1
Beginning Issue of: 06/15/2022
Ending Issue of: 06/15/2022

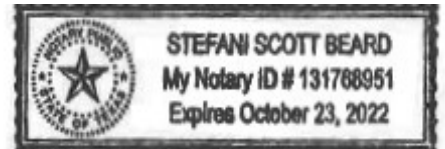
Tara Pennington

Tara Pennington

Sworn to and subscribed before me this 15th day of June in the year of 2022

Stefani Beard

Notary Public in and for the state of Texas, residing in Dallas County



Errors - the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion.

Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

MCA



**russell
johns**

Meeting Date: 05/14/2024 Item #11.

Member Since 1997 National Women Business Owners Organization

NWBOC
WOBW 07/2011

June 24, 2022

To Whom It May Concern:

I am a duly authorized representative of MCA Russell Johns Associates LLC, company handling the advertising matters for USA Today, a daily newspaper distributed within the United States.

Racine County, Wisconsin public notice was published within said newspaper in the Public Notice Section of the on the following dates:

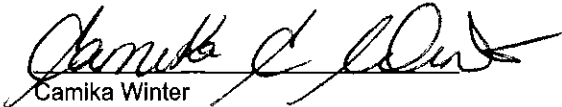
6/15/2022





Anthony Pacini

On this the 24th day of June, I attest that the attached documents are true, exact, complete, and unaltered tearsheets.



Camika Winter
State of Florida
County of Pinellas

CAMIKA C WINTER
Notary Public, State of Florida
My Comm. Expires Apr. 16, 2026
No. HH 253170

Russell Johns Associates 17110 Gunn Hwy, Odessa Florida 33556



Serena to play at Wimbledon after yearlong tennis hiatus

Nancy Armour
USA TODAY

We have not seen the last of Serena Williams. Wimbledon said on Tuesday it has awarded the 23-time major champion a wild card for this year's tournament, and the Lawn Tennis Association said she will play doubles with world No. 4 Ons Jabeur at the Eastbourne International next week.

The announcements followed Williams' Instagram post in which she teased that she would play Wimbledon, ending a yearlong absence from tennis.

"SW and SW19. It's a date. 2022 See you there," Williams wrote in the caption of the photo, which showed her wearing all-white shoes with her tennis bag in the background.

SW19 is the postal code for Wimbledon. Williams also tagged Wimbledon and Eastbourne, a tournament that is traditionally a warm-up for Wimbledon, in the photo.

Williams hasn't played since withdrawing in the

first round of last year's Wimbledon after slipping and injuring her ankle. With few updates about her health, and with longtime coach Patrick Mouratoglou now working with Simona Halep, some had suggested the 40-year-old would quietly retire.

But Williams clearly has other plans. Doubles play at Eastbourne begins Monday, though the LTA said Williams and Jabeur likely won't play before Tuesday. Wimbledon begins June 27.

"I am excited to return to the Rothesay International tournament in England and to be back on the grass – a surface that has been so good to me throughout my career," Williams said in the statement announcing her wild card for Eastbourne.

"Eastbourne has a unique charm that you don't see anywhere else on Tour and I'm looking forward to playing in front of the fans again."

Williams has won Wimbledon seven times, most recently in 2016. She reached the final in 2018 and 2019.

Williams' 23 Grand Slam titles are one shy of Margaret Court's record.



Serena Williams has won the singles title seven times at Wimbledon. PETER VAN DEN BERG/USA TODAY SPORTS

Finally, a Stanley Cup Final worth watching



Michael Arace
The Columbus (Ohio) Dispatch
USA TODAY Network

The Tampa Bay Lightning and Colorado Avalanche are playing for the Stanley Cup starting on Wednesday, and it will be a singular Final series. Indeed, never before have two teams with singular nicknames met with hockey's highest piece of hardware on the line. And they're both forces of nature. Are the Minnesota Wild a force of nature? Or the Seattle Kraken?

One could argue this singular matchup is the most compelling Final in more than a decade, or since the Pittsburgh Penguins-Detroit Red Wings clashes in 2008 and '09. I would argue that.

The Penguins of 2016 and '17 and the Red Wings of 1997 and '98 are the last two teams to win back-to-back titles. They flirted with dynasticism. But like the Chicago Blackhawks and the Los Angeles Kings of the era, they didn't quite get there.

The 1980s New York Islanders won four Cups in a row. The 1970s Montreal Canadiens won four in a row and six in nine years. The 1980s Edmonton Oilers won four in five years and five in seven. It used to be a thing. Now, in a post-expansion age, the NHL is a much different league with a salary cap, an effective players union, parity and so forth. Dynasties may be a thing of the past.

Or maybe the Lightning, who can become the first team in 40 years to win three Cups in a row, will be the last.

All the Lightning have to do is get through the best in the league.

The Avalanche are awesome. They're the highest-scoring team in the playoffs with 4.64 goals per game. The Avs are wicked fast, and they're also big enough to grind. Coming off a sweep of the McDavid in the Western Conference final, they're also the fresher team.

Their deep corps of forwards is led by superstar center Nathan MacKinnon, who has been on a mission since the Avs were eliminated in the second round last year. Their captain, Gabriel Landeskog, is a boss. Their talented defense is



Avalanche forward Nathan MacKinnon's playoff hat trick was capped by a spectacular end-to-end rush. STEPHEN BRASHEAR/AP

led by Cale Makar, who is drawing comparisons to Bobby Orr. And rightly so.

They believe it is their time. They look a lot like the 1984 Oilers, the team that ended the Islanders' four-year reign and established their own dynasty. (Or, do they look a lot like the 1983 Oilers, who were swept by the Isles?)

As for the Lightning, they understand they're on the other side of their peak. They've played 65 playoff games, more than any other team, over the past three years. How much do they have left in the tank?

The Bolts are also aware that there is a "dynasty" tag to be gotten here. Three in a row – nobody does that anymore. They have 16 players on their roster who've won at least one Stanley Cup and 13 who wore Lightning-blue when they won it all last year.

They have matured to a point where they seem impossible to eliminate. They looked beatable in the first and third rounds and came back to win both series. Their motto is "defend to the end."

Tampa Bay captain Steven Stamkos is playing like he still feels underrated. In the deciding Game 6 against the New York Rangers, Stamkos: beat all-world goalie Igor Shesterkin from distance, sat in the penalty box and watched the Rangers tie the score with a power-play goal, came out of the box and scored the game-winner. That is a star with a sense of the moment.

This series is tough to call.

If you think speed will prevail, go with the Avs. They're in another warp class than the Toronto Maple Leafs and



Lightning goaltender Andrei Vasilevskiy is 12-5 with a 2.27 goals against average and .928 save percentage. CHRIS O'MEARA/AP

the Rangers (and on par with the Florida Panthers).

These Avs are vastly superior to the 2020 Dallas Stars and the 2021 Canadiens, the teams the Lightning beat to win their last two Stanley Cups. These Avs also have home-ice advantage.

Yet I'm having a difficult time picking them.

An injury could tilt the scale one way or another. Right now, it looks like Mr. Clutch Brayden Point will return to play for Tampa Bay in the Final, while Nazem Kadri – a critical piece for Colorado – and Andrew Cogliano remain questionable. Advantage, Bolts.

As for intangibles: Just as Stamkos is motivated for a showdown against MacKinnon, so is defenseman Victor Hedman looking forward to sharing ice with "Bobby Orr" Makar – the current favorite to win the Conn Smythe.

And then there is Lightning goalie Andrei Vasilevskiy, the greatest netminder of his generation. He has won 11 consecutive playoff series with a 2.11 goals-against average and a .930 save percentage. His performances in closeout games are the stuff of legend.

During this postseason, the Avs have picked apart David Rittich, Connor Ingram, Jordan Binnington, Ville Husso and Mike Smith. Which is to say they have yet to see anything close to Vasilevskiy.

Any vacillation about picking a winner in what will be a hotly contested battle of titanic teams ends with a Vasilevskiy.

Lightning in six.

PREDICTIONS FOR WHO WILL BE NEXT CHAMPION

Tampa Bay Lightning captain Steven Stamkos thought his team would face the Colorado Avalanche at some point during their three consecutive runs to the Stanley Cup Final.

The Avalanche broke through this season after several early exits, and they're looking forward to facing the Lightning. "To be the best, you've got to beat the best, and these guys are defending back-to-back Stanley Cup champions, so we're excited," Colorado captain Gabriel Landeskog said.

This is a matchup of two of the top skilled teams in the league. Though the Lightning have the edge in net with Andrei Vasilevskiy, each team has a Norris Trophy finalist, high-scoring lines and plenty of depth.

USA TODAY Sports' NHL staffers predict who will win the Stanley Cup:

Mike Brehm: Avalanche in 7. Everything is telling me to pick the Lightning, especially with Vasilevskiy in net. But I had chosen the Avalanche before the playoffs and had Cale Makar winning the Conn Smythe Trophy. I believe he can be the difference in a hard-fought series.

Jace Evans: Lightning in 6. I picked Tampa Bay over Colorado before the season started so I feel compelled to stick with that pick now that they're facing off for the Stanley Cup with history on the line. The Avalanche are a fantastic team and have been knocking on the door for a while, but the Bolts have a decisive edge in net that will prove to be the difference in them securing the threeppeat.

Mary Clarke, For The Win: Lightning in 6. The Lightning are a well-oiled machine and are poised to win their third Stanley Cup in a row, cementing them as one of the greatest NHL dynasties of all time. When rolling, this Tampa team is a hard one to stop, though the Avalanche will certainly give it their all to stop them with their own brand of electric hockey. In the end, however, this Lightning team – backed by the best goaltender of our age, Vasilevskiy – will win out in a close, exciting series.

MARKETPLACE TODAY

To view more Classified listings, visit: classifieds.usatoday.com

For advertising information: 1.800.397.0070 www.russelljohns.com/usat

NOTICES
PUBLIC NOTICE
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PUBLIC NOTICE
Let it be known an unrebuted ecclesiastic agreement with witnesses has been reached between minister Robert Henry and the private man Edward (Ted) Decker, CEO/President of THE HOME DEPOT. The full text of the scriptural agreement may be seen at www.allcreatorsgifts.blogspot.com
ANNOUNCEMENTS
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MARKETPLACE
BOOKS/PUBLICATIONS
SECONDARY BREAK An NBA Dad's Story written by: Marvin Williams Sr. This book is about a young man and his love for basketball. It will show you how ANYTHING IS POSSIBLE when you continue to follow your passion. Available for purchase at BarnesAndNoble.com and Amazon.com
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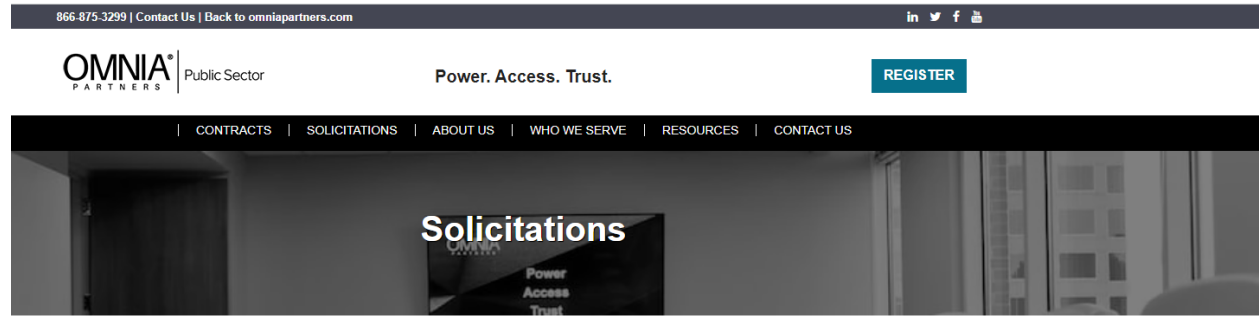
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SUPPLIER INFORMATION

Review the OMNIA Partners contracting process here:

LEAD AGENCY PROCESS

Current Solicitations

HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS, AND RELATED PRODUCTS AND SERVICES

 **Lead Agency:**
Racine County

Response Due: Thursday, July 21, 2022, 1:00 PM (CST)

[Click here for additional information.](#)



- FINANCE
 - + Finance Reports
 - + Print and Mail
 - Purchasing RFPs and Bids**
 - Contacts
 - + Racine County YDCC Project - Youth Development and Care Center (Previously referred to as SRCCCY)

[Departments > Finance >](#)

Purchasing RFPs and Bids

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The Finance Department-Purchasing Division serves as the principal value saver and negotiator for the procurement of most goods, services and equipment obtained for Racine County departments. In addition, the Purchasing Division writes, edits and evaluates bid specifications; sets up demonstrations for County staff to meet vendors and evaluate products; and reinforces the concept of centralized practices and procedures for making purchases and disposing of surplus items in accordance with the [Racine County's Procurement Ordinance, Chapter 7, Article VIII - Purchases and Contracts](#). General [Terms and Conditions](#) shall apply to all purchases by or on behalf of Racine County.

Racine County is using DemandStar to distribute automatic solicitation notifications, addendums, award recommendations, etc. to all interested firms. This is an automated notification service that will send new opportunities directly to you once your online account has been activated. This service is part of an effort to improve communication with suppliers, streamline and reduce administrative costs. DemandStar is an independent entity and is not an agent or representative of Racine County.

We ask that all vendors register with DemandStar, so that your company is automatically notified of our solicitations in order to access the website where documents are available to download. To register your company, please go to www.demandstar.com/registration. On the registration form, enter the required information and be sure to select Racine County as your Free Agency Registration. Although this service is not a mandatory requirement in bidding with Racine County, it is the only way to be notified automatically of solicitations.

We will continue to post solicitation notices in the local newspaper, "The Racine Journal Times" and post open and active solicitations below. For any questions about solicitations, please contact; Duane McKinney, Purchasing Manager at 262-636-3700 or e-mail at duane.mckinney@racinecounty.com.


Here is a direct link to Racine County's DemandStar page:

<https://www.demandstar.com/app/agencies/wisconsin/racine-county/procurement-opportunities/34fdc694-9d20-40d6-9ac9-84e50b0c192d/>

Click on the following instructions to learn how to register, search for bids, and submit electronic bids:

- [How to Register in DemandStar](#)
- [How to Search for Bids in DemandStar](#)
- [How to Respond to an Electronic Bid in DemandStar](#)

Free viewers are required for some of the attached documents.
They can be downloaded by clicking on the icons below.



(All Departments) ▾ (All Years) ▾

RFP NUMBER	TITLE	STARTING	CLOSING	STATUS
RC2022-1001	HVAC Products, Installation, Labor Based Solutions, and Related Products and Services, for Racine County and other municipal governments and local public agencies NEW!	06/15/2022 7:00 AM	07/21/2022 1:00 PM	Open
PW2022-10	Construction Services for North Breakwater Repairs at Racine Harbor NEW!	06/06/2022 12:00 PM	07/13/2022 10:00 AM	Open
SRCCCY	Racine County YDCC Project - Youth Development and Care Center	08/27/2020 8:00 AM		Open

Links

- RFPs & Bids County Board
- GIS & Maps Voter Information
- COVID Response
- Jobs

Get Social





Racine County Wisconsin

HVAC Products, Installation, Labor Based Solutions, and Related Products / Services

IFB #RC2022-1001

Submitted July 21, 2022, by Trane U.S. Inc.

A. Certification of Vendor

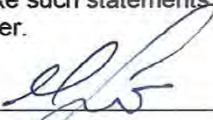
CERTIFICATION OF VENDOR

HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS, AND RELATED PRODUCTS AND SERVICES

The undersigned, submitting this Bid, hereby agrees with all the terms, conditions, and specifications required by the County in this IFB and declares that the attached Bid is in conformity therewith.

The undersigned attests to the following:

- I have reviewed in detail the IFB and all related attachments and information provided by Racine County before submitting this Bid.
- I have full authority to make such statements and to submit this Bid as the duly recognized representative of the Bidder.

SIGNATURE: 

PRINT NAME: Greg Spencer

TITLE: Strategic Cooperative Program Leader

COMPANY: Trane U.S. Inc.

ADDRESS: 800 Beaty Street

CITY, STATE, ZIP: Davidson, NC 28036-6924

TELEPHONE: 469-442-6055 FAX: _____

E-MAIL: gsspencer@trane.com

DATE: June 22, 2022

INVITATION FOR BID - IFB # RC2002-1001
Page 22 of 119
HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS, AND RELATED PRODUCTS AND SERVICES-

Other Exhibits & Documents

The following documents are provided as Appendices:

- Appendix 1: Acknowledgement of Addenda
- Appendix 2: Exhibit A – Response for National Cooperative Contract
- Appendix 3: Exhibit B – Administration Agreement, Example
- Appendix 4: Exhibit F – Federal Funds Certifications
- Appendix 5: Exhibit G – New Jersey Business Compliance

B. Table of Contents



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C. Executive Summary

Limit to one or two pages. Briefly state the Bidder’s understanding of the service to be provided and a positive commitment to perform the services as defined in the IFB.

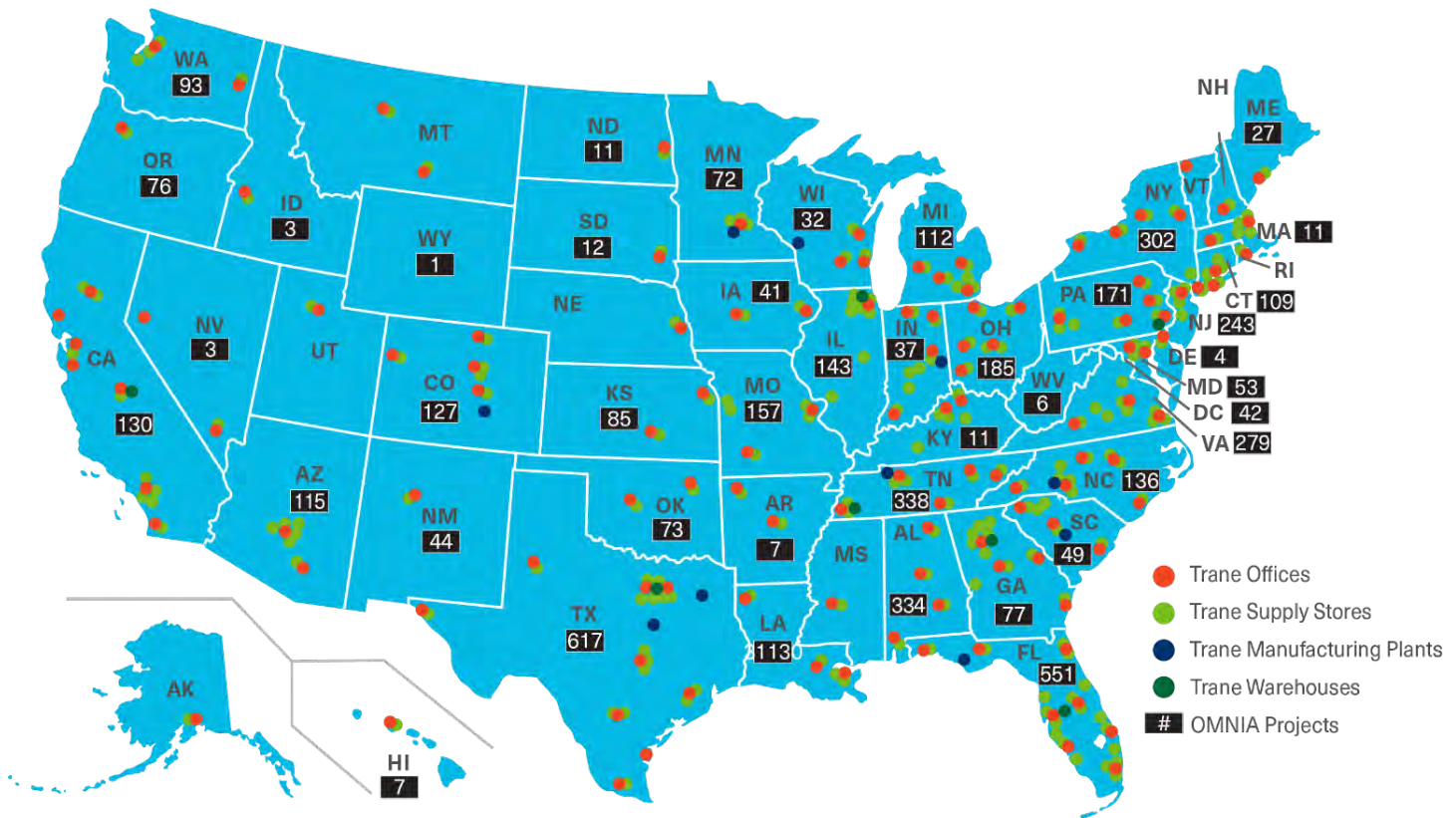
Trane has presented 122 high-level products/equipment options and 48 labor classifications and services for your consideration, and are ready to provide HVAC Equipment and Products, Installation, and Services, and other Related Products/Solutions in response to this IFB.

Trane’s experience with cooperative contracting began in 1998 with the Region 4 ESC (Formerly TCPN) contract. In 2015, we were selected to provide products/services under the **Harford County Public Schools and U.S. Communities Contract** (15-JLP-023) and have executed work under this contract through the seven-year term plus an additional six months. In 2017, **Trane secured the Port of Portland and U.S. Communities Contract**. Trane® has been a qualified DOE ESCO since 1999 and has completed complex Energy Savings Performance Contracts (ESPC) for the Federal Government. An ESPC is a proven, cash flow neutral financing mechanism that pays for facility improvements that can be paid back over time based on future utility bill saving. Trane’s Core Products – HVAC Equipment and Controls – drive one-third of total ESPC savings. Trane’s incident (OSHA) rates are consistently 67-86% below the industry average and our current Experience Modification Rate (EMR) is 0.61. Trane has leveraged this experience to deliver dozens of ESPC projects under the Port of Portland contract.

Trane has the capacity to provide a wide range of services and products to support agencies across the country. Our 100-year history as a trusted provider of superior products and services has resulted in a robust national infrastructure. Our project offices are staffed with factory-trained service technicians that provide operational oversight, O&M, service-repair, and installation support. Trane stocks service-repair parts (over 20,000 SKUs per location), equipment, and supplies right in our customer’s communities. We also have established relationships with local designers, suppliers, and subcontractors—including small/disadvantaged businesses. **Trane has booked \$1.4B+ under our Harford and Port of Portland OMNIA contracts since 2018 and has delivered services and products in 43 states.**

Alabama	\$22,282,635.39	Kentucky	\$1,349,239.50	Oklahoma	\$9,834,236.76
Arizona	\$26,639,032.49	Louisiana	\$1,149,096.30	Oregon	\$9,151,530.40
Arkansas	\$2,901,717.35	Maine	\$745,095.24	Pennsylvania	\$77,036,481.90
California	\$29,571,264.24	Maryland	\$14,804,678.33	South Carolina	\$10,944,092.54
Colorado	\$35,176,520.47	Massachusetts	\$17,961.87	South Dakota	\$883,364.75
Connecticut	\$7,352,071.05	Michigan	\$16,591,434.19	Tennessee	\$93,940,188.53
Delaware	\$2,575,026.00	Minnesota	\$30,725,610.77	Texas	\$164,920,070.45
Florida	\$182,726,065.31	Missouri	\$20,131,774.73	Virginia	\$165,765,449.25
Georgia	\$24,161,110.01	Nevada	\$259,244.50	Washington	\$20,555,568.09
Hawaii	\$1,736,184.19	New Jersey	\$72,477,397.96	Washington, DC	\$8,031,046.25
Idaho	\$1,571,373.00	New Mexico	\$6,192,604.28	West Virginia	\$6,786.54
Illinois	\$87,170,264.87	New York	\$87,653,962.56	Wisconsin	\$9,387,240.15
Indiana	\$19,875,621.11	North Carolina	\$23,380,670.18	Wyoming	\$49,148.52
Iowa	\$7,858,608.39	North Dakota	\$1,086,231.13		
Kansas	\$12,782,043.21	Ohio	\$47,018,541.70		

Trane's robust national infrastructure includes: 124 project offices, 205 parts/supply facilities, 6 express warehouses, and 11 manufacturing plant sites. Trane has 2,138 Salespersons and Project Managers available to support the Racine Contract.



TRANE LET'S GO BEYOND™

HVAC Systems and Energy Services

Easier, simpler and quicker with cooperative purchasing

Becoming a participant of OMNIA Partners, Public Sector (and its subsidiaries National IPA and U.S. Communities) enables public agencies to drive efficiency, effectiveness and real savings with world-class government procurement resources and solutions. The entire portfolio of Trane equipment and services is available through OMNIA Partners saving time and money.

OMNIA Partners gives you greater purchasing power to unleash the potential of your buildings with Trane solutions. Trane is an industry leader in energy efficient, connected indoor comfort systems, providing full lifecycle support through a world-class services organization. Our mission is to collaborate with organizations to reduce the energy intensity of the world. Through innovative technology and unsurpassed expertise in buildings, we're helping organizations achieve real and enduring sustainability results.

OMNIA PARTNERS
 omniapartners.com/publicsector

IFR Ingersoll Rand

Trane will work with OMNIA Partners so all participating agencies are aware of our contract award via a 90 day plan that includes emailing over 80,000 direct customer contacts, a co-branded press release, and publicity campaigns via our [dedicated OMNIA website](#), direct mail, social media, and trade show promotion.

Our experienced Cooperative Contracting group is well-positioned to help Racine County—and the agencies that will piggyback off this contract—secure the goods and services they need to support their communities. With over 100 years of collective experience, Trane's Cooperative Contract Team brings to Racine County extensive knowledge and diverse know-how in navigating public procurement contracting. We look forward to bringing this experience to Racine County and its public procurement partners.

We sincerely appreciate your consideration.

D. Responsible Bidder

Minimum Criteria

The following minimum criteria shall be met to be eligible for this contract:

- Bidders shall demonstrate that they are financially stable;
- Bidder shall have been in business providing similar service for at least the last three (3) years;
- Bidders should have the capability of providing a combination of products, services, consulting, or other labor-based solutions to accommodate the range of products and services utilized by Participating Public Agencies; and
- Bidders shall be properly licensed and incorporated to do business in the State of Wisconsin.

Trane U.S. Inc. meets all the minimum criteria to be eligible for this contract:

- Trane is a \$14B corporation that has been in business for over 100 years. Our most recent balance sheet is shown below.
- Trane has held a cooperative contract since 1998 and has held the Harford County Public Schools and U.S. Communities Contract since 2015.
- Trane is properly licensed and incorporated to do business in the State of Wisconsin.

1. Detailed Response to Attachment D, Exhibit A

1. Include a detailed response to Attachment D, Exhibit A, OMNIA Partners Response for National Cooperative contract, to show proof of organizational capacity, equipment, and technical competency.

Please see Appendix 2 for Trane’s detailed response to Exhibit A under Attachment D.

- a. Racine County makes no representation or warranty concerning the use of the Master Agreement by any other Participating Public Agency.

Trane acknowledges that Racine County makes no representation or warranty concerning the use of the Master Agreement by any other Participating Public Agency.

- b. The lowest responsible Bidder(s) will be required to sign Attachment D, Exhibit B, OMNIA Partners Administration Agreement.

Trane acknowledges that The lowest responsible Bidder(s) will be required to sign Attachment D, Exhibit B, OMNIA Partners Administration Agreement.

- c. If applicable, provide a sample of additional agreements that Participating Public Agencies may be asked to sign.

Trane will not require additional agreements from Participating Public Agencies.

2. Positive Balance Sheet

2. Provide proof of a positive balance sheet and profitable business operations for two (2) of the last three (3) years.

Balance Sheet from 2021 Annual Report

Trane Technologies plc Consolidated Balance Sheets

(In millions, except share amounts)

DECEMBER 31,	2021	2020
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 2,159.2	\$ 3,289.9
Accounts and notes receivable, net	2,429.4	2,202.1
Inventories	1,530.8	1,189.2
Other current assets	351.5	224.4
Total current assets	6,470.9	6,905.6
Property, plant and equipment, net	1,398.8	1,349.5
Goodwill	5,504.8	5,342.8
Intangible assets, net	3,305.6	3,286.4
Other noncurrent assets	1,379.7	1,272.4
Total assets	\$ 18,059.8	\$ 18,156.7
LIABILITIES AND EQUITY		
Current liabilities:		
Accounts payable	\$ 1,787.3	\$ 1,520.2
Accrued compensation and benefits	544.8	451.1
Accrued expenses and other current liabilities	2,069.9	1,592.0
Short-term borrowings and current maturities of long-term debt	350.4	775.6
Total current liabilities	4,752.4	4,338.9
Long-term debt	4,491.7	4,496.5
Postemployment and other benefit liabilities	810.9	1,024.6
Deferred and noncurrent income taxes	581.5	578.5
Other noncurrent liabilities	1,150.2	1,291.1
Total liabilities	11,786.7	11,729.6
Equity:		
Trane Technologies plc shareholders' equity		
Ordinary shares, \$1.00 par value (259,695,768 and 263,309,250 shares issued at December 31, 2021 and 2020, respectively)	259.7	263.3
Ordinary shares held in treasury, at cost (24,500,935 and 24,500,862 shares at December 31, 2021 and 2020, respectively)	(1,719.4)	(1,719.4)
Retained earnings	8,353.2	8,495.3
Accumulated other comprehensive income (loss)	(637.6)	(631.5)
Total Trane Technologies plc shareholders' equity	6,255.9	6,407.7
Noncontrolling interest	17.2	19.4
Total equity	6,273.1	6,427.1
Total liabilities and equity	\$ 18,059.8	\$ 18,156.7

See accompanying notes to Consolidated Financial Statements.

2021 ANNUAL REPORT

Income Statement from 2021 Annual Report

Trane Technologies plc Consolidated Statements of Comprehensive Income

In millions

FOR THE YEARS ENDED DECEMBER 31,	2021	2020	2019
Net earnings	\$ 1,436.6	\$ 870.0	\$ 1,428.5
Other comprehensive income (loss):			
Currency translation	(122.7)	261.5	(37.1)
Cash flow hedges			
Unrealized net gains (losses) arising during period	1.6	3.3	(2.7)
Net (gains) losses reclassified into earnings	(6.4)	1.9	0.7
Tax (expense) benefit	1.1	—	0.9
Total cash flow hedges, net of tax	(3.7)	5.2	(1.1)
Pension and OPEB adjustments:			
Prior service costs for the period	0.3	(1.9)	(5.7)
Net actuarial gains (losses) for the period	111.4	(52.5)	(41.9)
Amortization reclassified into earnings	38.6	43.4	48.1
Net curtailment and settlement (gains) losses reclassified to earnings	8.0	(1.8)	2.2
Currency translation and other	5.2	(10.4)	(1.4)
Tax (expense) benefit	(43.7)	(0.7)	(4.7)
Total pension and OPEB adjustments, net of tax	119.8	(23.9)	(3.4)
Other comprehensive income (loss), net of tax	(6.6)	242.8	(41.6)
Comprehensive income, net of tax	\$ 1,430.0	\$ 1,112.8	\$ 1,386.9
Less: Comprehensive income attributable to noncontrolling interests	(12.7)	(17.8)	(18.5)
Comprehensive income attributable to Trane Technologies plc	\$ 1,417.3	\$ 1,095.0	\$ 1,368.4

See accompanying notes to Consolidated Financial Statements.

Balance Sheet from 2020 Annual Report

Trane Technologies plc Consolidated Balance Sheets

In millions, except share amounts

DECEMBER 31,	2020	2019
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 3,289.9	\$ 1,278.6
Accounts and notes receivable, net	2,202.1	2,184.6
Inventories	1,189.2	1,278.6
Other current assets	224.4	344.8
Assets held-for-sale	—	4,207.2
Total current assets	6,905.6	9,293.8
Property, plant and equipment, net	1,349.5	1,352.0
Goodwill	5,342.8	5,125.7
Intangible assets, net	3,286.4	3,323.6
Other noncurrent assets	1,272.4	1,397.2
Total assets	\$ 18,156.7	\$ 20,492.3
LIABILITIES AND EQUITY		
Current liabilities:		
Accounts payable	\$ 1,520.2	\$ 1,381.3
Accrued compensation and benefits	451.1	442.4
Accrued expenses and other current liabilities	1,592.0	1,564.2
Short-term borrowings and current maturities of long-term debt	775.6	650.3
Liabilities held-for-sale	—	1,200.4
Total current liabilities	4,338.9	5,238.6
Long term debt	4,496.5	4,922.9
Postemployment and other benefit liabilities	1,024.6	1,048.2
Deferred and noncurrent income taxes	578.5	572.0
Other noncurrent liabilities	1,291.1	1,398.2
Total liabilities	11,729.6	13,179.9
Equity:		
Trane Technologies plc shareholders' equity		
Ordinary shares, \$1.00 par value (263,309,250 and 262,804,939 shares issued at December 31, 2020 and 2019, respectively)	263.3	262.8
Ordinary shares held in treasury, at cost (24,500,862 and 24,499,897 shares at December 31, 2020 and 2019, respectively)	(1,719.4)	(1,719.4)
Retained earnings	8,495.3	9,730.8
Accumulated other comprehensive (loss)	(631.5)	(1,006.6)
Total Trane Technologies plc shareholders' equity	6,407.7	7,267.6
Noncontrolling interest	19.4	44.8
Total equity	6,427.1	7,312.4
Total liabilities and equity	\$ 18,156.7	\$ 20,492.3

See accompanying notes to Consolidated Financial Statements.

2020 Annual Report F-7

2020 ANNUAL REPORT

Income Statement from 2020 Annual Report

Trane Technologies plc Consolidated Statements of Comprehensive Income

In millions, except per share amounts

FOR THE YEARS ENDED DECEMBER 31,	2020	2019	2018
Net revenues	\$ 12,454.7	\$ 13,075.9	\$ 12,343.8
Cost of goods sold	(8,651.3)	(9,085.5)	(8,582.5)
Selling and administrative expenses	(2,270.6)	(2,320.3)	(2,249.2)
Operating income	1,532.8	1,670.1	1,512.1
Interest expense	(248.7)	(242.8)	(221.0)
Other income/(expense), net	4.1	(28.4)	(33.3)
Earnings before income taxes	1,288.2	1,398.9	1,257.8
Benefit (provision) for income taxes	(296.8)	(238.6)	(234.9)
Earnings from continuing operations	991.4	1,160.3	1,022.9
Discontinued operations, net of tax	(121.4)	268.2	334.6
Net earnings	870.0	1,428.5	1,357.5
Less: Net earnings from continuing operations attributable to noncontrolling interests	(14.2)	(15.2)	(15.1)
Less: Net earnings from discontinuing operations attributable to noncontrolling interests	(0.9)	(2.4)	(4.8)
Net earnings attributable to Trane Technologies plc	\$ 854.9	\$ 1,410.9	\$ 1,337.6
Amounts attributable to Trane Technologies plc ordinary shareholders:			
Continuing operations	\$ 977.2	\$ 1,145.1	\$ 1,007.8
Discontinued operations	(122.3)	265.8	329.8
Net earnings	\$ 854.9	\$ 1,410.9	\$ 1,337.6
Earnings (loss) per share attributable to Trane Technologies plc ordinary shareholders:			
Basic:			
Continuing operations	\$ 4.07	\$ 4.74	\$ 4.08
Discontinued operations	(0.51)	1.10	1.33
Net earnings	\$ 3.56	\$ 5.84	\$ 5.41
Diluted:			
Continuing operations	\$ 4.02	\$ 4.69	\$ 4.03
Discontinued operations	(0.50)	1.08	1.32
Net earnings	\$ 3.52	\$ 5.77	\$ 5.35

2020 ANNUAL REPORT

Trane Technologies plc

Consolidated Statements of Comprehensive Income (continued)

In millions, except per share amounts

FOR THE YEARS ENDED DECEMBER 31,	2020	2019	2018
Net earnings	\$ 870.0	\$ 1,428.5	\$ 1,357.5
Other comprehensive income (loss):			
Currency translation	261.5	(37.1)	(230.6)
Cash flow hedges			
Unrealized net gains (losses) arising during period	3.3	(2.7)	1.2
Net gains (losses) reclassified into earnings	1.9	0.7	0.9
Tax (expense) benefit	—	0.9	(0.1)
Total cash flow hedges, net of tax	5.2	(1.1)	2.0
Pension and OPEB adjustments:			
Prior service costs for the period	(1.9)	(5.7)	(16.0)
Net actuarial gains (losses) for the period	(52.5)	(41.9)	12.8
Amortization reclassified into earnings	43.4	48.1	50.7
Settlements/curtailments reclassified to earnings	(1.8)	2.2	2.5
Currency translation and other	(10.4)	(1.4)	7.5
Tax (expense) benefit	(0.7)	(4.7)	(17.2)
Total pension and OPEB adjustments, net of tax	(23.9)	(3.4)	40.3
Other comprehensive income (loss), net of tax	242.8	(41.6)	(188.3)
Comprehensive income, net of tax	\$ 1,112.8	\$ 1,386.9	\$ 1,169.2
Less: Comprehensive income attributable to noncontrolling interests	(17.8)	(18.5)	(16.9)
Comprehensive income attributable to Trane Technologies plc	\$ 1,095.0	\$ 1,368.4	\$ 1,152.3

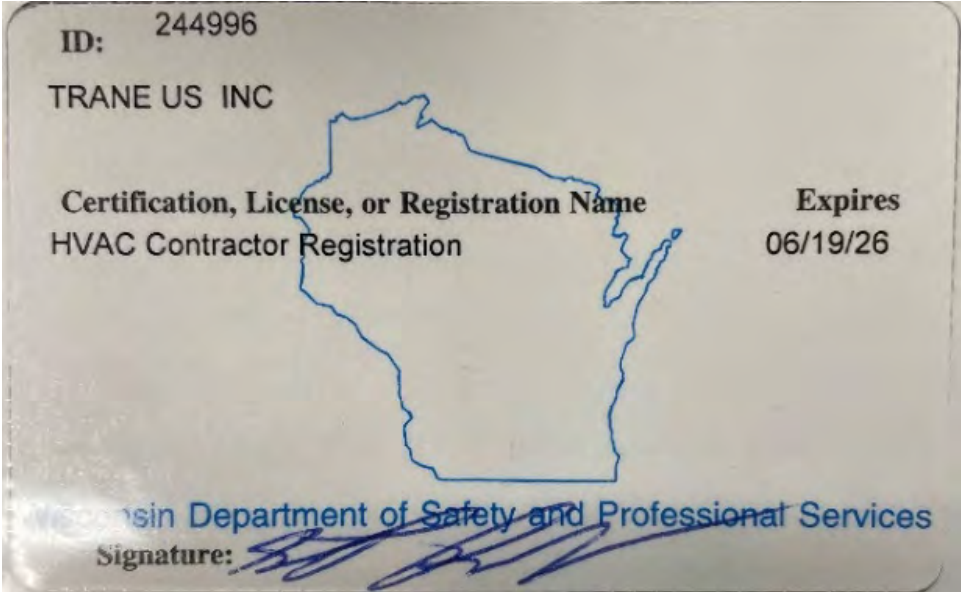
See accompanying notes to Consolidated Financial Statements

3. Business License

3. Business license and applicable information that Bidder can do business in the State of Wisconsin. List the states where other business or contractor licenses are held.

Trane is licensed to do business in Wisconsin and **all other states in the United States.**

Wisconsin HVAC Contractor Registration



Wisconsin Contractor Re-Certification



STATE OF WISCONSIN DEPARTMENT OF ADMINISTRATION

Tony Evers, Governor
Kathy Blumenfeld, Secretary-designee
Naomi De Mers, Division Administrator

March 28, 2022

Trane U.S., Inc.
Attn: Tyler Schmitz
5302 Voges Rd.
Madison, WI 53718

Dear Tyler:

Thank you for applying for Division of Facilities Development (DFD) contractor re-certification.

DFD reviewed your updated application and has issued a re-certification decision.

Trane U.S., Inc. is re-certified to bid in the following divisions of work up to the following thresholds:

<u>Division of Work</u>	<u>Bid Threshold (Per Project)</u>
General	\$20,000,000
Mechanical	\$20,000,000
Other:	
Equipment Supplier	\$4,000,000

Please note that you are also re-certified to bid on projects in the Small Project Program (total project budget of \$300,000 or less).

When submitting your bids, please use your company name (Trane U.S., Inc.) as certified. Please do not submit bids outside of your certified divisions of work and/or over your certified bid amount thresholds (per project) as these bids will be rejected. Your new certification is valid until March 28, 2024. At that point, you will need to apply again for re-certification.

We look forward to your continued business. Please email us at dfdcertification@wisconsin.gov if you have any questions.


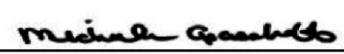
Sincerely,

Division of Facilities Development
Wisconsin Department of Administration

Facilities Development, PO Box 7866, Madison, WI 53707-7866
Phone: (608) 266-2731 | DOA.WI.GOV

4. Proof of Insurance

4. Proof of insurance.

		CERTIFICATE OF LIABILITY INSURANCE			DATE (MM/DD/YYYY) 9/22/2021	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER MARSH & MCLENNAN COMPANIES 1166 Avenue of the Americas New York NY 10036 ATTN: 212-345-6000			CONTACT NAME: Michaela Grasshoff, ARM PHONE (A/C, No, Ext): 212-345-2794 FAX (A/C, No): E-MAIL ADDRESS: Michaela.Grasshoff@marsh.com			
INSURED Trane U.S. Inc. dba Trane One Centennial Avenue Piscataway, New Jersey 08854 United States			INSURER(S) AFFORDING COVERAGE NAIC # COMPANY A: National Union Fire Insurance Company of Pittsburgh, PA 19445 COMPANY B: Travelers Indemnity Co of America 25666 COMPANY C: Travelers Property Casualty Co of Amer 25674			
COVERAGES		CERTIFICATE NUMBER: 615940		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSP. WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Contractual Liability <input checked="" type="checkbox"/> Time Element: Pollution Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GL 6547064	4/17/2021	4/17/2022	EACH OCCURRENCE \$7,500,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000.00 MED EXP (Any one person) \$10,000.00 PERSONAL & ADV INJURY \$7,500,000.00 GENERAL AGGREGATE \$7,500,000.00 PRODUCTS - COMP/OP AGG \$7,500,000.00 \$
A A A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> PHYSICAL DAMAGE/SFI F <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		CA 6890217 (AOS) CA 7030880 (VA) CA 7030879 (MA) APD - Self Insured	4/17/2021	4/17/2022	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000.00 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE AGGREGATE \$
B C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	UB-9M35413A-21-51-K (AOS) UB-9L048059-21-51-D (MN) UB-9M370386-21-51-R (AZ, MA, OR, WI) TWXJ-UB-7434L45A-21 (OH)	4/17/2021	4/17/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$3,000,000.00 E.L. DISEASE - EA EMPLOYEE \$3,000,000.00 E.L. DISEASE - POLICY LIMIT \$3,000,000.00
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						
Please see page 2 for additional information.						
CERTIFICATE HOLDER			CANCELLATION			
Evidence of Insurance United States			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Marsh USA, Inc. BY: Michaela Grasshoff, ARM 			
ACORD 25 (2016/03)		The ACORD name and logo are registered marks of ACORD		© 1988-2016 ACORD CORPORATION. All rights reserved. Requested By: Trane Technologies Corporate Risk Management		



ADDITIONAL REMARKS SCHEDULE

AGENCY 	NAMED INSURED Trane U.S. Inc. dba Trane One Centennial Avenue Placatoway, New Jersey 08654 United States EFFECTIVE DATE:
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ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: _____ **FORM TITLE:** _____

Job Description: For Purposes of RFP Submission and General Evidence of Insurance
For questions regarding this certificate of insurance contact: Trane Technologies Corporate Risk Management Email: rthonda.darbouze@tranetechnologies.com Phone: 732-652-6778

5. Bonding Capacity

5. Bonding capacity and capability of securing high dollar Performance Bonds.

Trane can consider single projects up to \$100 million within an aggregate limit of \$300 million.

6. W-9

6. Completed and signed W-9 Request for Taxpayer Identification Number and Certification form.

Form W-9
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
TRANE U.S. INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
800-E BEATY STREET

6 City, state, and ZIP code
DAVIDSON, NC 28036

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

____ - ____ - _____

or

Employer identification number

2 5 - 0 9 0 0 4 6 5

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.


Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶ 

Date ▶ 1/4/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

7. Background Information

7. Furnish background of Bidder, including such information as size of the firm, legal status (corporation or partnership, etc.) lines of business, management and technical expertise, financial position, and years in business. Include any unique approaches or techniques developed and used by the firm.

Trane U.S. Inc. (Trane) is a wholly owned subsidiary of Trane Technologies (NYSE: TT) and was incorporated in 1929. Trane is a global climate innovator with over \$14 billion in annual revenue. We offer a wide range of products and services known for high-performance efficiency and sustainability. These prominent brands include Trane, Thermo King, and a host of other category-leading brands.

Trane first received NAESCO Accreditation in 2004 and is one of only 13 NAESCO Accredited Energy Service Providers. The ESP designation is defined as: "The technical and managerial competence to provide energy supply through the development and implementation of build/own/operate distributed generation, cogeneration or combined heat and power (CHP) projects or the firm contracting energy supply."

In addition, Trane has been a qualified DOE ESCO since 1999 and has managed energy services performance contracting programs for the Defense Logistics Agency, Department of State, Navy, Army, Air Force, US Forest Service, US Geological Survey, and the General Services Administration. Trane has been hired for six follow-on ESPC projects at three DOD locations and our Federal ESPC projects have achieved a 30% average energy reduction from baseline. Trane has received multiple awards, including the Federal Energy Management Program Award of the Year and the Presidential Award for Leadership in Federal Energy Management. Additional awards/recognitions include:

- 2022, Fortune magazine World's Most Admired Companies — 10th consecutive year
- 2022, [Lifestory Research "America's Most Trusted® HVAC Brand"](#)—8th consecutive year
- 2021, Forbes America's Best Employers for Diversity in America
- 2021, [Top Supplier Diversity Programs, U.S. Veterans Magazine's \(USVM\) annual Best of the Best list](#)
- 2020, Top Veteran-friendly Company, U.S. Veterans Magazine's (USVM) annual Best of the Best list—3rd consecutive year
- 2020, Dow Jones Sustainability North America Index (DJSI)—10th consecutive year



Accredited NAESCO since 2004. One of only 13 NAESCO Accredited Energy Service Providers (ESP).



Qualified Department of Energy ESCO since 1999 and DOE IDIQ ESPC contract holder.



Committed to reducing one gigaton of carbon emissions from our customers' footprint by 2030 – the largest B2B customer climate commitment.



Included on World's Most Admired Companies list by Fortune Magazine – 10th consecutive year.



Recognized as Top Supplier Diversity Programs by U.S. Veterans Magazine.



Named America's Most Trusted® HVAC brand by Lifestory Research® – 7th consecutive year.



- 2020, Consulting Engineer Product of the Year, BAS, Controls, Energy Management – Building Connect+
- 2020, 3BL Media, 100 Best Corporate Citizens—7th consecutive year
- 2020 SECNAV Energy Award for the Small Shore Base category, Naval Undersea Warfare Center Keyport ESPC
- 2020 Federal Energy and Water Management Award for its Off-Grid Energy Savings Performance Contract (ESPC) ENABLE Project, U.S. Forest Service ENABLE ESPC
- [2019, Business Intelligence Group \(BIG\), Green Company of the Year](#), Manufacturing and Technology category
- [2019, Urban Green Council \(UBC\), Partner of the Year](#)
- 2019, World Environment Center Gold Medal Award for International Corporate Achievement in Sustainable Development
- 2019, named to the FTSE4 Good Index Series that measures the performance of companies demonstrating strong environmental, social and governance (ESG) practices—5th consecutive year.
- 2019, FEMP Annual FEDS Spotlight recipient, Lara Buluc, Co-Project Manager, USDA First Off-Grid ESPC ENABLE project, U.S. Forest Service ENABLE ESPC
- 2019, Dow Jones Sustainability World and North America Indices (DJSI)—9th consecutive year
- 2019, Corporate Responsibility Magazine, Ranked 60th, 100 Best Corporate Citizens List—6th consecutive year
- 2019, Corporate Knights Global 100 Most Sustainable Corporations Index
- 2019, Alliance to Save Energy, STAR Award for Doubling Down on Efficiency
- 2019 Regional Forester’s Honor Awards “ENABLE Off-Grid Mobile Solar PV & LED Lighting Project”, U.S. Forest Service ENABLE ESPC

Trane’s Strengths

30 years of experience on a national cooperative

100+ years in business

Hold **#1 or #2 market positions** in all our business lines globally as a corporation

Experienced sales force, 12 Regions / **124 offices** across the U.S. able to do business in **all 50 states**

700+ LEED APs, **182** Professional Engineers, and **240** Certified Energy Managers

Active in ASHRAE, BOMA, USGBC.

Trane engineer is current president of ASHRAE.

Nationally Accredited Energy Service Provider (**ESP**) with NAESCO for 18 years

Leader in industry training - proven through **NC3 Sponsorship** (National Coalition of Certification Centers)

Product Innovation: chiller design, applications company, IAQ company, thermal energy - comprehensive

Trane Vision: A World of Sustainable progress and enduring results

Trane Purpose: We advance the quality of life by creating comfortable, sustainable, and efficient environments

Customer for Life Mentality

Dedicated Commitment to **Safety** – Experience Modification Rate of 0.61

Commitment to **Sustainability** – Center for Energy Efficiency & Sustainability (CEES)

Energy Services & Controls concentrated offerings

Size of Firm

Trane has over 34,000 employees worldwide. In the United States, Trane employs over 11,000 salaried employees and 13,500 hourly employees.

Legal Status

Trane is a corporation.

Lines of Business

Trane has a 100+ year history as a trusted provider of superior HVAC equipment and Building Automation Systems (BAS)/Energy Management Control Systems (EMCS) products and services. We have a global network of offices and service/parts locations to support energy conservation projects. Our local service organization will provide 24/7 technical support and access to a robust national supply chain. This community-based approach will help keep your operations running smoothly and provide rapid response in case of emergency. Our lines of business are provided under **Lines of Business: Trane Services** and **Lines of Business: Trane Building Systems and Technologies**.

Management and Technical Expertise

LOCAL PROJECT MANAGEMENT APPROACH

Trane’s projects are managed locally. Each Trane office has the qualifications and hands-on relevant experience to deliver across all project phases. Trane offers vast in-house capabilities for design, equipment, contracting, controls, service, and project financing. A qualified and dedicated Project Manager (PM) is assigned to manage the day-to-day installation and construction activities ECMs at the project site in accordance with the design, costs, schedule, safety protocols, and QC processes. The PM leads and manages the installation team, including subcontractors, and is responsible for the Project Schedule. The following corporate management/technical resource pool is available to support the local delivery team:

<p>Trane Key Resources</p> <ul style="list-style-type: none"> • Project Developers (48) • Energy Engineers (44) • M&V Engineers (10) • EH&S Specialists (58) • Technicians (1800+) • Commissioning Agents (30) • Quality Control Specialists (30) • Construction Managers (133) • Trainers (60) • Marketing/Technical Writers <p><i>* Approximate resources available to support projects across each phase</i></p>	<p>Trane Subject Matter Experts</p> <ul style="list-style-type: none"> • Utility Supply Side Specialists • Renewable Energy & Power Systems Team • Controls Engineering, Design & Intelligent Services • HVAC Applications 	<p>Outside Resources</p> <ul style="list-style-type: none"> • Engineering • Design Consultants • Subcontractors • Vendors 	<p>Trane Credentials</p> <ul style="list-style-type: none"> • 100 Certified Six Sigma Professionals • 182 Professional Engineers (PE) • 240 Certified Energy Managers (CEM) • 660 LEED Accredited Professionals • 700 Degreed Engineers
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After the project is constructed, Trane’s local service and maintenance team ensures optimum operations. Through the innovative use of data trending and analytics, Trane can provide opportunities for continuous system improvement optimization. **Most companies do not directly employ HVAC or Controls Service Personnel.** When a customer needs service, a locally based service company will respond on their behalf. Trane’s truck-based service personnel promptly respond to any request. These service experts will show up in a Trane van, wearing a Trane uniform. They are direct employees of Trane. Their experience level ranges from journeymen to experienced senior technicians and supervisors – some of whom possess more than 30 years of HVAC industry experience. Our service technicians are skilled in maintaining and repairing not only Trane equipment, but nearly every manufacturer in the industry.

Trane’s local project delivery model offers the following advantages:

- **A local service organization to provide 24/7 technical support and a robust national supply chain.** Our service technicians are skilled in maintaining and repairing not only Trane equipment, but nearly every manufacturer in the industry.
- **Intelligent Services/BAS technicians** to analyze building data and provide scheduled and on-call local service support. This will contribute to uptime for ongoing operations and provide rapid response in case of emergency.
- **Established relationships** with local designers, suppliers, and subcontractors—including small/disadvantaged businesses. Our network includes a pool of pre-qualified sub-contractors to perform work such as electrical, piping, rigging, etc.
- **Expertise to perform system upgrades and replacements**, including major mechanical equipment such as chillers, cooling towers, air handlers, pumps, and coils. Trane’s local offices have dedicated professionals in each of the following areas:
 - o **Contracting Solutions:** Total comprehensive solutions, including guaranteed energy savings performance contracting and large turnkey installation projects.
 - o **Trane Equipment:** Energy-efficient, environmentally friendly HVAC equipment for both comfort and process applications.
 - o **Controls:** State-of-the-art building automation systems. Our local offices are complete with dedicated Controls Demonstration Centers for client education and training.
 - o **Service:** Our service technicians are skilled in maintaining and repairing not only Trane equipment, but HVAC systems from nearly every manufacturer in the industry.
 - o **Supply:** Full line of Trane parts, non-Trane parts, maintenance supplies, safety equipment, refrigeration, and maintenance/service tools warehoused locally.
 - o **Training:** Fully equipped training facilities for seminars and training on industry issues Awards

SAFETY APPROACH

Safety Planning is woven into Trane’s Construction/Installation Approach. See Section: “Trane’s Safety Policy” for additional information.

MITIGATING DISRUPTIONS TO DAILY OPERATIONS








Virtually all our projects feature construction activities across multiple buildings and work in occupied spaces. Our local teams are experienced in scheduling work activities and implementing projects in a way that minimizes disruption to daily operations. We work with our customers to develop an effective project schedule and coordinate all implementation activities with project site representatives. For work performed in occupied areas – such as lighting and water conservation upgrades – we will attempt to schedule installation during low-occupancy times, as well as publish work schedules and estimated completion times well in advance.

Trane will schedule installations in occupied areas – such as lighting and water conservation upgrades – during low-occupancy times and create/publish work schedules with estimated completion times in advance. We will also develop a detailed facility phasing plan for customer review prior to the start of construction. This phasing plan will include allowable work hours, days of the week that will be completed, and acceptable shutdown times for each occupied space.

Trane will coordinate with facility leadership and create signage that notifies occupants of upcoming work and shutdowns. Trane will actively manage all aspects of construction and will provide site supervision to manage crews and immediately respond to any occupant issues or questions. Trane will hold meetings with the facility occupants to keep the Trane team informed of the access and scheduling requirements for the proposed efficiency measures which impact implementation cost estimates and phasing plans.

Based on input from each building manager, we will develop a detailed phasing plan for each facility for your team’s review prior to the start of construction. This phasing plan will include allowable work hours, days of the week that work is to be completed, and acceptable shutdown times for each occupied space.

To keep your project on track and to minimize disruption to day-to-day activities, our team will:

 <p>Pre-fabricate materials in preparation for high periods of construction activity</p>	 <p>Schedule major construction activities during holidays and unoccupied times</p>	 <p>Employ night and weekend schedules to maintain progress throughout the year</p>	
<p>Perform lighting and water retrofits early in the project to accelerate savings</p> 	<p>Concurrently schedule major construction activities that generate noise for an extended period of time</p> 	<p>Publish schedules in advance, and coordinate any shutdowns or entry into occupied spaces w/building occupants</p> 	<p>Perform daily/nightly clean-up and inspections</p> 

Financial Position

Trane Technologies is a \$14B public corporation with a strong investment grade rating as indicated by Moody's and S&P (Baa2/BBB). Thus, our financial strength allows us to meet our energy performance guarantees. Trane has and can use escrow accounts where needed with scheduled construction draws as appropriate. In addition, we have a dedicated team of energy engineers that track project performance on a detailed ECM basis and take corrective actions if needed or appropriate.

The Income Statement and Balance Sheet from our most recent annual report is included in Section D.2. of this response. Trane's entire annual report can be viewed at the following web address along with all other financial documents: <https://investors.tranetechnologies.com/financial-information/financial-summary/default.aspx>. A letter from J.P. Morgan summarizing their experience with Trane is provided below.



Years in Business

Trane has been manufacturing world-class HVAC equipment for over 100 years.

Unique Approaches or Techniques Developed and Used by Firm

Trane began in 1885 as a family plumbing business in La Crosse, Wisconsin. Joined by his son Reuben, a mechanical engineer, James Trane developed an innovative low-pressure steam heating system. By 1913, the family had incorporated as The Trane Company. Over the next hundred years, Trane established its position as a pioneer in climate control by patenting its first air conditioner in 1931 then launching the Turbovac, a new type of water chiller that fundamentally altered the industry's approach to large-building air conditioning systems. These early innovations paved the way for Trane's industry-leading commercial air conditioner, CenTraVac™— the highest efficiency, lowest emissions, most reliable chiller on the market. Today Trane is an HVAC OEM operating worldwide, providing products and services unmatched in the industry. Just a few of Trane's unique approaches include:

- Building automation systems providing continuous commissioning
- Design, and energy simulation software used by many of the world's top design firms
- Intelligent systems that can help provide predictive failure analysis
- P3 partnerships providing educational opportunities,
- Thermal storage systems allowing load shedding and off-peak utility optimization
- Innovative partnerships with VRF technology

Lines of Business: Trane Services

Trane Services help optimize building performance by connecting building and machine data to deliver the knowledge and power needed to manage buildings. Our offerings include:

ENERGY & SUSTAINABILITY

- **Energy Conservation Measures** Trane has been an accredited Energy Services Company (ESCO) since 1999 and has **executed almost \$3.5 billion in guaranteed Energy Savings Performance Contracting (ESPC) work**. We solve energy problems holistically with top digital and analytical tools, engineering expertise, and a full portfolio of products and services. ESPC projects allow building owners to pay for significant building upgrades that improve energy efficiency via future energy savings that are guaranteed by Trane, eliminating the need for a significant capital expense. In addition to our work in the Commercial/State & Local/K-12/Higher Education vertical markets, Trane has been a Trane® has been a qualified DOE ESCO since 1999 and has **implemented Federal ESPCs** for the Defense Logistics Agency, Department of State, Navy, Army, Air Force, US Forest Service, US Geological Survey, and the General Services Administration.
- **Energy Monitoring & Analysis** Trane uses intelligent tools to monitor, track, predict, and optimize building operations. We offer a complete energy management solution that delivers improved building performance and reduced operating costs. Trane's software-driven energy

load management and predictive analytics tools forecast, plan, and manage energy consumption to avoid higher electricity prices. Trane Intelligent Services has four major components:



Building Performance

Trane building professionals analyze data and equipment behavior in the context of the overall system, discovering hidden information and opportunities for improvement.



Energy Performance

Trane professionals maintain 24/7 watch over your critical building systems, proactively detecting issues and analyzing alarms, and initiating responses according to your specific rules of engagement.



Active Monitoring

Trane Energy Optics® and Trane Energy Analyzer—illustrate your building's energy use. Because if we can see a problem, we can change it.



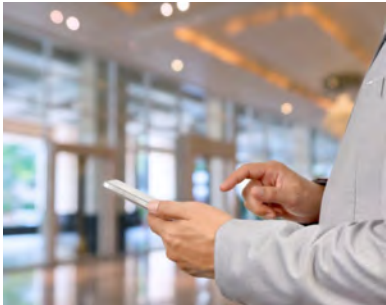
Energy Assessment

Trane's cloud-based building energy management system (BEMS) service uncovers energy waste in every corner of your building.

- **Active Energy Management** Trane develops and implements integrated Active Energy Management programs that can lower energy costs, build sustainability, and reduce dependence on the electrical grid.
 - o Renewable Energy & Distributed Energy Resources Trane can develop distributed energy resources (DER) to improve sustainability and resilience. Our services include onsite installations and renewable energy purchasing strategies, including virtual power purchasing agreements (VPPA). Trane's dedicated Renewable and Resilient Energy and Power Systems Team can implement solar PV, solar hot water heating, rainwater harvesting, biomass heating plants, geothermal heat pumps, cogeneration biogas, water/wastewater, and smart grid technology.
- **Financing & Energy Services Contracting** Trane's Financing Group provides expertise in grants, utility rebates, performance contracts, energy services agreements, and public-private partnerships that fund sustainability programs. Trane experts help customers select the best tool for their goals. Trane experts also help customers increase their buying power as part of a purchasing cooperative or group. Trane is a member of the nation's leading cooperative and group purchasing organizations supporting public, non-profit, and health care organizations.

OPERATE, MAINTAIN & REPAIR

- **Connectivity and Cloud Services** Trane provides secure and scalable solutions via Trane’s building optimization tools that reduce operating costs and improve comfort and efficiency. Trane Connect is a cloud-based customer portal that offers secure, firewall-protected access to building systems for remote monitoring and routine maintenance. Trane’s Tracer Ensemble Building Management System is a premier web-based building management system that eliminates the complexity of managing multiple building systems across multiple sites. Tracer manages sites from a PC, tablet, or smart phone. Trane works closely with IT teams to help ensure our connected building management systems provide secure access for authorized users, and only authorized users. Trane provides seamless integration of any open standard protocol building system so that sub-systems work together and share vital information.
- **HVAC System Management** Trane develops warranty and maintenance programs that improve budget planning, save energy, and minimize downtime. Offerings include start-up services to ensure a new system is performing to spec., service agreements to extend system life, extended warranties that provide longer duration/comprehensive coverage, and predictive services to detect issues early.
- **HVAC System Repair** Trane provides locally based, factory-trained technicians to service Trane systems as well as any other brand of HVAC equipment.
- **Rental Solutions** Trane Rental Services provides 24/7/365 local service, engineering expertise and an expansive fleet of rental chillers, air conditioners, cooling towers, air handlers, portable heaters, power generators, and ancillary products for planned or unplanned, simple, or complex, and short- or long-term needs.
- **Parts and Supplies** Trane Supply provides HVAC service professionals with parts, supplies, and replacement equipment to help them serve their customers via a network of more than 360 locations throughout the United States and Canada.



DESIGN, UPGRADE & MODERNIZE

- **Upgrading Existing Equipment** Trane upgrades help HVAC systems operate more efficiently and environmentally friendly. Typical upgrades include controls, variable frequency drives, and refrigerant conversions.
- **Building Systems Design and Upgrades** Trane maintains high performing buildings by keeping building automation, HVAC, lighting, and central plants up to date with the latest BAS innovations.
- Trane has expertise in **Central Plant Design**. Examples include:
 - o **Clemson University Central Energy Plant**, Clemson, SC – Feasibility Study, Design, Construction



- o [Georgia World Congress Center, Atlanta, GA](#) – 30 MBTU of new condensing boilers and a new Central Energy Plant that includes new energy efficient chillers, boilers, and pumping systems.
- o [Hillsborough County Central Energy Plant, Tampa, FL](#) – Design, Construction, Operation and Maintenance of a 3,900-ton central energy plant with 84 thermal ice storage tanks and extensive underground piping system connecting seven county buildings.
- o [Pinellas County Central Energy Plant, Clearwater, FL](#) – Feasibility Study, Design, Construction, and Operations and Maintenance
- o [Pueblo County Courthouse, Pueblo, CO](#) – EarthWise® Ice-Enhanced, Air-Cooled Chiller Plant
- o [Tampa Housing Authority and Bank of America Development, Tampa, FL](#) – Encore Central Energy Plant
- Trane has experience working with municipal owners and their design consultants on Wastewater Treatment Plant Equipment and Maintenance projects. Examples include:
 - o [City of Bremerton, WA, Wastewater Treatment Plant](#)
 - o [City of Lakota, WA, Wastewater Treatment Plant](#)
 - o [City of Lynwood, WA, Wastewater Treatment Plant](#)
 - o [City of Monroe, WA, Wastewater Treatment Plant](#)
 - o [City of Santa Rosa, CA, Wastewater Treatment Plant](#)
 - o [LOTT Cleanwater Alliance, Budd Inlet, Tacoma, WA, 335kW digester methane gas driven cogeneration systems and Treatment Plant](#)
- **HVAC System Retrofits** Trane evaluates whether a retrofit or replacement will provide the better return on investment. Trane provides the service and support from conception to completion to select the ideal equipment and controls for buildings and can implement the installation as mechanical contractor.
- **Indoor Air Quality (IAQ)** Trane’s IAQ Assessments include a fact-based, comprehensive review of building results and a straightforward report of condition. We can make recommendations on how to improve building air quality to meet the latest industry guidelines and implement the changes. Trane also provides ongoing IAQ monitoring. Trane’s system improvements meet industry guidelines and reduce energy costs. Our solutions include:
 - o Ultraviolet Lamps in Ductwork to prevent microbial buildup on air filters, cooling coils, drain pans, and duct surfaces.

Optimize Indoor Air Quality

HVAC systems play a prominent role in air cleaning. In addition to our best-in-class equipment, Trane’s IAQ Assessments provide a comprehensive review and report of building conditions and concrete guidance based on your overall system performance. Our IAQ solutions include ultraviolet lamps in ductwork, dynamic air cleaners, and Synexis® Dry Hydrogen Peroxide (DHP™) which works 24/7 to fight certain viruses, bacteria, mold, odors, and insects. Our approach covers the four key areas of air quality improvement:

			
Dilute <i>Use outdoor air to dilute buildup of contaminants</i>	Exhaust <i>Exhaust air from kitchens, restrooms, and combustion systems efficiently</i>	Contain <i>Maintain indoor humidity levels and remove contaminants</i>	Clean <i>Use HVAC system to reduce particles, odors, or microorganisms</i>

- o Dynamic Air Cleaners to ensure that your HVAC system not only heats and cools—but cleans the air.
- o Synexis® Dry Hydrogen Peroxide (DHP™) to fight viruses, bacteria, mold, odors, and insects.

Trane’s recent K-12 IAQ experience includes:

- [City of Des Peres, MO](#)
- [San Felipe Del Rio Consolidated Independent School District, TX](#)
- [Mason Public Schools, MI](#)

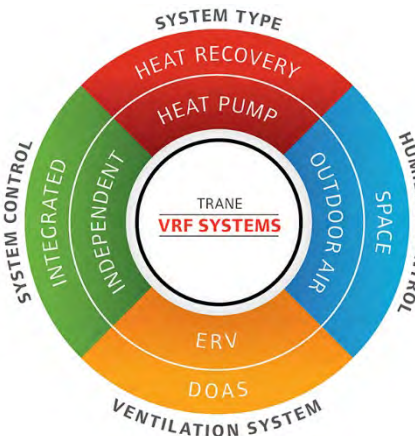
The following K-12 IAQ initiatives were completed under Trane’s OMNIA agreement:

- Normandy School District, MO
- Muhlenberg County Schools, KY
- Danville Independent Schools, KY
- Webster County Schools, KY

Lines of Business: Trane Building Systems and Technologies

VARIABLE REFRIGERANT FLOW (VRF) AND DUCTLESS SYSTEMS

Variable Refrigerant Flow (VRF) technology is taking the HVAC industry by storm. VRF technology is a popular choice for a variety of building sizes and uses by offering higher energy efficiency, smaller footprints, and greater flexibility. Additionally, VRF heat pumps and heat-recovery systems are popular strategic electrification solutions as part of the greater drive towards the decarbonization of HVAC systems.



Trane has paired applications knowledge and expertise with its extensive equipment and controls offerings to provide variable refrigerant flow (VRF) systems solutions. This fully integrated, high-performing HVAC system solution is designed to deliver customized comfort throughout any commercial space. Regardless of the capacity, energy efficiency, functionality, or performance-monitoring requirements, our VRF Systems Solutions, featuring Trane® / Mitsubishi Electric VRF Technology, are designed to exceed the comfort and sustainability goals established for commercial building projects.

- **N-Generation CITY MULTI® VRF** Trane® / Mitsubishi Electric VRF products include a variety of outdoor units, indoor units, ventilation solutions, controls, and more to design a complete VRF system for any building.
- **Trane®/ Mitsubishi Electric P Series** Ductless, boundless, and full of Potential, the P Series systems are highly efficient and the right solution for your light commercial applications. Outdoor cooling units. Indoor units. Ductless controls.

- **Nv Series Zoned Cooling and Heating Solutions** Ductless with a difference, the Nv series affords user-friendly, zoned cooling and heating solutions for single- or multi-room applications.
- **Nv Series Zoned Cooling and Heating Solutions** Ductless with a difference, the Nv series affords user-friendly, zoned cooling and heating solutions for single- or multi-room applications.

CHILLERS — LEGENDARY RELIABILITY, QUIET SOUND, AMAZING ENERGY EFFICIENCY.

- **Comprehensive Chilled Water Systems** Trane's comprehensive chilled-water systems employ best practices in chiller plant design that align with current industry guidance for achieving high performance cooling, heating, and ventilation, all while reducing first cost.
- **Comprehensive Chiller-Heater Systems** Trane Comprehensive Chiller-Heater systems — featuring electric heat pumps — provide cost-effective, energy-efficient, reliable cooling and heating, while reducing carbon emissions. Ideal for larger buildings, especially those with a central plant, these pre-engineered system solutions make electrified HVAC systems easier to specify and implement.
- **Intelligent Variable Air Systems** Our Intelligent Variable Air systems simplify the design and implementation of systems that HVAC designers typically consider complicated and time-consuming. With new technologies and optimized controls, these systems are 20% to 30% more efficient than traditional multiple-zone VAV systems.
- **Water-Cooled Chillers** We have optimized our fleet of water-cooled chillers to help customers maximize efficiency, benefit the environment, and reduce operating expenses. With HVAC costs making up 40% of commercial building energy consumption, the right chiller represents an incredible opportunity to reduce the energy intensity.
- **Air Cooled Chillers** High efficiency and low noise are the hallmarks of all Trane's air-cooled chillers. Our robust portfolio features a wide operating map, so you can find the just-right solution for your building. We offer an array of tonnage sizes, efficiencies, and performance features to meet your requirements. Whether you need a classic chiller with dependable performance or an environmentally conscious chiller with next generation refrigerant, there's a Trane model for every customer.
- **Modular Chillers** MiniMod™, SuperMod™, PolyTherm™ and Manhattan™ Gen II chillers represent the line-up of Trane's modular chillers. Trane is committed to manufacturing products that are highly efficient, reliable, serviceable and cost effective. Our proven performance is backed by careful engineering.
- **Cold Generator Scroll Chillers** The Cold Generator Scroll Chillers are a family of traditional capacity and compact expandable capacity Scroll chillers suitable for a range of comfort and process cooling applications. Concise footprints and doorway friendly design make them an ideal solution for new construction, retrofit and replacement applications

TRANE® PACKAGED UNITS AND SPLIT SYSTEMS

Whether for a large data center, a complex commercial concern or a small business, Trane offers sustainable options to deliver customized comfort and efficiency.

- **CoolSense® Integrated Outdoor Air Systems** The CoolSense® pre-packaged HVAC design system combines a dedicated outdoor-air system (DOAS) with chilled-water sensible-cooling terminal units to deliver a flexible, energy-efficient solution that enhances comfortable spaces and simplifies maintenance.
- **Intelligent Variable Air Systems** Trane Intelligent Variable Air systems simplify the design and implementation of systems that HVAC designers typically consider complicated and time-consuming. With new technologies and optimized controls, these systems are 20% to 30% more efficient than traditional multiple-zone VAV systems.
- **Zoned Rooftop Systems** Ideal for small buildings, Trane® Zoned Rooftop Systems provide cost-effective options to increase comfort and energy efficiency, while simplifying operation and maintenance. These packaged systems make advanced functionality affordable and easy for non-technical users to operate.
- **Rooftop Units** Small to Large Commercial Rooftop Units: 2 - 162 Tons. Our broad portfolio of solutions can meet any building's footprint requirements and are easy to install and maintain.
- **Split Systems** Trane offers the broadest selection of split system components. Design the system you need for a corner retail shop, light commercial application, office building, hotel, school and more. Choose from gas furnace and indoor coil options for smaller buildings to a full line of air handler units and compressors with capacities from 6 - 120 tons.
- **Self-Contained Systems** For new construction or retrofit, Trane self-contained HVAC systems are a great fit. Some projects can make installation of HVAC systems tricky. With a complete line of self-contained HVAC systems from 20 - 110 tons of capacity, Trane can satisfy any new construction or retrofit application with reliable, energy efficiency comfort.
- **Water Source Heat Pumps** Fully compatible with geothermal technology, Axiom™ water source heat pumps from Trane offer higher efficiencies — up to 40 EER on select configurations — than other conventional heat-pump technologies, along with precise space heating and cooling capabilities for superior comfort. Available eFlex variable-speed control minimizes on/off system cycling, temperature swings, noise, and energy use. Axiom™ durability, performance and efficiency means exceptionally low life-cycle costs to boot. Building owners can also take advantage of a 10% federal tax credit on qualifying installation costs if geothermal system placed in service before Jan. 1, 2022.
- **Dedicated Outdoor Air Solutions** Trane® dedicated outdoor air systems condition 100 percent outdoor air — improving indoor air quality, controlling relative humidity, and reducing the load on other HVAC equipment in a building.

AIR HANDLERS, TERMINAL DEVICES, VAV AND FAN COILS

- **CoolSense® Integrated Outdoor Air Systems** The CoolSense® pre-packaged HVAC design system combines a dedicated outdoor-air system (DOAS) with chilled-water sensible-cooling terminal units to deliver a flexible, energy-efficient solution that enhances comfortable spaces and simplifies maintenance.
- **Terminal Devices** The Trane® portfolio of fan coil, unit ventilator and blower coil solutions are designed to make installations faster and easier, and to maximize HVAC system performance. Using advanced technology, these systems reliably and efficiently deliver the comfort your building occupants need. We are the only manufacturer that offers factory-commissioned, single-zone VAV systems integrated with Tracer® UC400 controllers, delivering up to 66 percent higher efficiency, temperature stability, quiet operation, and dehumidification advantages for varying-occupancy spaces. Trane fan coil, unit ventilator and blower coil solutions deliver efficiency and comfort to a wide variety of buildings, applications, and people — quietly and dependably — day after day, year after year.
- **Sensible-Cooling (DOAS) Terminal Units** These terminal units reduce energy use and operating costs with Electronically Commutated Motor (ECM) and modulating airflow control algorithms. Trane sensible-cooling terminal units are constructed with a 10.5 inches casing height and are an excellent choice when plenum spaces are tight.
- **Variable-Air-Volume Units** VariTrane™ variable-air-volume units (VAV) are among the industry leaders in quality and reliability and are designed to meet the specific needs of today's applications. This generation of VariTrane units builds upon Trane's history of quality and reliability and expands the products into one of the most complete variable-air-volume units offering in the industry. Our units feature rugged variable-air-volume units construction, are available in several different profiles to suit the space available, and all utilize digital controls for energy-efficiency and to facilitate interface with building management systems.
- **Performance Climate Changer® Air Handlers** Trane® Performance Climate Changer® air handlers can help HVAC systems achieve higher energy efficiency and indoor air quality while reducing maintenance requirements – adding life to buildings and improving the lives of people within them. From the most straightforward needs to wide-ranging demands for air cleaning, dehumidification and energy savings, there's a Trane Performance Climate Changer® air handling unit to deliver everything your project requires.
- **Air Handler Technologies** Trane continually invests in air handler research and development of new products to adapt the changing needs of today's HVAC market. Our focus on whole systems has led to the design of many custom options that can be incorporated into standard cataloged air handler, providing a more cost-effective solution than a completely custom-built unit. These custom-engineered air handler solutions are offered as factory-packaged specials that deliver Trane quality, enable simplified on-site installation, and provide proven, tested performance. The air handler solutions address such issues as humidity control, energy recovery, special acoustical needs, air filtration and the use of optional fuel sources.

- **Unit Heaters** The Trane electric architectural forced-air wall unit heaters combine quiet, reliable heating with an attractive cabinet design. Their ease of installation, rugged construction and architectural styling particularly suits them for space heating applications in commercial, industrial, and institutional applications. These unit heaters range from smaller room-sized electric heaters to large indoor and outdoor duct furnaces.

VARIABLE FREQUENCY DRIVES (VFD)

Trane TR200 Series drives play an important role in a system to reduce energy usage, extend motor life, optimize AC motor speed control, maximize occupant comfort, and reduce costs.

- **TR200 Series Variable Frequency Drives** Trane TR200 Series drives' support of open standard protocols make them compatible with virtually all HVAC equipment and building automation systems. They can also be ordered specifically for a project and easily installed on-site for new and retrofit applications. With a complete range available from 1½ to 1350 HP, the features and flexibility of TR200 Series drives make them ideal for stand-alone control of cooling towers, exhaust fans, pumps, and a variety of air handlers.

ENERGY STORAGE

- **Thermal Battery Systems** Trane Thermal Battery™ systems are premier HVAC plants that provide a distributed resource for our changing grid. Their ability to store thermal energy enables your building to reliably modify HVAC operations to optimize for carbon reduction or energy cost savings.
- **Thermal Energy Storage Solutions** Leveraging Trane energy storage technologies can help improve how power supply is managed, creating a more resilient energy system by increasing your building's energy agility for greater sustainability and profitability, while reducing grid dependency. Trane offers a number of energy storage solutions to help our customers meet their objectives. Solutions include thermal energy storage (ice or chilled water storage), batteries, and industrial process and flow management solutions.

PRECISION COOLING

Precision cooling is essential for mission critical applications such as data centers and indoor agriculture. With industry-leading expertise and a wide array of solutions and services, Trane — a holistic provider — can help customers ensure mission critical facilities are highly reliable, efficient, and sustainable. Trane's application engineering expertise and systems approach allows for efficient, flexible, and scalable integrated designs, meeting specific customer needs that ensure uptime and performance.

- **Precision Temperature and Humidity Control** Trane delivers a broad range of cooling capacities for mission critical applications, from a small technology room to the largest data centers —all supported by the local services organization with global footprint wherever and whenever you need it.

Trane Building Management and Automation

At the base of every system, we provide an integrated and secure solution that meets the needs of your project or building, with the ability to optimize your HVAC equipment, lighting and more. Take back control of your building and achieve the operational excellence you and your customers are seeking.

- **Solutions for Large Buildings and Campuses** Design and manage smarter buildings. Our Tracer® Ensemble® technology provides the ultimate user experience by combining custom reporting and dashboards to view and optimize assets. Easily access alarms, setpoints, and schedules from virtually anywhere through a secure remote access. Additionally, with Ensemble you have access to Tenant Services™ and Work Order Management to maximize your occupants' comfort while minimizing stressful procedures. Tracer® SC+ with its easy-to-use Synchrony® Interface is a powerful building automation system for your facility that will integrate systems to simplify command and give you better control over comfort and energy efficiency. Lighting Solutions: control over half of your building's energy use by integrating your lighting system with one simple-to-use interface. With Air-Fi® Wireless, you can create the reliable, flexible system you want without the wires. It also allows for easy Building Automation System infrastructure updates by allowing a phased approach based on your timeline.
- **Small Building Solutions** Our Pivot® Smart Thermostat System allows you to maintain an ideal environment that works for you with an easy-to-use interface. Smart thermostat features enable you to easily manage comfort as a natural part of your day. Does your business have multiple buildings or locations? Pivot provides the ability to control multiple buildings, so your occupants can thrive in every location. Pivot® Smart Thermostat system now integrates with Tracer® Ensemble® Cloud! This new integration brings the capabilities of an enterprise management system to include buildings that are only thermostat-controlled equipment.
- **Air-Fi® Wireless Communications** A communicating and sensing technology that allows the different parts of a building system, from your HVAC and building controllers, to communicate wirelessly. Cut the wires — and get comfortable with Trane® Air-Fi® wireless.
- **Lighting Solutions** Trane has a dedicated lighting group that provides a holistic approach to procure, design, and implement lighting solutions that maximize energy conservation and save money. HVAC and lighting are two of the biggest energy users in commercial and industrial buildings. Together they consume approximately 52% of a typical building's energy use. HVAC and lighting also have many similarities in their relationship to building occupancy and use, so it makes sense to manage them holistically to maximize energy conservation. Trane's team has overseen the installation of more than \$150 million annually in lighting solutions for a wide range of clients. This massive volume of lighting projects affords Trane the ability to purchase Tier 1 lighting products cost



Trane uses strictly **Tier 1** quality lighting products. Only seven of the hundreds of thousands of lighting manufacturers in the world are considered **Tier 1**.

Most of these products are made in the US, Canada, and Mexico.

effectively. We can integrate lighting to HVAC systems via your Building Automation System (BAS).

- **Controls Solutions for Light Commercial Contractors** Bringing innovative technology and solutions to your customers is more important than ever. Achieve new levels of productivity, energy efficiency, reliability, and preparedness by partnering with Trane.

Trane Design and Analysis Software Tools

- **Design Tools** TRACE® 3D Plus Load Design, Trane® Design Assist™, VariTrane Duct Designer, Pipe Designer are among some of the applications in this portfolio.
- **Analysis Tools** Among 3 applications in this category, TRACE® 3D Plus is our next generation building design and analysis software program that delivers faster, more accurate results through a seamless workflow that closely aligns with today's building process. The latest HVAC systems and controls can be modeled quickly, precisely and with the intricacies of today's many building applications. TRACE 3D Plus is built on the U.S. Department of Energy's EnergyPlus engine and enhanced with Trane's industry leading expertise to help designers validate and interpret projects with confidence and clarity. All of these new features plus a more robust support experience to get you up and running quickly.
- **Selection Tools** Trane's product selection program formerly known as TOPSS™, is now Trane® Select Assist™. Users can now access this flexible and powerful tool on their PC, tablet, or smartphone. Our selection program guides users through the process of configuring Trane equipment to meet or exceed the project specifications.
- **Complimentary Calculators and Charts** Trane software range features a variety of free tools that make your design and analysis tasks easier. These calculators include software to calculate your potential LEED compliance.

Additional Information Advantageous to Racine County

CREATIVE FUNDING

Power Purchasing Agreements

A [Power Purchasing Agreement](#) (PPA) is typically used for renewable technologies or energy-generating infrastructure. This structure is generally considered off-balance sheet and is not debt for the end user. In this structure, Trane would install the renewable, micro-grid, or energy-generating assets and create a long-term contract with the public agency to purchase the power generated by the infrastructure installed. The capital to fund this project is provided by Trane directly or through a third-party financier or owner. The asset would then be offered to the public agency at the end of the contract term in form of a purchase option (fair market value).

This structure is advantageous because it allows the third-party owner of the asset to take advantage of depreciation and tax credits (in the case of renewables). This can significantly lower the total operating cost of the infrastructure, which makes your operating contract less costly. This financing structure is beneficial for public agencies looking to lock in a low and consistent utility rate in exchange for hosting

energy generating assets, supports the public agencies sustainability initiatives, and is owned by a third party.

Energy Services Agreement

An energy services agreement (ESA) is an alternative that has the opportunity to be considered as credit-neutral structure from an accounting point of view. Under an ESA, a customer agrees to make contingent payments based on the energy savings or other contractual allowances realized, rather than a fixed debt-service payment. In this way, the customer is assured that the payment it makes is always less than or equal to the corresponding reduction in operating cost. As a result, there is a neutral or positive impact on your cash flow. Using an ESA assures that there is a direct relationship between the payment and the verified energy savings realized:

- This model leverages third-party ownership of an asset to be eligible for federal and state tax benefits that would not be traditionally available to the public sector
- Structured as a service contract to relieve capital budget burden
- Zero capital outlay
- Zero balance sheet impact
- Payable from operating funds
- Preserves capital and borrowing

Energy-as-a-Service (EaaS)

Similar to an ESA structure, under Energy as a Service (EaaS) model, the project assets are owned by a third party. Trane takes on the performance risk, and the customer pays for the services provided by the project. EaaS is a fee for service model designed for customers to pay per unit of energy they consume subject to the availability of the installed equipment. Much like electricity generated from a solar PPA, efficiency savings from installed equipment such as chillers, boilers, lighting, etc. can be structured much like a Power Purchase Agreement (“PPA”).

The structure is outcome based with the customer receiving agreed upon key performance indicators (KPIs) and savings as applicable, and/or any combination thereof. The customer payments will be reflective of the project performance. Working with the Trane, the SPE sets a certain level of performance. If the performance isn’t realized, the Trane will make up any shortfall. At the expiration of the contract, the customer will have the option of extending the contract term, paying the fair market value for the project assets, or returning the project assets to the SPE owner. The abandon in place option is at the discretion of the SPE owner. All these options will be negotiated between the parties.

Public-Private Partnerships (P3)

Under a public-private partnership (P3) model, the customer can assign to Trane or a third-party certain risks that are normally borne by the public owner under a traditional arrangement like a design-build contract. These risks include the design, construction, and maintenance of the project.

This financing arrangement allows the customer to assign construction, performance, and maintenance risks components to a third party, while minimizing financial impacts. This can provide you with an expected and secured annual operating cost over the term of the contract. It will also spell out the end-of-term customer options.

In this public-private partnership, the delivery model requires an agreement between a public owner and a private sector partner for the design, construction, funding, and operations and maintenance of the assets by the private sector partner over an agreed upon amount of time. A P3 normally uses a performance-based methodology for the technical requirements and specifications. This allows the customer an opportunity to leverage Trane’s experience and expertise to guarantee a defined level of performance of an asset throughout the life of the agreement. Financing can be a combination of equity and debt.

Under this P3 arrangement, the operations, maintenance, removal, and performance risks are wholly shifted to Trane in order to supply the credit support required by private sector equity providers. Trane can assume complete O&M responsibility with a corresponding assignment of risk, or we can offer operations management supervision –with O&M provided by your workforce with less risk transfer.

ANTICIPATION DISCOUNT PROGRAM

The Trane Anticipation Discount Program can give you the opportunity to add value to your HVAC Supplies by reducing the cost of purchase by making payment prior to shipment. With this program you can reduce your costs while financing the project at an attractive rate, gain immediate order approval and enhance your credit standing.

The Trane Anticipation Discount Program can be customized for each project you are planning, using any Trane HVAC supplies, allowing for variable payment amounts in addition to variable payment dates.

The amount of your final discount is based on a formula that incorporates several factors including payment amount, time of payment, current discount rate and sipping dates.

OPPORTUNITIES FOR K-12 ENERGY EDUCATION

As a leading global provider of indoor comfort systems and services, Trane feels a responsibility to educate students on the importance and benefits of energy efficiency. Trane has several educational opportunities for school administrators:

The BTU Crew™

Trane’s **BTU Crew** is an educational program that teaches kids easy ways to save energy. The program promotes STEM careers by showing students how much fun science and energy can be. When you invest in your school’s infrastructure, you invest in your students’ futures as well. We can help you create a better learning environment where the school becomes a living, hands-on learning lab and provides relevant program curriculum to round out your student education with practical skills for when they graduate.



Trane provides this feature for one building at no cost. Trane's educational emphasis:

- Teaches students of all levels the basics of energy
- Creates passion for a future career in science, technology, engineering, and math (STEM)
- Engages students in decisions impacting their school's energy use
- Builds real-life skills in technical education with industry-recognized certifications

Promotes an Early Interest in Energy and STEM

Studies show that kids can develop life-long preferences at an early age. By the fourth grade, one-third of boys and girls have lost an interest in science. By eighth grade, almost half have lost interest or deemed it irrelevant to their education or future plans.

That's why Trane's educational offerings begin early in a student's life. The BTU Crew™ encourages interest in STEM, and helps students learn how to increase energy efficiency. The BTU Crew™ is:

- Interactive and engaging
- Customizable and adaptable
- Available in Grade 4+ and Grade 8+ versions

Provides Hands-On Learning Through Digital Solutions

Easy-to-use interactive digital tools give students an engaging, visual way to learn the concepts of energy efficiency and sustainability by understanding the energy use in their own school. Students can design the dashboard metrics and track results toward energy and carbon footprint goals, giving them a deep understanding of the dynamics of energy – while advancing their analytical and problem-solving skills.

Students Gain Knowledge on Energy and Learn How to Make a Difference

Over the course of six lessons, your students will learn about energy, energy efficiency, careers, and ways to act.

- **Energy 101:** Students learn about energy, energy transformations and energy usage.
- **I Spy...Energy Efficiency:** Students learn what energy efficiency means and how to be energy-efficient through hands-on experiments.
- **Careers:** Students learn what different types of engineers do, specifically concerning energy usage.
- **Energy Audit:** Students conduct a preliminary energy audit of their school using Trane's web-based tool to view real results.
- **What's Our Energy Score:** Students analyze the results of the energy audit.
- **Expand the BTU Crew™:** Students act by presenting findings or writing a letter to a local legislator.

NC3 – The National Coalition of Certification Centers



Trane is a proud sponsor of **NC3**, a national network of educational institutions working with industry, trade, and professional organizations to develop and implement industry driven, portable certifications. Trane’s NC3 initiatives focus on technical education and workforce development in the HVAC and energy efficiency sectors. NC3 provides curriculum and associated certifications that high school students can earn.

These certifications are designed for integration into an existing technical program to enhance what is already being taught. NC3 certifications can be applied across several different industries, therefore creating flexible, stackable, and relevant credentials to students and a wide variety of employers.

Integrating industry certifications into an academic course combines the best of both worlds by enhancing teacher skills, delivering the professional development that technical educators look for, and providing students with more opportunities and relevant job-ready skills.

NC3 National Signing Day

NC3, working with companies like Trane, also delivers innovation – an example being NC3 National Signing Day. This is where students, many of whom are in their last year of high school, are recognized at their chosen Technical College like how athletes sign letters of intent for Division I colleges. In this case, students are recognized for choosing to pursue a technical education.

Trane has many capabilities that make us different than our competition. We work with our education partners to strategically use everything that Trane has in our portfolio of services. Detailed on the following pages are just a few of the offerings that Trane feels would interest to school districts.

We Will Help You Spread the Good News

Trane regularly collaborates with our customers to promote projects, milestones, and results – with customer consent, collaboration, and approval every step of the way. We work with our customers to determine what, when and how to promote milestones that mutually benefit both parties and showcase a shared commitment to innovation, energy efficiency and sustainability. Sample promotional opportunities include:

- Social media posts
- News releases on key project milestones
- Joint events and speaking engagements
- Written or video case studies
- Website or annual report feature
- Customer awards and recognition

We also regularly honor customers that demonstrate the highest levels of commitment to energy efficiency and sustainability through our customer awards program, which includes our Energy Efficiency Leader Award and Climate Stewardship Award. Promotional elements for recognition vary based on customer preferences, but often include some combination of an employee or public event / award presentation; written and video case studies; news release; building tour; media outreach; and social media posts and internal employee communications.

Here are a few examples of publicity that have resulted from similar projects.

River Trails Elementary School, Mount Prospect, IL



River Trails District 26 honored for sustainability efforts

Daily Herald report Updated 10/19/2021 10:15 AM


River Trails Elementary School District 26 in Mount Prospect recently received a Reducing the Energy Intensity of the World Award for its sustainability commitments, including a significant reduction in energy consumption at its facilities, officials announced this week.

The award from Trane Technologies coincided with the christening of the newly renovated Prairie Trails School, Mount Prospect's first net-zero energy consumption facility. Net-zero energy consumption buildings use a total amount of energy annually that is equal to or less than the amount of renewable energy created on-site.


Prairie Trails School is on track to save more than \$32,000 a year in gas and electricity costs while offering optimized indoor air quality and reliable, energy efficient performance, officials say. Solar panels, combined with other energy saving design elements, are offsetting the building's annual electricity consumption.

"The renovation of Prairie Trails School was a significant project for our district," said Lyndl Schuster, assistant superintendent for business services. "Not only did we require an upgrade to our facilities in order to best serve our students, we also wanted to remain committed to a districtwide sustainability initiative."


Williamson County Schools, TN




"Because of TRANE, we are paying less today for utilities than we were 5 years ago – and we've added five new schools."



Tommy Little – Williamson County Commissioner
Education Committee Chair



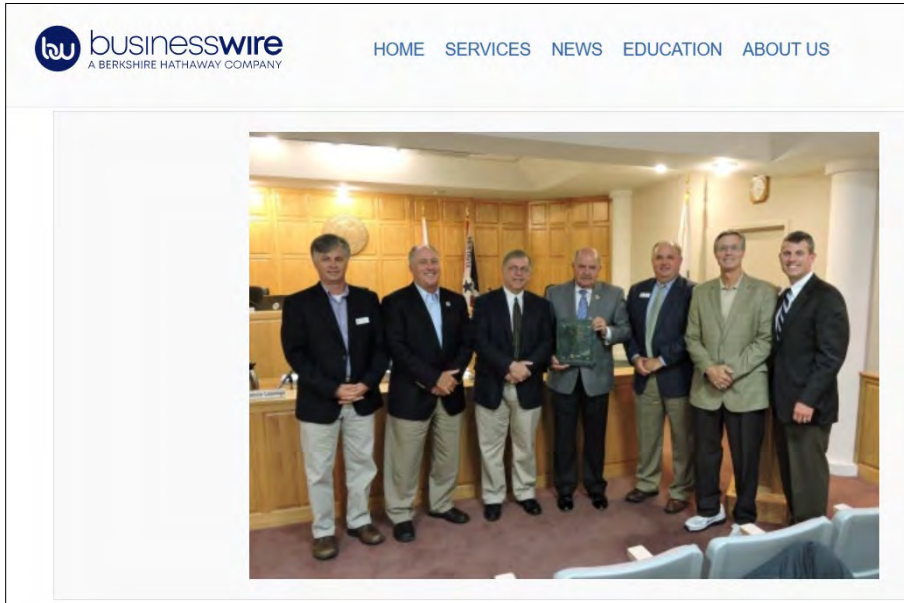
WILLIAMSON COUNTY
Tennessee



Presentation for Association of County Mayors in , Tennessee, *Infrastructure Improvement and Energy Conservation Program funded with Guaranteed Savings – In Tennessee*, Aug. 30, 2021, features quote about Williamson County project that Trane completed*

“Because of TRANE, we are paying less today for utilities than we were five years ago – and we’ve added five new schools” Tommy Little, Williamson County Commissioner, Education Committee Chair, Williamson County, Tennessee

City of Vestavia Hills, AL



Trane’s exterior [lighting upgrade](#) for the City of Vestavia Hills, AL resulted in this [web site article](#). Trane presented the City with an Energy Efficiency Leader Award since the project cut energy consumption in NC3 – The National Coalition of Certification Centers

8. References

- 8. Minimum of three (3) comparable references of current work being performed. Information shall include name, phone number, fax number and email address of a person that may be contacted. Ideally, at least two (2) references will be with a government facility of similar size. Also include a brief description of the projects.

Reference 1: Roanoke City Schools

Company: Roanoke City Schools Comprehensive Solutions and OMNIA Projects

Address: 3601 Ferncliff Avenue NW, Roanoke, VA 24017

Contact Person: Jeff Shawver – Chief of Physical Plants

Phone: 540-853-6306

Email address: jshawver@rcps.info

Description of project:

HVAC Equipment and Products:

- Installation of VRF system at Noel C. Taylor Academy and Fishwick Middle School

- Rooftop unit replacement at Forest Park Academy
- Boiler replacement at Roanoke Academy for Math and Science and Lucy B. Addison M.S.
- Chiller replacement at Roanoke Academy for Math and Science
- Chiller and cooling tower replacement at Lucy B. Addison Middle School
- VFDs on condenser water pumps at high schools
- Gym cooling at Lucy B. Addison M.S., Madison M.S, Garden City E.S., and Westside E.S.

Installation and Services

- Lighting upgrades including energy efficient internal and external LED lighting
- Building envelope upgrades
- Water conservation upgrades

Related Products, Solutions, and Other Services:

- Controls upgrades including Trane Intelligent Services
- Financial services
- Training
- Educational services

Reference 2, City of Mesa Parks

Company: City of Mesa Parks, Recreation and Community Facilities OMNIA Projects

Address: P.O. Box1466 | 4444 | Mesa, Arizona, 85211

Contact Person: Barry Lougheed

Phone: 480-644-3732 (T), 602-350-6322 (C)

Email address: barry.lougheed@mesaaz.gov

Description of project:

HVAC Equipment and Products:

- New Chillers in several different buildings
- New HVAC equipment

Installation and Services

- Turnkey building mechanical retrofits
- Street lighting retrofits
- Closed Circuit TV (CCTV) services

Related Products, Solutions, and Other Services:

- New Trane control systems in 40+ buildings
- Hosted Ensemble
- 3rd party system integrations
- Control system services
- Lighting control systems
- Training

Reference 3: Gateway Technical College

Company: Gateway Technical College Indoor Environmental Quality Project through OMNIA

Address: 1001 S. Main Street, Racine, WI 53403

Contact Person: John Thielen, Director of Capital Projects

Phone: 262-564-2597

Email address: thielenj@gtc.edu

Description of project:

HVAC Equipment and Products:

- Installed Synexis® in-room devices for Indoor Air Quality improvement

The leaders at Gateway Technical College in Southeastern Wisconsin needed to create the best possible learning environment to help their 20,000 students comfortably return to in-person learning for the fall 2021 semester. Administrators wanted to optimize indoor environmental quality (IEQ) at the college's 18 buildings spread across nine campuses. For more information click [here](#).



9. Proof of Performance

a. Services Bidder Can Perform

9. To further demonstrate similar experience and provide proof of performance:
 - a. Include a detailed description of the Services Bidder can perform, including training, start-up and commissioning services, installation, maintenance, turn-key services, project approach to Indoor Environmental Quality (IEQ), repair services, rentals, leases, equipment upgrades, and any other services provided by the Bidder.

Trane provided service information in the Lines of Business: Trane Services (pages 23-33). Additional information is provided on the following pages.

Below is a list of categories provided under this contract and, by no means, is restricted to just these items. Detailed descriptions of training, start-up and commissioning services, installation, maintenance, turn-key services, IEQ, repair services, rentals, leases, and equipment upgrades are provided on the following pages.

HVAC Equipment and Products:

- All Trane commercial equipment including all applied, unitary, terminal units and heating products procured domestically
- Cooling Towers
- Frequency Drives
- Ductless split systems & VRF products
- Pumps
- Boilers, hot water heaters and water specialties
- Modular chillers
- Dust collection systems & servicing
- TAS packaged central plants
- Evaporcool evaporative process cooling
- Dynamic air filtration
- Genesis conversion (photo catalytic oxidation) technology
- Heat recovery air handlers
- Unit ventilators
- Trane parts in conjunction with Trane contracted repair and retrofit of existing Trane equipment as well as over the counter purchases
- Outsourcing of chilled and hot water by providing plants owned by Trane and leased to the governmental entity
- Adsil coatings as required on all HVAC equipment
- Indoor Air Quality services such as appraisals, filtration analysis and remediation

Installation and Services

- Lighting and retrofits
- Equipment startups and warranty support

- HVAC, refrigeration, and plumbing installation including complete turnkey replacements, new construction, renovation, and new construction projects
- Included are any ancillary labor tasks, related to HVAC, refrigeration, or plumbing installations.
- Predictive maintenance such as oil, refrigerant, and vibration analysis
- Many types of repair services with coverage (full, partial, and preventive) on existing Trane HVAC equipment types as well other OEM brand names and plumbing fixtures and systems
- Remanufacturing services **including Trane's exclusive R'Newal programs**
- All turnkey contracting including engineering, architectural and general contract work as it relates to the HVAC, refrigeration, plumbing requirements, and other mechanical systems
- Municipal services including wastewater treatment plant work, pump stations, and heat transfer systems

Related Products, Solutions, and Other Services:

- Trane building automation equipment to the extent that it is coupled with installation of both new and/or retrofit of BAS systems
- Training-both local and factory providing skill building, educational programs, and certifications
- System commissioning and reporting analytics
- Many types of monitoring such as man-in-attendance, BAS remote monitoring and Intelligent Services
- Maintenance services including full and preventive maintenance contracts including time & material contracts
- Equipment modifications as it relates to either a new construction or retrofit project including custom fabrication
- Filter change outs, contract maintenance and over the counter sales
- Warranty services and extended parts and labor warranties
- Air and water balancing
- Building Automation analytics and Energy Optics programs
- Financial services such as leasing (all types), prompt pay discounting, anticipation discounting, guaranteed savings programs and long-term financing solutions.
- Site surveys of existing facilities
- Rental HVAC equipment from Trane Rental Services
- System analysis of existing facilities including modeling and payback analysis
- Project management services such as contract managing and analysis of bids and budget prioritization
- Long range school planning and facility audits
- Data management services of existing facilities via ComfortSite
- Estimating resources for budgeting of projects
- Engineering and architectural services such as MEP, structural and civil
- Contracting for packaged enhanced solutions
- Facilities Management program
- Airport HVAC systems including localized jet-bridge air conditioners

TRAINING

Trane offers a variety of training programs to choose from. These can be conducted at your location, at a nearby Trane office, at our national training centers, or through training manuals. We can include any combination of these resources, depending on your preference.

Select the Training Method That Works for You



On-Site Training
(your facilities)



Office Training
(Trane local office)



Trane University
(factory training)



Air Conditioning
Clinics (manuals)

Our course instructors have strong controls and HVAC service backgrounds. They draw on the expertise of Trane applications engineers, product engineers, technical support engineers and product development teams to provide the best training possible.

On-Site/Virtual Training

This training is designed around applications specific to your facilities. Examples include:

- System training to understand chillers, dehumidification, and rooftop variable air volume units.
- Controls training to obtain the best performance from your building automation system.
- Boiler plant efficiency and maintenance, lighting, and water conservation measures.
- Shadowing Trane technicians while we provide contracted maintenance services.

Office Training

Trane can customize training for your employees at our offices. This includes the material covered in our Trane University courses listed below.

Trane University

Trane University offers Building Systems and Controls training in St. Paul, MN and Technical Service training in La Crosse, WI. These courses also can be conducted at Trane offices throughout North America. In either case, our instruction will further advance your staff's understanding of systems and the interaction between various components. Well-trained facility managers and technicians will minimize service costs by efficiently identifying and correcting problems.

- **Building System and Controls training** offers a comprehensive portfolio of technical courses to help you effectively monitor and coordinate your HVAC equipment and systems using your Trane building automation system. This will be provided by the Controls Vendor, CSO as referenced below.
- **Technical Service training** offers factory training for commercial systems service, maintenance, and operation. These courses are designed to increase technician competence and confidence when servicing HVAC and controls systems.

Trane A/C Clinics

Trane has developed several training manuals to support our in-person training efforts, including an A/C Clinic. This comprehensive course covers the fundamentals of heating, ventilating, and air conditioning. Each clinic includes a student workbook, with corresponding quiz questions/problems.

START-UP AND COMMISSIONING SERVICES

Trane has a strong local presence, and we service what we install with our own service technicians. Trane follows a process called Contracting to Service Transition, where the local Trane technicians' part of the start-up and commissioning so that they are prepared to support the facility once implemented. Our strong local presence and this process using our own service technicians allows us to have the fastest possible response times when a need for service should arise. In addition to providing on-site service from our local team, Trane local remote monitoring capabilities and can leverage the data that we gather with the knowledge of the Trane technicians and account team that are responsible for your facility. This approach adds to Trane's ability to provide fast and proactive service, at times identifying and starting to resolve issues prior to the customer knowing about it. Trane's maintenance services include:

- **Elite Start Services** – Give your new system the assurance of optimal performance and a long-life cycle
- **Repair Services** – Trane technicians can service all brands and types of HVAC units
- **Scheduled Agreement** – Periodic maintenance of systems to ensure peak operating performance
- **Select Agreement** – Added protection against unexpected equipment failures
- **Remote Diagnostics** – Ability to monitor your critical building systems remotely and quickly troubleshoot as necessary

INSTALLATION

A qualified and dedicated Project Manager (PM) is assigned to manage the day-to-day installation and construction activities at the project site in accordance with the design, costs, schedule, safety protocols, and QC process. The PM leads and manages the installation team, including subcontractors, and is responsible for Project Schedule. Trane has a nationwide resource pool of 133 construction managers available to provide support to the assigned PM.

MAINTENANCE

To help optimize the performance of your building systems, our service technicians and other professionals will assist at whatever level you desire. Whether you're installing new equipment, maintaining an existing system, or completely upgrading your infrastructure, we can provide the expertise to match your specific needs.

Choose from among the following services

- **Scheduled Agreement** – Periodic maintenance of systems to ensure peak operating performance

- **Select Agreement** – Added protection against unexpected equipment failures
- **Remote Diagnostics** – Ability to monitor your critical building systems remotely and quickly troubleshoot as necessary

Scheduled Agreement

Under our Scheduled Agreement offering, factory authorized service technicians perform the periodic maintenance required to keep your systems operating at their peak, so you no longer must plan, schedule, or manage routine maintenance. We are fully trained to perform maintenance on Trane HVAC equipment and other brands within your facilities.

Under a Scheduled Agreement, your building systems are maintained by our knowledgeable service technicians using Six Sigma maintenance procedures to deliver the highest level of quality. Clients often experience lower maintenance costs under a Scheduled Agreement because impending equipment failures can be identified and resolved before they become major problems.

Select Agreement

With a Select Agreement, you receive all the benefits of a Scheduled Agreement, plus parts and labor coverage for maintainable equipment selected by your team – and approved by Trane.

We will work with you to select the major components and systems in your facility that you want Trane to maintain. We cover the cost of repairing your systems or replacing the pre-selected components, should they fail. We will help you consider acceptable performance ranges, reliability, and risk tolerance to determine the level of coverage you require for your HVAC maintenance needs.

Remote Diagnostics

Quickly detect failures in your building with round-the-clock monitoring from the Trane Intelligent Services center, where our building professionals provide support 24 hours a day, 365 days a year. Beyond alarm detection, Trane building professionals with deep industry expertise analyze each incoming alarm and initiate action to resolve the issue, thereby maintaining efficiency and peak performance. The ability to address some problems remotely can reduce the need for service calls – and the amount of time your staff spends on facility-related problems.

TURNKEY SERVICES

Trane creates comprehensive solutions based on a thorough understanding of your business goals as well as your infrastructure needs. With our full knowledge of the interrelated workings of your building or buildings, we can recommend adjustments in equipment and services for maximum efficiency and cost-savings. We call this corner-to-corner approach Turnkey Contracting Services.

Even before you sign a contract, Trane ranks your building’s performance to see how it compares to your competitors’. Because we are the largest OEM of HVAC equipment, we have a global database of information regarding thousands of installed systems— including buildings belonging to other organizations in your industry. We can measure how your building stacks up with a roughly apples-to-apples comparison.

Once you've contracted for Trane Turnkey Services, we customize project solutions to fit your unique operational and performance needs. An environmentally sensitive industry such as biomedical engineering, for example, may demand carefully managed temperature, humidity, air particulates or air filtration. Our solutions may also include:

- Mechanical, electrical, lighting systems specifications, retrofit and optimization
- Building lifecycle planning
- Total cost of ownership reduction through energy-saving system specifications and operating cost optimization
- Addressing environmental and operating cost concerns through enterprise energy management systems including:
 - On-site generation
 - Water conservation
 - Energy purchasing options
 - Renewable technologies
 - Code and regulations compliance
 - Ongoing maintenance and repair

With Trane Turnkey Contracting Services, you reduce energy and operating costs while maintaining efficient operation.

PROJECT APPROACH TO INDOOR ENVIRONMENTAL QUALITY (IEQ)

Wellsphere™ from Trane is a holistic approach to building wellness. It addresses the four elements of indoor environmental quality (IEQ):

Air Quality

Improving indoor air quality (IAQ) is one of the most effective ways to address airborne health risks in your building. Indoor pollutants can be invisible to our senses, yet harmful to our health and productivity. Trane can perform an IAQ assessment of your facilities and fully vet the three solutions that Trane currently supports:

- Ultraviolet lamps in ductwork
- Synexis (dry hydrogen peroxide gas)
- Dynamic air cleaners.

Thermal Comfort

Create an indoor atmosphere that's comfortable and stimulating while balancing your energy efficiency and sustainability needs. When the right HVAC equipment and control strategies are in place, occupants can feel more comfortable and be more productive.

Lighting

The lighting design of indoor spaces can affect peoples' mood, productivity and even the rhythms of their bodies. Today's more intelligent lighting systems have significant potential to improve safety,

comfort, and productivity. By integrating controls over lighting and HVAC, Trane can make it easier to manage more of what is happening inside your building—from one easy-to-use user interface.

Acoustics

Good acoustic design can enhance concentration and focus by eliminating noise, improving sound privacy and much more. Trane is an industry leader in providing accurate, comprehensive acoustical data for our products and system designs within the building context. Quiet products are only the beginning of Trane's scientific approach to building acoustics.

REPAIR SERVICES

Chances are your facilities have HVAC and controls systems from several different manufacturers. Trane technicians are proficient in servicing all brands and types of HVAC and controls systems. These are among the comfort systems that our local technicians maintain, repair, or replace:

- Air filtration and air handlers
- Chillers (air-cooled and water-cooled)
- Chilled water and condenser water pumps
- Controls (digital and pneumatic)
- Cooling towers and evaporative coolers
- Condensing units
- Fans and humidification
- Motors and motor starters
- Rooftop and unitary HVAC units (electric and gas-fired)
- Variable frequency drives

Knowledgeable Trane technicians will troubleshoot your equipment using data compiled from experiences with clients around the world. They are trained to look beyond the immediate problem by also identifying weaknesses or potential areas of unreliability.

Rentals

If you need temporary cooling or other equipment during a retrofit, we have the resources in place to quickly deliver a solution. Trane Rental Services has been providing temporary equipment solutions for more than 25 years. Our fleet includes Water- and Air-Cooled Chillers, Package Air Conditioning Units, Air Handling Units, Diesel Power Generators, Oil-Free Compressed Air, Heaters, and ancillary equipment to support our customers.

You will have access to 24/7/365 customer service, equipment monitoring and technical support. With 25 locations in the United States and Canada, **we can deliver temporary equipment solutions to every major metropolitan market within hours.** In addition to providing solutions for emergency needs, we can also help customers with their seasonal supplemental needs, planned shutdowns and special events.

LEASES

Trane’s Financial Services includes leasing (all types), prompt pay discounting, anticipation discounting, guaranteed savings programs and long-term financing solutions.

EQUIPMENT UPGRADES

- All Trane commercial equipment including all applied, unitary, terminal units and heating products procured domestically
- Trane building automation equipment to the extent that it is coupled with installation of both new and/or retrofit of BAS systems.
- Lighting & retrofits
- Cooling Towers
- Frequency Drives
- Ductless split systems & VRF products
- Pumps
- Boilers, hot water heaters and water specialties
- Modular chillers
- Dust collection systems & servicing
- TAS packaged central plants
- Evaporcool evaporative process cooling
- Dynamic air filtration
- Genesis conversion (photo catalytic oxidation) technology
- Heat recovery air handlers
- Unit ventilators
- Trane parts in conjunction with Trane contracted repair and retrofit of existing Trane equipment as well as over the counter purchases.

OTHER SERVICES

- **Energy Services** - Energy Tracking, Energy Analysis, Evaluation of Potential Upgrades, demand response, rebates and other
- **System analysis** of existing facilities including modeling and payback analysis
- **Design Build Contracting** for upgrading and improving efficiency within municipal infrastructure including but not limited to city buildings, wastewater treatment plants, conveyance systems, water treatment facilities, metering system, and lighting, etc.

PRODUCTS AND BRANDS SUPPORTED BY TRANE

- Identify the manufacturer products/brands the Bidder can service and support.

While Trane is the industry expert on Trane equipment, we service all brands and most models of HVAC equipment. Trane technicians are sent to other competitive OEM schools across the industries (Carrier,

York, etc.) for certification. Trane is a vendor-neutral company with experience installing, maintaining, and repairing a variety of products and brands including:

Products – water-cooled chillers, air-cooled chillers, air handlers, boilers, pumps, piping, cooling towers, VAV systems, variable frequency drives, constant volume systems, building energy management systems, roof top unit air handlers, make up air unit air handlers, VRF and ductless systems, building automation systems, all heating and cooling valves, air balancing, back flow/cooling/heating valves, heat exchangers, and refrigeration.

Brands – AAON, American Standard, Amana, AO Smith, Artichill, Aurora, BAC, Bard, Bell and Gossett, Bosch, Bryant, Carrier, Coleman, Daiken, Desert-Aire, Distech, Edpac, Energy Logic, Evapco, Honeywell, Hydrother, Ingersoll-Rand, Johnson Controls/York, Lennox, Liebert, Lochnivar, Marley/Evapco, Marvair, McQuay, Mitsubishi, Multistack, Paco, Patterson-Kelly, Pool Pac, Raypack, RBI, Trane, and Vertiv.

MINIMUM WORK CREW

- Stipulate the minimum work crew that will be made available at all times, ensuring timely and effective project completion. A project foreman, fluent in English, must be onsite during all construction activities and have authority to act on behalf of the Bidder. Each site work crew must have at least one journeyman assigned.

The minimum work crew is addressed based on project type. All contracting jobs will have a project foreman (typically lead mechanic) fluent in English that has the authority to act on behalf of Trane. Each site will have at least one journeyman assigned.

SUBCONTRACTOR SELECTION

- Describe how Bidder selects sub-contractors for service and/or installation and how Bidder ensures customer satisfaction related to the sub-contractors.

Trane utilizes our Subcontractor Qualification Process to formalize screening. The standard request for proposal (RFP) process includes a two-step process of pre-qualification that is managed via ApprUV (<https://appruv.com>). Prequalification criteria includes financial stability, licenses, small business certification, resource capacity, skillset, work quality, safety rating, and legal standing. Evaluation criteria defined in the solicitation will be used to support best value selection.

All potential subcontractors complete Trane’s Contractor Qualification Statement. Our Project Manager (PM), Quality Control (QC), and Environmental Health and Safety (EH&S) Specialists complete a Contractor Evaluation Form for the screening and final selection process.

Upon completion of the subcontractor qualifications, Trane follows the steps listed below to ensure best value:

- **Bid Packages:** Bid packages are prepared by the PM with support from Development Team engineers. The bid packages describe the scope of work to be performed, drawings and sketches, the nature of the bid (i.e., design build, no change order), and the bid response format (e.g., required detail, taxes, bonds).
- **Separate Walkthroughs:** Subcontractor site visits are a prerequisite. Whenever practical, we conduct separate walkthroughs with each contractor, rather than in large groups to increase engagement and questions.

- **Multiple Bidders:** Trane solicits pricing from a minimum of three subcontractors for most scopes of work. We carefully review the list of subcontractors available, acknowledging those with proven history with Trane and our client. We then compare them to the requirements to assure they are the best subcontractors for the project.

Trane keeps tight cost controls through close oversight of subcontractors and monitors performance and quality control through onsite supervision, quality inspections, and cost and schedule progress reporting. Subcontractors participate in weekly and monthly project review meetings, and daily work progress reports showing hours worked and activities completed are required. Trane has Equipment Engineers on staff in our sales office who work with the local design engineering community daily, and these same engineers will be working with the designers for the optimal selections on Trane equipment, as well as non-Trane equipment needed for the project.

TESTING, ADJUSTING, AND BALANCING

- Describe Bidder's company's process for submitting a test and balance report for each piece of equipment installed, including items that will be covered in the test and balance report.

The purpose of testing, adjusting, and balancing (TAB) is to assure that an HVAC system is providing maximum occupant comfort at the lowest energy cost possible.

Pre-planning for TAB work includes making certain that all the necessary parties and individuals to conduct the work are onboard. The type of building and systems to be tested and a realistic evaluation of what skills the TAB technician possesses are key planning elements.

- Often, a controls specialist will be needed to operate the system for the TAB technician.
- The representatives from the original equipment suppliers may be needed as a resource, at a minimum, but for complex equipment and systems or in a new building startup a manufacturer's representative may be required at the site to operate the mechanical equipment.
- If the building has a facilities manager that individual is typically the most important participant with which the on-site TAB technicians will work. Facility managers have a substantial vested interest in ongoing customer satisfaction—the people who work or live in the building are actual end- use customers—and their satisfaction will ultimately be the key measure of success.

Occasionally, a system cannot be balanced or made to perform in accordance with the contract's design specifications regardless of the number of balancing dampers or valves that can be installed.

Competent TAB technicians should be prepared for this possibility and work with the appropriate individuals to formulate recommendations as part of the final TAB report.

It should be made clear that the TAB work is not "commissioning." Most commissioning services are completed by firms having technicians experienced with each of the individual building systems—HVAC, lighting, plumbing, electrical, and security systems.

Commissioning services for any new building construction or renovation are intended to verify all the above systems—operate properly and meet performance criteria.

Commissioning also includes the testing of all building controls for each mode of operation to verify all systems are being sequenced correctly with each other and that all interlocks are functioning. The commissioning agent must document the results of each equipment test performed as it is completed.

These firms will usually subcontract the services of an independent TAB contractor to verify HVAC system balancing as part of their more inclusive commissioning contract.

New Buildings

Testing, adjusting, and balancing of all HVAC systems in a new building is needed to complete the installation and to make the system perform as the designer intended. Assuming that the system design and installation meets the comfort needs of the building occupants, testing, adjusting, and balancing of the HVAC system fine tunes occupant comfort levels while keeping energy use to the lowest level possible. This is extremely important in this era of rising energy costs.

It is important to make sure that all factory equipment startup service has been completed before beginning any TAB work. Most specifications on new building construction usually require a factory representative to be present during the initial startup and adjustment of the mechanical equipment—central boilers, chillers, large variable-speed motor drives, and cooling towers. This initial equipment checkout is also usually required to activate the factory warranties and is not part of the TAB contractor's responsibility. After this initial startup service has been completed, the TAB contractor should be informed that the systems are operating properly, that all safety interlocks and protective devices are functioning, and the systems are ready to be balanced. The TAB phase of any building construction or renovation is intended to verify that all HVAC water- and airflows and pressures meet the design intent and equipment manufacturer's operating requirements. It is rare to find an HVAC system of any size that will perform completely satisfactorily without the benefit of final adjustments. Therefore it is considered a "best practice" for the designer to specify that TAB work be part of the overall HVAC system installation.

Existing Buildings

There are few buildings in existence that have not experienced changes in internal loads and space layout changes since they were designed and built. These buildings should periodically have their HVAC systems rebalanced to achieve maximum operating performance, efficiency, and comfort.

The TAB Technician

TAB technician designates the person in charge of the TAB work being done on the HVAC system. TAB procedures on a complicated HVAC system require that the TAB technician must be a well-trained, highly skilled, and knowledgeable individual. This person must know the fundamentals of airflow, hydronic flow, refrigeration, and electricity and be familiar with all types of HVAC temperature controls and refrigeration systems. They must also know how to take pressure, temperature, and flow measurements and be able to perform effective troubleshooting.

The TAB Team

There are TAB jobs that can be done by one person. However, many HVAC systems need a TAB team to complete the TAB work efficiently and in a reasonable time period. It is equally important that the other members of the TAB team be trained and knowledgeable in the basic fundamentals and procedures of TAB work.

Energy Costs and Occupant Comfort

TAB work conducted on existing buildings will often hold opportunities for the attentive TAB technician to identify additional equipment or work for the system being balanced that will increase occupant comfort and decrease building operating costs. An obvious example would be the replacement of single-speed electric fan motors with newer computer-controlled equipment that can more closely follow the required airflow needs over the changing seasons and load variations. Variable-speed electric motors are a relatively new product and the older the building the greater the likelihood and potential for energy-saving and comfort-enhancing opportunity. In some instances, variable-speed motors may consume just 15% of the electricity on an annual basis as an older single-speed motor.

Another example would be when the TAB technician is asked to provide a rebalance of an individual zone due to shifts in internal use. Often, this is a good opportunity to examine the benefits of a complete review of the building's mechanical system and possibly provide complete-building TAB services. Also, changes in one building zone will often result in changes throughout or at least in other parts of the building.

TAB Instruments

Airflow Measuring Instruments

- Manometers—Used to measure pressure drops which can be translated into flow rates. Available in tube types, both U-Tube and inclined-vertical use a fluid in a tube to represent the difference in pressure between two points.
- Digital manometers—Can provide very accurate readings at very low-pressure differentials, such as across air filters and expansion cooling coils. Can automatically adjust for barometric pressure, store readings with recall in average or total numbers, and some can provide additional functions such as temperature measurements.
- Anemometers—Available in several configurations—rotating vane, deflecting vane, thermal—and used primarily to measure air velocities at registers, grilles, hoods, coils, etc.
- Flow measuring hoods—Directly measures CFM of air distribution devices.

Temperature Measuring Instruments

- Glass tube and dial thermometers—Measurement of air and fluid temperatures
- Thermocouples—Measures surface temperatures
- Psychrometers and electronic thermo-hygrometers—Determines relative humidity.

TAB Reporting Forms

The proper use of a consistent set of reporting forms assures that TAB work is being done in a systematic manner that produces documented test results that can be easily understood. The following list is an example of forms with a brief description of each to illustrate the steps in the TAB process. Each project may require fewer or more forms and steps depending upon the TAB project goals and the system complexity. Forms include:

- **System Diagram**—A schematic that depicts the system to be tested, its major components, distribution system sizes, the quantities of flow, the location of regulating devices and terminal units and other relevant data.
- **Apparatus Test Report**—Provides details of actual measured flow rates, motor loads and other information that will be useful to compare design to actual system component performance.
- **Coil Test Report**—Used to record performance of chilled or hot water, steam, DX, or other types of energy exchange coils.
- **Gas/Oil-Fired Apparatus Test Report**—Tracks performance of unit heaters, furnaces, and boilers for use in comparison and as a supplement to factory-provided data.
- **Duct Heater Test Report**—Provides documentation of airflow rates across electric furnaces and heater coils and verifies min./max. airflow rates as per required by manufacturers.
- **Duct Transverse Reports**—Used as a worksheet for recording velocity pressures in a prescribed manner to determine actual airflow for duct— round and rectangular.
- **Air Outlet Test Report**—Provides documentation of preliminary and final air distribution devices and possible reasons for deviations from design.
- **Terminal Unit Test Report**—Used to check and document the performance of terminal units.
- **Major Equipment Test Reports**—Each major mechanical HVAC device that is present and part of the TAB project—Chiller/Packaged HVAC/Compressor/Condenser/Cooling Tower/Pump/Boiler—is tested and the results recorded according to industry-recognized procedures. Specific test requirements may be requested for any major component to verify operating performance or efficiency.
- **Instrument Calibration Report**—Documents the tested accuracy of the instruments used to conduct the TAB project.

RELEVANT CODES AND STANDARDS

- **Energy Systems Analysis & Management**—Presents an updated level of technical information necessary for energy conservation and retrofits of today's commercial facilities. This new manual provides building owners, facility managers, contractors, and system designers with the tools needed to evaluate an existing facility for energy savings potential. Items of special interest include performance contracting, CFC refrigeration regulation, and new automation system open protocols. Other topics covered include HVAC heat recovery, energy auditing, operation and maintenance, and indoor air quality.
- **HVAC Systems - Commissioning Manual**—A practical how-to guide for contractors, owners, and engineers interested in learning about commissioning for new buildings and re-commissioning for existing buildings. Separate chapters are devoted to the different levels of commissioning, including b g basic, comprehensive, and critical system commissioning. A thorough explanation of re-commissioning leads one through the preliminary investigation, survey and documentation phase, the design and installation of system modifications, and the actual re- commissioning test.

- **HVAC Systems - Testing, Adjusting, & Balancing**—Presents the basic fundamentals, methods, and procedures, including the necessary tables and charts, to adequately balance a complete HVAC system. A tutorial on air and hydronic systems as well as equipment performance and operation, this comprehensive text covers motor operation, fan curves, pump curves, and fluid flow losses in ducts, fittings, pipes, and air terminals. In addition, variable frequency drives, direct digital control systems, lab hood exhaust balancing and the latest balancing equipment and procedures are presented.
- **TAB Procedural Guide**—The TAB Procedural Guide is intended for trained TAB technicians to assure that the appropriate procedures are employed in an effective manner. This new publication includes general as well as specific guidance for both air-and water-side HVAC system adjusting and balancing. Variable air volume, multi-zone, dual duct, and exhaust air systems are examples of the systems specifically covered and time-saving forms are included for precise record keeping during the conduct of a TAB project. The guide assists TAB technicians with preplanning and establishing teams so that energy use is minimized whether the work is done in new or existing buildings.

COMMISSIONING PLAN

- Describe Bidder’s company’s process for delivering a comprehensive commission plan at least two (2) weeks prior to start-up, including details of what will be covered in the plan.

This Commissioning Plan establishes the framework for how commissioning will be handled and managed on a given project and custom to that project’s Scope of Work. The commissioning process is applicable anytime Trane performs work, either in a primary contracting capacity or as a sub-contractor within the projects’ delivery model. The commissioning planning process begins with a kick-off meeting to determine the project’s scope, breadth of work, participating trades, timelines, etc. At this meeting, the Trane Project Manager (PM) in conjunction with the Customer Agency will discuss the commissioning process, schedule, team and team member responsibilities, communication structures, and develop a general description of the systems to be commissioned. The Commissioning Plan is custom to the project’s unique Scope of Work. A Commissioning Plan typically includes the following and takes place well before equipment is ordered or work begun, which could be weeks or months prior to the project’s completion:

Introduction	Purpose and general summary of the Plan.
General Project Information	Overview of the project, emphasizing key project information and delivery method characteristics.
Commissioning Scope	The commissioning scope including which building assemblies, systems, subsystems, and equipment will be commissioned on this project.
Team Contacts	Project specific Commissioning Team members and contact information.
Communication Plan & Protocols	Documentation of the communication channels to be used throughout the project.

Commissioning Process	Detailed description of the project specific tasks to be accomplished during the Planning, Design, Construction, and Tenant Occupancy Stages with associated roles & responsibilities.
Commissioning Documentation	List of commissioning documents required to identify expectations, track conditions and decisions and validate/certify performance.
Commissioning Schedule	Specific sequences of events and relative timeframes, dates, and durations.

TRANE'S APPROACH TO PREVENTATIVE MAINTENANCE

- Describe Bidder's company's scope of work for preventative maintenance work.

Trane's service team members use specific software and standard processes in place to schedule service calls, complete preventative maintenance, invoice jobs, and track inventory. With a comprehensive range of service capabilities and in-house expertise—delivered by an extensive service network always on call—Trane delivers the most reliable and cost-effective performance from day one. Once a Service Agreement is in place, Trane technicians will complete field reports that include all recommendations for maintaining a high-performance facility.

Trane's Preventative Maintenance program typically consists of four quarterly site visits: with one annual inspection and three routine inspections. The number of site visits can vary according to the system needs. By planning ahead and addressing maintenance needs on a systematic, scheduled basis, customers can virtually eliminate unplanned downtime and save a lot on repair costs. As maintenance tasks are performed, technicians record and detail each asset's condition to determine the appropriate timeframe for an inspection, cleaning, lubrication, any calibration, or adjustment, including possible part replacement.

The work performed is recorded electronically via technician's mobile device. The data is stored and backed up on a secure data network. At completion of the work, customers receive an electronic report of the tasks executed. In addition (for service agreement customers only) work reports can be accessed on a Trane customer portal (<https://mybuilding.trane.com>).

We're fully trained, using proprietary Six Sigma maintenance procedures, to service both Trane HVAC equipment as well as that of other brands.

Trane's industry exclusive service flow process includes detailed, documented procedures that identify steps for: safety, sequence of execution, quality control, work validation, parts, materials, tools, and environmental compliance. Where applicable, **Trane's exclusive service process meets or exceeds ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems.**

To prolong an asset's useful life and lessening the likelihood of failure, Trane offers a preventative approach that can leverage predictive technology as well as regular monitoring of your HVAC operations. Our standard Preventative Maintenance package involves planning ahead and addressing maintenance needs on a systematic, scheduled basis. However, we can add value with optional state-of

the-art add-on services — such as Predictive Service, Active Monitoring, Critical Systems Audit, or Rental Reserve.

Trane's overall approach to Preventative Maintenance revolves around 7 Service pillars:

Knowledge Transfer

Work performed on your equipment will be documented by our technician and reviewed with you at the completion of each service visit. Trane Technicians will review operating sequences and practices for the equipment covered by the agreement and advise you of operational improvement opportunities. Concurrent with annual start-up, the dedicated Trane Technician will instruct your Facility staff on how to operate the equipment covered by the agreement.

Quality Guarantee

Trane provides a guarantee of performance based on testing conditions — as specified in both AHRI (Air Conditioning, Heating and Refrigeration Institute) and ASHRAE (American Society of Heating, Refrigerating and Air-Conditioning Engineers). Trane then backs up this performance with the industry's premier warranty and service support to ultimately provide the best value for each customer. Within the controls and automation teams, for example, Trane has adopted the mantra of "no bad jobs". This business mindset is prevalent throughout Trane — from the factory to the field sales office. Trane products have utilized several such initiatives to provide cost saving areas for customers. For example:

- **ICS (Integrated Control Systems).** The controls that come with Trane products all offer an open computer control technology protocol. This allows a client to feel comfortable that with every Trane product that is purchased, their existing Building Automation System will be able to communicate or if there is not a Building Automation System (BAS) in place, Trane can provide our BAS system **at a packaged program price**.
- **D.F.T. (Demand Flow Technology).** A mathematically based business strategy that encompasses the entire Trane organization: marketing, sales, order entry, engineering manufacturing, suppliers, and finance. Demand Flow Technology manages every aspect of the product cycle from the time the product is ordered, until it is shipped. Its sophisticated procedures ensure that customers receive fast availability of a wide selection of Trane standard products as well as custom and modified ones.

Technology

Scheduling, Service History — ComfortSite

[ComfortSite](#) — our web-based asset management system — is used for scheduling of Service calls and provides customers with free access to their Service history, technical reports, parts identification tools, product literature and other relevant information. In addition to these options, ComfortSite also enables owners to manage local parts inventory and equipment replacement plans. ComfortSite offers these advantages:

- Asset and maintenance management software
- 24/7 internet-based access
- Trane enters HVAC equipment data

- No software integration or process changes required
- Ability to enter non-HVAC equipment into the database
- Multi-level username and password access
- Multiple output file formats available for upload

Chiller Plant Optimization

Chiller Plant Optimization validates that the chiller plant is operating appropriately. It helps manage the multiple system inputs and confirms set-up accuracy.

Advantages:

- Maintain comfort, reliability, and uptime
- Prevent premature failure of the system or components
- Identify anomalies that waste energy



Implementation:

- Review chiller plant control parameters and search for inefficiencies in cycling and staging
- Check loop tuning and provide a quote, if necessary
- Reset routines to design specifications

Predictive Service

Trane will analyze the condition of your HVAC equipment to detect physical conditions that can lead to system inefficiencies and catastrophic failures. Early detection by Trane Field Service Technicians enables you to arrange maintenance procedures and overhauls during planned downtime instead of experiencing unplanned system outages and emergency repair delays and costs.

- Infrared Thermography
- Combustion Testing
- Vibration Testing
- Eddy Current Tube Testing
- Ultrasonic Testing other than tubes, bearing, etc.
- Air Quality Monitoring
- Air Balance
- Water Balance

Energy Performance

Energy Performance provides real-time energy monitoring, displayed through a set of online dashboards and tools, to reveal where and when a building consumes energy. It provides the ongoing, real-time insight that's needed to drive measurable results. This advanced cloud-based building energy management system (BEMS) service provides visual tools and analytics that uncover hidden causes of

energy waste. Energy Performance pairs advanced technology with the extensive expertise of Trane building professionals who recommend energy conservation measures (ECMS) based on building data.

Advantages:

- Leverage spectral analysis to visualize energy usage or demand over a select period
- Monitor building performance and view progress on sustainability goals using intuitive dashboards
- Access analytics to identify times of excessive energy consumption
- Report and track the ongoing improvements gained by proactively managing your building



Implementation:

- Cloud-based building energy management system provided through Software as a Service (SaaS)
- Access to online dashboards, reports, alerts, and trending tools
- Interpretation by technical specialists
- Real-time energy data monitoring and aggregation from multiple sources: utility meters, sub-meters, sensors and building automation system all linked to your local energy costs to track your energy spend more accurately
- Software support, online help, and documentation
- Site set-up and data

The Environment and Sustainability

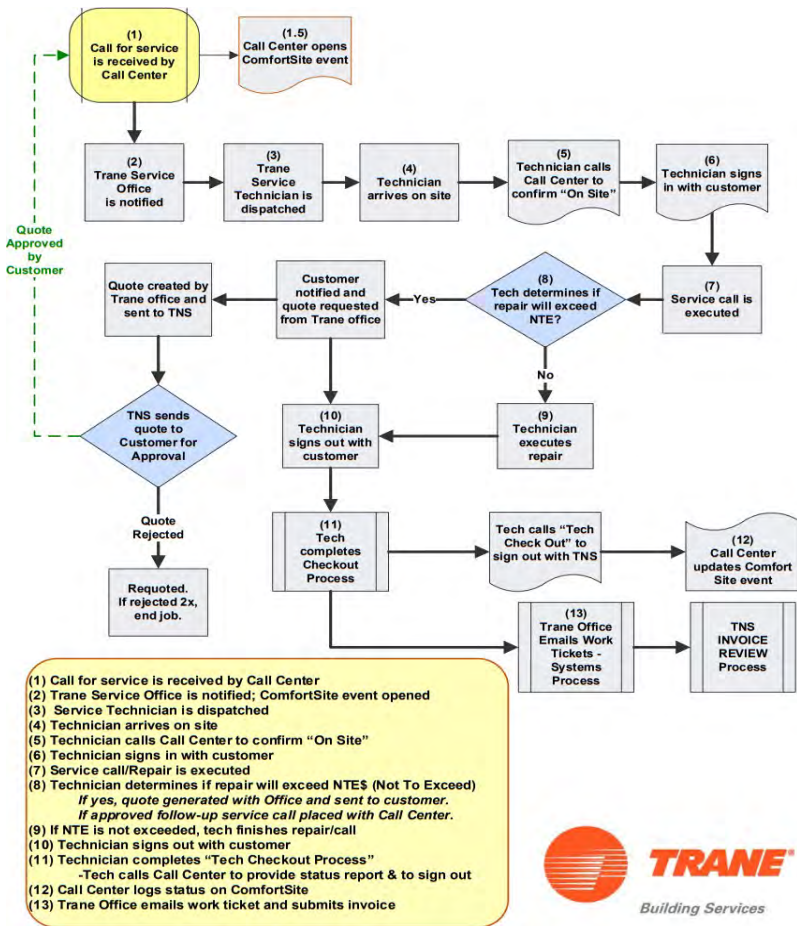
Trane procedures for handling refrigerants are compliant with Federal and State laws and regulations — in respect to the proper handling, storage, and repair of leaks of ozone-depleting refrigerants as well as their substitutes, according to Environmental Protection Agency regulation 40 CFR Part 82. Trane service technicians are Universal-certified and use only certified recovery equipment.

Trane maintains and uses our Refrigerant Management Software (RMS) to capture, manage and report Refrigerant Activity. The Refrigerant Activity Report Form is used by the technician to record all

refrigerant activity that has occurred on each piece of equipment. The form data is entered into RMS after it is submitted to and checked by central office personnel. Annually, Trane prints a report from RMS of all Refrigerant activity that has occurred at each site. The report details all refrigerant activity performed by Trane Building Services Technicians for each piece of equipment and can be used to satisfy reporting requirements. In terms of Oil disposal, we remove used oil from your refrigeration units and dispose of it in accordance with applicable environmental regulations. Trane has a national contract with a leading provider of used oil services to recycle used oil, where allowed, and properly dispose of used oil which does not meet recycling requirements (in states where used oil is a hazardous waste, Trane will remove used oil from refrigeration units for the customer to arrange disposal).

Documented Processes to Safeguard Uniform Service Delivery

All Trane personnel follow documented processes to enable and safeguard uniform service delivery.



Specific Work Steps

The following illustrates Trane’s procedure for each call for service:

Emergency Response within 4 hours — 24/7, 365 days a year

Priority Emergency Response is available on a 24-hour-per-day basis. Trane is able to perform emergency services outside of normal business hours when requested. Each Trane office has its own Emergency hotline for seven (7) days a week, twenty-four (24) hours a day, three hundred sixty-five

(365) days per year. Our goal is to answer each call within 30 seconds of receipt, 90% of the time. And our goal is to respond to all emergency calls within 4 hours or less.

Trane's team of Service technicians has a rotational, on-call schedule, and someone is always available to handle an after-hours or an emergency call.

Emergency Parts Service

Trane's Parts order system provides an ability for both emergency and rush orders. This system is unique in that it allows the flexibility of integrating rush orders into the standard order system without disruptions or excessive costs.

The State-of-the-Art Rental Reserve Add-on Service

Whether it's extra cooling needed during extreme weather conditions or a short-term replacement following an emergency, buildings sometimes require equipment to cool an indoor environment on a temporary basis. Trane Rental Services can provide fast, safe, and cost-effective solutions using modern and reliable equipment. A temporary cooling system will keep your business operational whilst you repair, replace, or upgrade your existing system. Rely on temporary solutions from the name you trust. Our team of account managers, engineers, service technicians and logistics professionals can rapidly transform the equipment you need into a smoothly functioning system that will exceed your expectations.

Every rental delivers state-of-the-art Trane equipment and expertise. We'll be your one-stop solutions provider when you are:

- Short on time — A temporary system allows you the ability to continue your business operations while you take the time to find the best permanent solution.
- Short on funds — Capital improvement budgets are shrinking these days. A rental from Trane can allow you to optimize the use of your funds.
- Risk averse — Knowing when and where temporary solutions are available can speed deployment time in an emergency and limit associated financial losses.
- Experiencing temporary spikes — A rental is a cost-effective solution for a short-term situation, such as a spike in production or peak design conditions that lasts two months or less.

Other Maintenance and Repair (OMR)

If the Technician finds an issue that needs to be fixed, they will communicate that to the customer and record their findings in a report, requesting a quote from Trane — to be approved by the customer ahead of the repair, replacement, or any other maintenance work.

Customers often opt for Trane's exclusive HVAC Rental Reserve program. The Rental Reserve Program is intended to protect against unplanned needs caused by customer's HVAC equipment outages. It is designed to minimize the impact of downtime by providing cooling system redundancy. The program provides year-round availability of rental chiller equipment within a 24-/48-hour notice to Trane — to proceed with delivery and connection of the rental equipment. Included in the price of the add-on option is a customized and executable HVAC rental emergency plan maintained by Trane as well as suitable equipment for speedy connection at the site.

The rental emergency plan provided by Trane would contain a typical chilled water system plan, for example, where we will identify:

- Location, type, and tonnage of the rental chiller;
- Applicable electrical, chilled water, tower water connections as necessary for chiller connection;
- Necessary system upgrades to accommodate the Trane Rental chiller package

Warranties — Workmanship, Equipment

The workmanship warranty (labor portion of the Maintenance Services and Additional Work) is **90 days from the date of completion**. Trane’s obligation under the Warranty is limited to correcting any labor improperly performed by Trane. Defects must be reported to Trane within the 90-day period.

The parts and equipment warranty (the material manufactured by Trane and provided to the customer in performance of the Services) is **12 months from the earlier date of equipment start-up or replacement**. Trane’s obligation under the Warranty is limited to repairing or replacing the defective part at its option. Defects must be reported to Trane within the 12-month period.

Should it be necessary to replace or repair any non-Trane equipment provided by Trane as part of a service to the state, Trane will extend to the Customer the benefits of any warranty Trane receives from the manufacturer.

ADDITIONAL CHARGES FOR MAINTENANCE

- Describe and define all scenarios in which additional charges would apply outside of routine preventive maintenance.

The primary goal of maintenance is to avoid or mitigate the consequences of failure of equipment. This may be by preventing the failure before it occurs which Planned Maintenance and Condition Based Maintenance helps to achieve. It is designed to preserve and restore equipment reliability by replacing worn components before they fail. Preventive maintenance activities include partial or complete overhauls at specified periods, oil changes, lubrication, minor adjustments, and so on. In addition, workers can record equipment deterioration, so they know to replace, or repair worn parts before they cause system failure. The ideal preventive maintenance program would prevent all equipment failure before it occurs, however additional charges would apply if these parts were not included up front.

REPAIR AND UPGRADE RECOMMENDATIONS

- Describe Bidder’s methodologies for assisting Participating Public Agencies with recommendations on repairs and upgrades from defining the repair/upgrade through the completion of work.

With a comprehensive range of service capabilities and in-house expertise, delivered by an extensive service network always on call, Trane service solutions ensure the most reliable and cost-effective performance from HVAC systems from day one – and on through their complete lifecycle. Once a Service Agreement is in place, Trane Technicians will complete field reports that include all recommendations for maintaining a high-performance facility. Below are descriptions of our service capabilities, from start up through advanced remote monitoring and contingency cooling.

Start Up

Trane Elite Start™ - Commissioning service

Trane Service Engineers validate HVAC installation, following a tried and tested checklist for optimal start-up conditions, verifying, and recording design operational parameters.

Trane Extended Start - Assure the highest level of performance for the HVAC system's crucial first year. HVAC systems are typically sold with a standard factory warranty terms and conditions. Trane Extended Start goes above and beyond the standard warranty to provide eight value-added services which will create a system performance baseline.

Operate and Maintain

Genuine Parts and Repair Services - The right parts and the OEM expertise quickly available. From precision-crafted original Trane items to generic parts, Trane offers a comprehensive parts inventory with 6,500 references to answer quickly to customers' needs. Trane efficient logistics and factory authorized technicians also ensure expert replacements and fixes.

Trane Chiller Health Check Program - OEM chiller performance analysis The reliability and efficiency of a water chiller are directly related to how it is maintained and operated. Appropriate maintenance can help avoid severe malfunctions and costly breakdown. Trane Chiller Health Check Program provides the real time status and performance of equipment and recommends proactive measures to restore a safe, reliable, and efficient operation of chillers.

Trane Service Agreements - Reduce operating costs and optimize equipment life with planned maintenance from Trane. By planning and addressing maintenance needs on a systematic, scheduled basis, your client can save significantly and virtually eliminate unplanned downtime. Trane will help define the service agreements best suited to your client's applications and business needs.

Improve Cost of Ownership

Trane Select™ Contracts - Head off problems before they affect operation Four customizable HVAC service contracts designed to provide operating efficiency, maximize the system life, and help cut costs. From preventive maintenance plans to fully comprehensive solutions, Trane Select Contracts offer fixed costs making them more valuable the longer the contract period. All contracts come with free compressor coverage.

Trane Controls Services - Keeps HVAC settings fine-tuned for optimal performance. Buildings are a complex, inter-related set of systems. Over time, adjustments can change HVAC configurations that were fine-tuned on installation. Trane Controls Services offer four levels of servicing to regularly review the building control system, ensure it maintains its designed comfort level and is always up to date with your clients' current needs – operating as efficiently as possible.

Upgrade and Improve

Trane Care™ Services - Restore the performance of HVAC equipment and maximize its lifecycle. No matter where your clients' equipment is in its life cycle, Trane Care™ will turn HVAC systems into business advantages in terms of reliability, energy, and environment to help their buildings perform at its best and sustain it day in and day out. A Trane Care™ upgrade of HVAC installations will enhance

equipment reliability, reduce operating costs, optimize equipment life, and ensure compliance with environmental regulations.

Advanced Remote Analytics

Trane Intelligent Services - Close remote building system monitoring and analysis of system trends. Trane Intelligent Services provide always-on, automated monitoring powered by a suite of leading technologies backed by Trane’s team of technical experts. They give building operators high-end capability to help minimize the occurrence and severity of system failures through early detection of alarms and performance issues. Whether your clients require continuous monitoring and automated notification, monitoring plus an action plan for remediation services, Trane can provide a cost-effective solution to establish critical points, appropriate parameters, actions, and procedures.

Contingency Cooling

Trane Rental Services - Cooling solutions for all temporary needs Temporary cooling needs covered to keep your clients' businesses operational during repair, replacement, or upgrade of the existing systems: from breakdowns to extra seasonal capacity requirements, planned service work, facility renovation, specialty events and more. Trane provides fast, safe, and cost-effective solutions using modern and reliable equipment for all building purposes.

NOTIFICATION OR PERSONNEL IN FACILITY

- Describe Bidder’s firm’s process for notifying a Participating Public Agency when personnel are going to be in a facility, arrival and departure time and the work performed. How does Bidder handle requirements for sign-off of work prior to leaving a facility?

The Trane service coordinator notifies customer when Technician is scheduled to arrive. Upon arrival Technician checks in with designated site contact. Upon departure Trane technician reviews work and secures signature from site contact.

b. Ability to Provide Temporary Cooling

b. Describe Bidder’s ability to provide temporary cooling/chiller units.

Whether it is extra cooling needed during extreme weather conditions or a short-term replacement following an emergency, businesses sometimes require equipment to cool an indoor environment on a temporary basis. [Trane Rental Services](#) can provide fast, safe, and cost-effective solutions using modern and reliable equipment. A temporary cooling system will keep your business operational whilst you repair, replace, or upgrade your existing system. Rely on temporary solutions from the name you trust. Our team of account managers, engineers, service technicians and logistics professionals can rapidly transform the equipment you need into a smoothly functioning system that will exceed your expectations. A rental is a cost-effective solution for a short-term situation, such as a spike in production or peak design conditions that lasts two months or less.

- **Fast** - Because speed of unit installation can be extremely important to your business, all Trane rental equipment has been fitted with enhancements that save installation time.
- **Safe and reliable** - Whilst getting your system up and running is of utmost importance to your operation, safety and reliability of the equipment provided are equally important. You can depend on Trane modern equipment.
- **Cost-effective** - Whatever the application, Trane can provide a cost-effective temporary cooling solution for your organization until you are able to repair or replace your existing equipment.

Every rental delivers state-of-the-art Trane equipment and expertise. We will be your one-stop solutions provider when you are: Short on time: A temporary system allows you the ability to continue your business operations while you take the time to find the best permanent solution. Short on funds: Capital improvement budgets are shrinking these days. A rental from Trane can allow you to optimize the use of your funds. Risk averse: Knowing when and where temporary solutions are available can speed deployment time in an emergency and limit associated financial losses.

Rental applications

R’newals, retrofits or replacements
Eliminates the time pressure associated with getting your primary HVAC system back on line. A rental system can provide continuous cooling during equipment change-outs or planned maintenance.

Supplemental cooling
Provides additional cooling for those times when your facility’s cooling loads exceed your current system’s capacity.

Emergencies
Gets your HVAC system back up quickly in case of a natural disaster or unexpected equipment failure.

Specialty cooling
Provides cooling for a special occasion. Trane’s temporary chillers and on site services are available for exhibitions, ice skating rinks, and other special events.



c. Products and Services Provided by Trane

- c. Describe in detail the depth of product and services Bidder provides and any related products or services being offered. Include:

Trane's products and services are provided on the "Product Information Matrix" on pages 75-92.

DESCRIPTION OF THE PRODUCTS

- A description of the Products, including all related components and parts to be provided by the major product category.

1. HVAC Equipment and Products

Chillers

- Air-cooled chillers
- Water-cooled chillers
- Compressor chillers
- Ancillary chiller water plant equipment
- Absorption liquid chillers
- HVAC Refrigeration Type- Rotary, Centrifugal, Scroll, Reciprocating, Absorption

Unitary systems that combine heating, cooling, and fan sections

- Rooftop systems
- Split systems
- Self-contained systems
- Water source heat pumps
- **Unitary** Type-rooftops, split systems, VRFs, Heat Pumps, PTACs, water- source, mini-splits

Air handling systems

- Performance air handlers
- Blowercoil air handlers
- Make-up air gas heating system
- Air handler options and air cleaning options, Type- central station-manufactured or custom makeup air, fan, filter, coil sections

Terminal devices

- Unit heaters
- Unit ventilators
- Fan coil units
- Ventilation fans and variable air volume
- Air Terminal Devices and Heating Products Type-VAV, Fin Tube Radiation/Convectors

Ductless variable refrigerant volume units

Dedicated outdoor air systems

Replacement coils

Automation equipment

Parts and aftermarket product

- **Cooling Towers** Type- open, closed, evaporative, other
- **Pumps** Type- single stage, split case, end suction, inline, circulator, turbines
- **Invertors**
- **Boilers & Water Heaters** Type- modulating, condensing, cast iron, water tube, packaged and other
- **HVAC Specialty Products** Type - modular, outside/inside, S&T Heat Recovery, Humidity Control, Heat Wheel, Heat Pipe, Heat Exchangers

Other HVAC products

- **Indoor Air Quality Products and Devices** Type- Active polarization, non- ionizing, electronic air cleaning systems intended to replace passive filtration, any other.

2. Installation and Services

Installation of new equipment

- **Startup & Commissioning Services** Type - equipment startups, system checkouts, control verification, retro commissioning, M & V verifications, rebate auditing, other

Maintenance of existing systems

- **Service & Maintenance** Type- preventative and full maintenance contracts, man-at attendance, remote monitoring, annuals, emergency services, regulatory compliance, cleaning (e.g., duct, coils, and filters), scheduled maintenance (e.g., oil, chemical and vibration analysis) and other

Upgrading of existing infrastructure

Turnkey services

- **Installation and Turnkey Contracting** Type- retrofit, new construction, energy retrofit, controls new- and upgrade and other

Other installation and services offered by Bidder

- **Warranty Services** Type- Extended parts & labor (define maximum number of years available), delayed start-up and other
- **Professional Services** Type- Engineering, Design, Drafting, Architectural, Project Management and other
- **Site Surveys** Type- Equipment, system analysis, operational, architectural, and other

3. Related Products, Solutions, and Other Services

New, and/or retrofitting older products and solution

HVAC equipment controls

- Type-core components, end devices, lighting, panels

Ancillary Services

Thermostats

Sensors

Energy programs

Design and analysis tools

Commissioning

Building management and/or certifications

Enterprise management

Rental and lease services

- Type-chillers, pumps, transformers, terminal units, generators, cooling towers, packaged unitary and other

Financial services

- Type- leasing, prompt, and pre-payment discounts, guaranteed savings and other

Training and/or educational services

Municipal services

Other related products and services

CATALOG OR BROCHURE TYPE INFORMATION

- A catalog or brochure type information as applicable.

Trane has detailed catalog information for all equipment. A National Line Card is provided on the following pages.

National Line Card

PRODUCTS & SYSTEMS SOLUTIONS



APPROACH

We take a creative approach to every project; treating each project uniquely so we can collaborate to understand objectives and goals. Trane delivers outcomes; we start from the beginning and follow the process through. Plus, we always keep indoor environment quality and energy efficiencies top of mind.

SERVICE & SOLUTIONS

Our capabilities include commercial systems, energy services & solutions, contracting, controls/building automation, rentals and service.

Trane Wellsphere™ is a holistic approach to building wellness that cultivates healthier indoor spaces. It brings together unmatched experience and expertise to take a holistic approach to optimizing building's indoor environmental quality (IEQ).

- HVAC SYSTEMS**
Sustainable and scalable solutions for maintaining ideal system performance
- BUILDING SERVICES**
Reliable, preventative and proactive scheduled maintenance and repair by factory trained technicians
- OPTIMIZED EQUIPMENT**
Applied Chilled and Hot Water, Air Handling, Large and Light Packaged, VRF, VAV, Zone Terminal, Pre-Packaged Systems with Controls
- ENERGY SERVICES**
Managing your energy supply and demand to reduce cost, optimize performance and improve sustainability
- RENTAL SERVICES**
Promptly provides temporary, scalable HVAC and power from standard applications to complex solutions
- BUILDING AUTOMATION SYSTEMS**
Making precise control easier, mobile and data-rich



Trane Building Automation Systems

-  **Tracer® SC+**
Scalable building automation system solution
-  **Tracer Concierge®**
Light commercial control system
-  **Pivot® Smart Thermostat**
Wi-Fi & Ethernet thermostat for light commercial applications
-  **Factory & Field**
Mounted BACnet® & LonTalk® Unit Controllers, Integrates with BACnet MSTP, LonTalk Certified, BACnet/IP, Modbus® Protocols
-  **Wireless Solutions**
Wireless comms, BACnet/Zigbee®, temperature & humidity sensors

Trane Building Management Systems

-  **Tracer® Ensemble®**
Enterprise level building management software
-  **Tracer® Synchrony®**
Web-based facility management software
-  **Tracer® Concierge®**
Occupant user interface for non-technical user
-  **Tracer® Mobile Apps**
Concierge, Trane BAS Operator Suite

Trane Intelligent Services



Aggregates data collected in a building. Provides analytic tools to make real-time, near term, and long term decisions that maximize the way buildings are managed and maintained.

Lighting Solutions



Control more than half of your building energy use when you integrate Trane lighting solutions into your BAS.* The Trane difference offers increased energy savings, improved comfort and flexibility, and a higher quality design - all within your customer's budget. Lighting science can support productivity, performance, safety, and well being. Utilizing intelligent lighting solutions as your infrastructure for smart buildings unlocks the capabilities of asset tracking, contact tracing, emergency assistance, and more!

*U.S. Energy Information Administration, 2020

Trane® / Mitsubishi VRF & Ductless

-  **N-Generation CITY MULTI®**
Energy efficient, all electric VRF system available in Standard, High Efficiency, and H2i®(R) (Hyper-Heat)
-  **Nv Series**
Ductless system for maximum energy efficiency and quality control with precise zone control to distribute heat or air conditioning only to spaces in use
-  **P Series**
Light commercial ductless system for superior comfort, flexibility and reliability with precise 1:1 outdoor to indoor connections for efficient zone management
-  **Indoor Units**
A variety of indoor units available to meet any application and design requirements, including ceiling cassettes, wall mounted, concealed and more
-  **LEV Kit**
The power to connect Trane® / Mitsubishi Electric CITY MULTI® Products to Trane Air Handlers; Allows for higher airflows, higher static pressure, larger capacity, customized products, and DOAS configurations; Available in multiple tonnage sizes

Trane Precision Cooling

-  **Single Circuit DX**
Single circuit DX; vertical floor mounted; 5 - 10 Ton; tandem compressor options; EC fan technology
-  **Dual Circuit DX**
Dual circuit DX series; vertical floor mounted; 15 - 30 Tons

Centrifugal Chillers

-  **Model TACW**
Oil-free; 60 - 1400 Tons; R-134a and R-513A
-  **Agility® Model HDWA**
150 - 450 Ton; 60 Hz, 50 Hz; Symbio® 800 controller; uses either R-513A or R-134A
-  **CenTraVac® Model CVHE**
3-Stage Compressor; Symbio® 800 controller; 150 - 500 Tons; R-514A
-  **CenTraVac® Model CVHF**
2-Stage Compressor; Symbio® 800 controller; 325 - 2000 Tons; R-514A

-  **CenTraVac® Model CVHH**
Multi-stage; Dual Compressor; Symbio® 800 controller; 900 - 2000 Tons; R-1233zd
-  **CenTraVac® Series S™ Model CVHM**
Oil-Free Compressor; Symbio® 800 controller; 170 - 390 Tons; R-514A
-  **CenTraVac® Model CDHF**
Multi-Stage Dual Compressor; Symbio® 800 controller; 1450 - 3950 Tons; R-514A
-  **CenTraVac® Model CDHH**
Multi-stage; Dual Compressor; Symbio® 800 controller; 1800 - 4000 Tons; R-1233zd

Water-Cooled Chillers

-  **Cold Generator™ Model CGWR**
Scroll Compressors; 20 - 75 Tons; R-410A
-  **Series R® Model RTWD**
Helical Rotary Compressor; 60 - 250 Tons; R-134a or R-513a
-  **Optimus® Model RTHD**
Optional Variable Speed Helical Rotary Compressor; 150 - 430 Tons; R-134a; or R-513a for fixed speed only
-  **Series R® Model RTUD**
Helical Rotary Compressor with remote air-cooled condenser; 80 - 250 Tons; R-134a

Air-Cooled Chillers

-  **Cold Generator™ Model CCAR**
Scroll Compressor with Air-Cooled Condenser; 20 - 70 Tons; R-410A
-  **Model CGAM**
Scroll Compressor; 20 - 130 Tons; R-410A
-  **Ascend® Model ACS**
Scroll Compressor; 140 - 230 Tons; R-410A
-  **Series R® RTAC**
Helical Rotary Chiller; 140 - 500 Tons; R-134a
-  **Sintesis® Model RTAF**
Variable Speed Helical Rotary Compressor; 115 - 500 Tons; R-134a or next gen R-513A
-  **Ascend® Model ACR**
Free Cooling; Symbio® 800 controller; 150 - 550 Tons; R-134a
-  **Model TACA**
Oil Free Centrifugal; 60 - 440 Tons; R-134a or R-513A

 <p>Ascend® Model ACX Energy efficient, all electric heating and cooling; Symbio® 800 controller; 130-240 Tons; R-410A</p>	 <p>IntelliPak® I Cooling, Gas/Electric, Hot Water, Steam; 20 - 130 Tons; Available with eFlex Variable Speed Compressor; 40 - 75 Tons</p>	 <p>Axiom High Efficiency Console GEC Model ASHRAE 62 indoor air quality compliant; Quiet operation; 0.5 - 1.5 Tons</p>
 <p>MiniMod™ Water-Cooled; Oil Free Centrifugal; R-134a and R-513A; 60 - 135 Tons (1000 Ton Arrays)</p>	 <p>IntelliPak® II Cooling, Gas/Electric, Hot Water, Steam; Air-Cooled and Evaporative Condenser; Available with eFlex Variable Speed Compressor; Tracer® SC+ controls; VariTrane™ VAV terminals; 90 - 162 Tons;</p>	 <p>Axiom Vertical Stack GET Model Multiple capacities & cabinet sizes; Available in PSC or ECM motors; Flexible air supply options; Integrated controls; 0.75 - 3 Tons</p>
 <p>Cold Generator™ Model CICD Water-cooled; Heat Recovery; 20-80 Ton (600 ton Arrays)</p>	 <p>IntelliPak® 3 Cooling, Gas/Electric, Hot Water, Steam; 20 - 75 Tons; Avail. with eFlex Variable Speed Compressor; Available connectivity; Symbio controller; Up to 17.8 IEER</p>	 <p>Axiom Water-to-Water EXW Model Co-axial heat exchanger; Rackable modular design; 5, 10, 20 Tons</p>
<p>Modular Chillers</p>	<p>Self-Contained Units</p>	 <p>Axiom Rooftop GWS Model Boiler/Tower or Geothermal applications; Multiple configuration options; Microprocessor controls; 3 - 20 Tons</p>
 <p>Manhattan™ Gen II Air-Cooled and Water-cooled Heat Pump; Heat recovery and Free Cooling; 15 - 80 Tons (800 Ton Arrays)</p>	 <p>IntelliPak® Modular Series Split apart construction, easy transport & installation; Factory-installed digital controls; Up to 13.9 EER, 17.9 IEER; Water Cooled 20 - 35 Tons; Remote Air Cooled - 32 Tons</p>	<p>Air Handling Units</p>  <p>Performance Climate Changer® - Catalog Indoor or Outdoor; Up to 15000 CFM; 2" R-13 Foam Insulated Panels; Factory-Engineered & Mounted Controls</p>
 <p>SuperMod™ Air-Cooled and Water-Cooled; 20 - 40 Tons (400 Ton Arrays)</p>	 <p>IntelliPak® Signature Series Up to 14.1 EER, 19.3 IEER; Floor by floor system; Factory-installed digital controls; Air-Cooled 20-60 Tons; Water-cooled 20 - 110 Tons</p>	 <p>Performance Climate Changer® - Semi-custom Indoor or Outdoor; Up to 60000 CFM; ; up to +/-10.0 inches w.g.; 2", R-13 or 3", R-19; Foam Insulated Wall panels; Flexible Dimensions</p>
 <p>PolyTherm™ Water-Cooled; Simultaneous Heating and Cooling; 30 - 60 Tons (480 Ton Arrays)</p>	 <p>Modular Self Contained System Smallest Footprint on the Market; Water-Cooled System; Variable speed compressors and fans; Full and part load efficiencies; Industry-leading Part Load Efficiency - Up to 20.8 IEER; 40 - 80 Tons</p>	 <p>Trane Custom Models TCFS & TCPA Indoor & Outdoor; 1500 - 200,000 CFM; -12.0 to +12.0 inches w.g.; Thermal Performance with R-Values up to 25</p>
<p>Packaged Units</p>	<p>Water-Source Heat Pumps</p>	<p>Terminal Units</p>  <p>Compact Vertical Blower Coil Model BCCD Indoor; 800-2000 CFM; ECM Motors, Factory-Engineered & Mounted Controls</p>
 <p>Impact® Cooling, Gas/Electric, Heat Pump & Dual-Fuel; Multiple Efficiency Levels; Up to 16 SEER; 2 - 5 Tons</p>	 <p>Axiom™ Standard Efficiency GEH/GEV Models Horizontal (0.5 - 15T) or vertical (0.5 - 25T); Quiet operation; Multiple airflow configurations; 0.5 - 25 Tons</p>	 <p>Blower Coil Model BCHD/BCVD Indoor; 400 - 3000 CFM; ECM motors; Factory-Engineered & Mounted Controls</p>
 <p>Foundation® Cooling, Gas/Electric; Adapts to Competitors Roof Curbs; 3 - 5 Tons; 7.5 - 12.5 Tons; 15 - 25 Tons</p>	 <p>Axiom High Efficiency Single-Stage EXH/EXV Models Horizontal or vertical; Electronically Commuted Motor (ECM); Rotary or scroll compressor; 0.5 - 6 Tons</p>	 <p>CoolSense® Terminal Unit Up to 1300 CFM; Variable speed ECM or constant-fan speed; Tracer® UC400 controller (available with Air-Fi wireless)</p>
 <p>Precedent® 17 Plus Cooling & Gas/Electric; Up to 17.5 SEER; 3 - 5 Tons</p>	 <p>Axiom High Efficiency Two-Stage DXH/DXV Models Horizontal or vertical; 2-Stage compressor; Deluxe sound option for quiet operation; Meets LEED EA4 requirement; 2 - 6 Tons</p>	 <p>VariTrane® Model VC*F Single Duct Variable Air Volume Boxes; 25 - 8000 CFM</p>
 <p>Precedent® & Precedent® with eFlex™ Cooling, Gas/Electric, Heat Pump & Dual-Fuel; Multiple Efficiency Levels ; eFlex Variable Speed Compressor; Up to 23.5 SEER; 3 - 10 Tons</p>	 <p>Axiom Variable Speed VSH/VSV Models Horizontal or vertical; eFlex™ Variable Speed compressors and fans; Single and three phase voltage; 2 - 5 Tons</p>	 <p>VariTrane® Model VDDF Dual Duct Variable Air Volume Boxes; 80 - 8000 CFM</p>
 <p>Voyager® 2 & Voyager 2 with eFlex Cooling, Gas/Electric & Heat Pump; Multiple Efficiency Levels (Up to 20.1 IEER, 12.5 - 25 Tons), eFlex Variable Speed Compressor (12.5 - 17.5 Tons)</p>	 <p>Zoned Rooftop Systems Pre-designed for small building comfort; Includes Precedent or Voyager rooftop unit, VAV terminal units, Tracer® Concierge™ system control & Air-Fi™ wireless controls & sensors; 3 - 25 Tons</p>	
 <p>Voyager 3 Cooling, Gas/Electric; eStage™ Multi-Stage Compressors; Full & part load efficiencies; Up to 14.7 IEER; 27.5 - 50 Tons</p>		



VariTrane® Model VF**
Fan-Powered Variable Air Volume Boxes; 200 - 3300 CFM; Parallel or Series Configuration



VariTrane® Model LF**
Low Height Fan-Powered Variable Air Volume Boxes; 100 - 1800 CFM; Parallel or Series Configuration



VariTrane® Model VRRF
Round Inlet/Round Outlet RetroFit Variable Air Volume Boxes; 25 - 4000 CFM



UniTrane® Model FC*B
Horizontal or Vertical Fan Coil; Cabinet, Recessed or Compact Configurations; 200 - 1200 CFM



UniTrane® Model FCV
Vertical High Rise Fan Coil Units Vertical stack fan coil; 300 - 1200 CFM



Force-Flo™ Model FF*B
Horizontal or Vertical Cabinet Heater; Concealed or Recessed Configurations; 200-1200 CFM



Model VUVE
Vertical Unit Ventilators; 750 - 1500 CFM



Model HUVc
Horizontal Unit Ventilators; 750 - 2000 CFM



Model UHS/UHP
Propeller Unit Heaters; Hydronic & Steam



Model UHWA/UHAA/UHRA/UHXA/UHEC/UHCA
Electric Unit Heaters



Indoor Gas Heating Units
Unit Heaters & Duot Furnaces



Split Systems
Split Systems
Cooling & Heat Pump; Gas, Electric, or Hot Water Heat; 1.5 - 5 Tons



Odyssey™ with Symbio®
Symbio Connectivity & phone app; Full & part load efficiencies; Up to 13.1 IEER; 6 - 25 Tons



RAUJ
Air-Cooled Condensing Units; Available with Remote Chiller Evaporators; 20 - 120 Tons



CAUJ
Air-Cooled Condensers; 20 - 120 Tons



Dedicated Outdoor Air
Horizon® DOAS
DX Packaged (Air and Water Cooled)
• Low Dew Point capability
• ERV
• AHRI 920



Mixed Air Unit
• Brings in up to 100% fresh air
• ASHRAE 90.1 compliance
• Provides adequate dehumidification at full load conditions
• Double walled-insulation with insulated base pan



Make-Up Air Gas Heating Units
Model GSAA
Indoor Gas-Fired Make-Up Air Handlers; Standard & High Efficiency; 100 - 1200 MBH



Model GRAA
Outdoor Gas-Fired Make-Up Air Handlers; 100 - 1200 MBH



Model AHOA
Packaged Air Handlers; Cooling, Make-Up Air, & Ventilation



VFD
Trane TR150/TR200 Variable Frequency Drives; 6, 12, 18 Pulse



Engineered Systems
Controls and Equipment
• Comprehensive Chilled Water
• Central Geothermal
• Thermal Battery™ Air-cooled Chiller Plant
• Thermal Battery™ Cooling and Heating
• Intelligent Variable Air System
• Zoned Rooftop System
• Variable Refrigerant Flow
• CoolSense® Integrated Outdoor System



Energy Services
We partner with our clients to understand how energy impacts their business and sustainability goals. Leveraging deep expertise and cutting edge technology, we help optimize energy purchasing strategies, energy sourcing, energy storage, consumption, and overall network efficiency with validated results



IAQ Solutions
Today there are more ways than ever to manage and monitor indoor air quality, while keeping your goals for cost and sustainability in sight. Trane is a leader in indoor air quality. We can help you align with air quality guidelines set by the Centers for Disease Control using innovative technologies and proven solutions



Trane Building Services
Help reduce operating costs and extend the life of your equipment with planned maintenance from Trane.



Consulting Engineer Portal
Trane offers expert HVAC systems, solutions, and support for every stage of a building lifecycle, including quick links to design and analysis tools, education and training, BIM and CAD drawings, prepackaged solutions, and energy analysis tools. Visit www.traneengineer.com



Trane Rental Services
Water-Cooled Chillers, Air-Cooled Chillers, Temporary Power, Cooling Towers, Packaged A/C Units, Air Handlers, Portable A/C Units



Trane Creative Solutions
Customized Trane Equipment Modifications Including: Multizone Replacements, Water-Side Economizer Coils for Air-Cooled Chillers, Packaged Air-Cooled Ice Storage Systems, Acoustical Attenuation

For more information visit trane.com/commercial



Trane – by Trane Technologies (NYSE: TT), a global climate innovator – creates comfortable, energy efficient indoor environments through a broad portfolio of heating, ventilating and air conditioning systems and controls, services, parts and supply. For more information, please visit trane.com or tranetechnologies.com.

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PRODUCT INFORMATION MATRIX

- A matrix breaking out product information on all products, options, accessories such as product type, capacity range, standard warranty information, extended warranty information, estimated lead time/delivery time, etc.

1. HVAC Equipment and Products

Product Type	Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Est. Lead Time / Delivery Time, etc.	
CHILLERS							
Air-cooled chillers	Air-Cooled Scroll Chillers	CGAM	Scroll Chiller Model CGAM (trane.com)	20 to 130 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, Delayed Start-Up	Contact Trane Office
Air-cooled chillers	Series R Helical Rotary Chillers	RTAC	Series R® Helical Rotary Chiller Model RTAC (trane.com)	140 to 500 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, Delayed Start-Up	Contact Trane Office
Air-cooled chillers	Sintesis Air-Cooled Chillers	RTAF	Sintesis® Air-Cooled Chillers (trane.com)	115 to 520 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Air-cooled chillers	Ascend Air-Cooled Chillers	ACS	Ascend™ Air-Cooled Chillers Model ACS (trane.com)	140 to 230 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Air-cooled chillers	Ascend Air-Cooled Chillers with Integrated Free Cooling	ACR	Ascend® ACR Chillers (trane.com)	150 to 550 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Air-cooled chillers	Air-Cooled Oil-Free Magnetic Bearing Chillers	TACA	Air-Cooled Oil-Free Magnetic Bearing Chillers (trane.com)	60 to 440 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Air-cooled chillers	Ascend Air-to-Water Heat Pump	ACX	Ascend® ACX Chillers (trane.com)	140 to 230 tons cooling; 1500 to 2500 MBh heating	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Air-cooled chillers	SuperMod	PACV	SuperMod chiller (trane.com)	10-60 to 960 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Air-cooled chillers	Manhattan Gen II	TPAC	Manhattan™ Gen II Modular Chillers (trane.com)	15 to 80 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Water-cooled chillers	Water-Cooled Oil-Free Magnetic Bearing Chillers by Arctic	ARTC	Water-Cooled Oil-Free Magnetic Bearing Chillers by Arctic (trane.com)	60 to 1500 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office

Product Type	Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Delivery Time, etc.
Water-cooled chillers	Water-Cooled Helical Rotary Chiller	RTUD, RTWD, RTHD Water-Cooled Helical Rotary Chiller (trane.com)	80 to 450 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Water-cooled chillers	CenTraVac Water-Cooled Chiller	CVHE, CVHF, CVHH, CVHM, CDHG, CDHH, CDHF CenTraVac Water-Cooled Chiller (trane.com)	120 to 4000+ tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Water-cooled chillers	Agility Centrifugal Water-Cooled Chiller	HDWA Agility® Centrifugal Water-Cooled Chillers (trane.com)	175 to 425 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Water-cooled chillers	Thermafit™ MiniMod™	ACW Trane Modular Chiller Model TACA	60 to 1000 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Water-cooled chillers	SuperMod	PWCV SuperMod chiller (trane.com)	10-60 to 960 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Water-cooled chillers	PolyTherm	V30-V60 PolyTherm™ modular chiller (trane.com)	30 to 480 tons cooling; 450 to 7,200 Mbh heating	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Water-cooled chillers	Manhattan Gen II	TPWC Manhattan™ Gen II Modular Chillers (trane.com)	15 to 80 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
Compressor chillers	Cold Generator Scroll Chillers	CICD, CGWR, CCAR Cold Generator Scroll Chillers (trane.com)	CCID 20 to 85 tons; CGWR/CCAR 20 to 75 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant Delayed Start-Up	Contact Trane Office
UNITARY SYSTEMS THAT COMBINE HEATING, COOLING, AND FAN SECTIONS						
Rooftop systems	Impack - 14 SEER, 15 SEER, 16 SEER	4*CC4, 4* CY4; 4* CY5; 4* CZ6 Impack (trane.com)	2 to 5 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, 2-10 Year Heat Exchanger Delayed Start-Up	Contact Trane Office
Rooftop systems	Foundation®	EBC, GBC Foundation® (trane.com)	3 to 5 tons; 7.5 to 12.5 tons; 15 to 25 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, 2-10 Year Heat Exchanger Delayed Start-Up	Contact Trane Office
Rooftop systems	Voyager® 2 & 3	T*D, T*H, Y*D, Y*H; TC,TE, YC Voyager® Rooftop Units (trane.com)	12.5 to 25 tons; 27.5 to 50 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, 2-10 Year Heat Exchanger Delayed Start-Up	Contact Trane Office

Product Type	Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Delivery Time, etc.	
Rooftop systems	Precedent®	TS*,YS*; TSJ,YSJ; WS*, DS*; TH*, YH*; WH*,DH*; TZ*, YZ*	Precedent® Rooftop Units (trane.com)	3 to 25 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, 2-10 Year Heat Exchanger Delayed Start-Up	Contact Trane Office
Rooftop systems	IntelliPak®	S*HL, S*HK	IntelliPak (trane.com)	20 to 162 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, 2-10 Year Heat Exchanger Delayed Start-Up	Contact Trane Office
Split systems	Smaller Split Systems	4TTA3, 4TTA4, 4TTA7, 4TTL6, 4TTR3, 4TTR4, 4TTR6, 4TTR7; 4YWA4, 4TWA7, 4TWL6, 4TWR5, 4TWR6, 4TWR4, 4TWR7; GAF2, GAM5, TAM6, EM4, TEM6	Split System Air Conditioners and Heat Pumps (trane.com)	1.5 to 5 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, Delayed Start-Up	Contact Trane Office
Split systems	Gas Furnaces and coils	S8X1, S8X2, S9V2-PS, S9V2-VS, S9X1, S9X2, TDD2-9B, TUD2-9B, 4PXA-U, 4PXC-U/D, 4TXC-DS, 4TXF	Gas Furnaces and Indoor Coils (trane.com)	1.5 to 5 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, Delayed Start-Up	Contact Trane Office
Split systems	Odyssey™	TTA, TWA, TWE	Odyssey™ Split Systems with Symbio Controls (trane.com)	6 to 25 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, Delayed Start-Up	Contact Trane Office
Split systems	Large Split Systems	RAUJ, CAUJ	Large Commercial Condensers (RAUJ CAUJ) (trane.com)	20 to 120 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, Delayed Start-Up	Contact Trane Office
Self-contained systems	Intellipak® Modular Series	SCW/R; SIW/R	Intellipak® Modular Series (trane.com)	20 to 35 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, 2-10 Year Heat Exchanger Delayed Start-Up	Contact Trane Office
Self-contained systems	Modular Self Contained™	SCWM	Modular 40 to 80 Tons (trane.com)	40 to 80 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, 2-10 Year Heat Exchanger Delayed Start-Up	Contact Trane Office
Self-contained systems	IntelliPak™ Signature Series	SC/I - W/R	Signature 20 to 110 Tons (trane.com)	20 to 110 tons WC, 25 to 60 tons AC	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, 2-10 Year Heat Exchanger Delayed Start-Up	Contact Trane Office

Product Type	Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Delivery Time, etc.	
Water source heat pumps	Axiom™ High-Efficiency Console WSHP	GEC	Console WSHP (trane.com)	.5 to 1.5 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, Delayed Start-Up	Contact Trane Office
Water source heat pumps	Axiom™ Horizontal and Vertical WSHP	EXHV/DXHV; VSHV; GEHV	Axiom™ Horizontal and Vertical Water Source Heat Pumps (trane.com)	.5 to 25 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, Delayed Start-Up	Contact Trane Office
Water source heat pumps	Trane® Axiom™ Rooftop WSHP	GWS	Rooftop WSHP (trane.com)	3 to 20 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, Delayed Start-Up	Contact Trane Office
Water source heat pumps	Axiom™ Vertical Stack WSHP	GET	Axiom™ Vertical Stack Water Source Heat Pump (trane.com)	.75 to 3 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, Delayed Start-Up	Contact Trane Office
Water source heat pumps	Trane® Axiom™ Water-to-Water WSHP	EXW	Axiom Water-to-Water WSHP (trane.com)	5, 10 & 20 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-5 Year Refrigerant, Delayed Start-Up	Contact Trane Office
AIR HANDLING SYSTEMS							
Performance Air Handlers	Catalog Air Handlers	UCCA	Catalog Air Handlers Industrial HVAC Heating and Cooling (trane.com)	3 thru 30	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor Start-up	Delayed Contact Trane Office
Performance Air Handlers	Semi-Custom Air Handlers	CSAA	Semi-Custom Air Handlers HVAC Air Conditioning Units and Systems (trane.com)	3 thru 120	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor Start-up	Delayed Contact Trane Office
Performance Air Handlers	Custom Air Handlers	CSAA, PSCA, TCFS, T CPA	Custom Air Handlers Industrial HVAC Cooling and Heating Systems (trane.com)	10,000 to 200,000+ CFM	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor Start-up	Delayed Contact Trane Office
Blower coil air handlers	Blower Coil Air Handlers	BCHD, BCVD, BCCD	Blower Coil Air Handlers Terminal Devices, Blower Coils, Unit Heaters (trane.com)	400 to 3000 CFM	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor Start-up	Delayed Contact Trane Office
Make-up air gas heating systems	Indirect Fired Make-Up Air	GGAA/GZAA	Indirect Fired Make-Up Air Gas Heating System (trane.com)	100 to 1,200 Mbh	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-10 Year Heat Exchanger	Delayed Start-up Contact Trane Office
Air handler options	Motorized Impeller Fan Array	MI	Motorized Impeller Fan Array (trane.com)	Up to 15 Fans	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Air handler options	Sensible Assisted Membrane	SAM	Sensible Assisted Membrane (trane.com)	Customized Airflow	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Air cleaning options (IAQ)	Trane Catalytic Air Cleaning System	TCATS	Trane Catalytic Air Cleaning System	3 thru 120	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office

Product Type		Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Delivery Time, etc.
Air cleaning options (IAQ)	CDQ® Desiccant Dehumidification	CDQ	CDQ® Desiccant Dehumidification (trane.com)	3 thru 120	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
TERMINAL DEVICES							
Unit heaters	High Efficiency Gas Heaters	HI-050 to 400	High Efficiency Gas Heaters (trane.com)	50 to 400 Mbh	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-10 Year Heat Exchanger, Delayed Startup	Contact Trane Office
Unit heaters	S & P Unit Heaters	UHSB, UHPB	S&P Unit Heaters (trane.com)	8 to 705.6 Mbh	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Unit heaters	Electric Unit Heaters	UHEC, UHXA, UHRA, UHWA, UHAA	Electric Unit Heaters (trane.com)	2 TO 100 Kw	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Unit heaters	Gas Unit Heaters	GRAA, GFAA, GSAA	Gas Unit Heaters (trane.com)	100 to 400 MBh	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-10 Year Heat Exchanger, Delayed Startup	Contact Trane Office
Unit heaters	Gas Unit Heaters	GT, GH, GA, GB, GK	Gas Unit Heaters (trane.com)	30 to 400 MBh	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-10 Year Heat Exchanger, Delayed Startup	Contact Trane Office
Unit heaters	Gas Unit Heaters	GLNE, GMNE, GNNE, GTNE, GUNE, GVNE	Gas Unit Heaters (trane.com)	30 to 400 MBh	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-10 Year Heat Exchanger, Delayed Startup	Contact Trane Office
Unit heaters	Gas Unit Heaters	GGAA	Gas Unit Heaters (trane.com)	100 to 800 MBh	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-10 Year Heat Exchanger, Delayed Startup	Contact Trane Office
Unit heaters	Gas Unit Heaters	AHAA/AHBA	Gas Unit Heaters (trane.com)	1500 to 14,000 CFM	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, 2-10 Year Heat Exchanger, Delayed Startup	Contact Trane Office
Unit ventilators	Classroom Unit Ventilators	HUVC, VUVC	Classroom Unit Ventilators (trane.com)	750 to 2000 CFM - Horz. 750 to 1500 CFM Vert.	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Fan coil units	UniTrane® Fan Coil	FCAB, FCBB, FCCB, FCDB, FCEB, FCHB, FCJB, FCPB	UniTrane® Fan Coil	200 to 1200 CFM	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Fan coil units	Vertical High Rise Fan Coil	FCVA	Vertical High Rise Fan Coil (trane.com)	300 to 1200 CFM	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Fan coil units	Sensible Cooling Terminal Units	LDCF, LDEF, LDWF	Sensible-Cooling Terminal Devices Terminal Device Solutions (trane.com)	4" to 8" Primary	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office

Product Type	Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Delivery Time, etc.	
Variable air volume	VariTrane® Round In Round Out	VRRF	VariTrane® Round In Round Out	0 to 4000 CFM	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Variable air volume	VariTrane® Single Duct Terminal Units	VCC, VCW, VCE, VDD	VariTrane® Single Duct Terminal Units	0 to 8000 CFM	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Variable air volume	VariTrane® Dual Duct Terminal Units	VCC, VCW, VCE, VDD	VariTrane® Dual Duct Terminal Units	0 to 4000 CFM	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Variable air volume	VariTrane® Fan Powered Terminal Units	VPCF, VPWF, VPEF, VSCF, VSWF, VSEF	VariTrane® Fan-Powered Terminal Units	0 to 3000 CFM	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Variable air volume	VariTrane® Low-Height Fan-Powered Terminal Units	LPCF, LPWF, LPEF, LSCF, LSWF, LSEF	VariTrane® Low-Height Fan-Powered Terminal Units	0 to 1950 CFM	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
DUCTLESS VARIABLE REFRIGERANT VOLUME UNITS							
Variable Refrigerant Flow	N-Generation CITY MULTI® VRF						
Variable Refrigerant Flow	R2 Series	R2	N-Generation CITY MULTI® VRF (trane.com)	72 to 336MBh	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Variable Refrigerant Flow	Y Series	Y	N-Generation CITY MULTI® VRF (trane.com)	72 to 432 MBh	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Variable Refrigerant Flow	S Series	S	N-Generation CITY MULTI® VRF (trane.com)	36 to 48 MBh	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Variable Refrigerant Flow	Indoor Units	TPLFYP, TPMFYP, TPCFYP, TPKFYP, TPWFYP, TPEFYP, TPVFYP, TPFFYP	N-Generation CITY MULTI® VRF (trane.com)		12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Variable Refrigerant Flow	Horizon DOAS	OAB, OAD, OAG, OAK, OAN	N-Generation CITY MULTI® VRF (trane.com)	3 to 80 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Variable Refrigerant Flow	P Series	PUY, PUZ	P Series (trane.com)	12 to 42 MBh	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Variable Refrigerant Flow	Nv Series	NTYS, NTYM, NTXS, NTSM	Nv Series (trane.com)	6 to 60 MBh	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office

Product Type	Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Delivery Time, etc.
DEDICATED OUTDOOR AIR SYSTEMS						
Dedicated outdoor air solutions	Trane® Horizon™ Outdoor Air Units	OAB, OAD, OAG, OAK, OAN Horizon® Air and Water Source Heat Pumps (trane.com)	3 to 54 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Dedicated outdoor air solutions	Horizon™ Dedicated Outdoor Air Systems	OABD, OABE, OADD, OADE, OAGD, OAGE, OAKD, OAKE, OAND, OANE Horizon® Dedicated Outdoor Air Systems (trane.com)	3 to 30 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Dedicated outdoor air solutions	Mixed Air Unit	HAEA Mixed Air Unit (trane.com)	10 to 15 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
REPLACEMENT COILS						
Chilled and Hot Water Coils, Steam, DX	Air Heating and Cooling Coils	3W, 3U, W, WL, WP, UW, UP, 5W, WD, LL, UU, 5D, D1, D2, K, P2, P4, P8, UA, TT, T, ST, NS, N, 3F, UF, H4, FD, H3, F3 Air Heating and Cooling Coils (trane.com)	2 to 12 Rows	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
AUTOMATION EQUIPMENT						
Controls & Building Automation Systems (BAS)	Tracer® Ensemble	Tracer Ensemble Enterprise Building Management Systems (trane.com)		12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Controls and BAS	Tracer® SC+	Tracer® SC+ (trane.com)		12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Controls and BAS	Lighting Control Solutions	Lighting Solutions (trane.com)		12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Controls and BAS	Air-Fi® Wireless Communications	Air-Fi® Wireless Communications (trane.com)		12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Controls and BAS	Pivot® Smart Thermostat System	Pivot® Smart Thermostat System (trane.com)		12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office

Product Type	Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Delivery Time, etc.
Controls and BAS	Sensors - CO ₂ , Temperature, and Combination Temperature and Humidity	Sensors (trane.com)		12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
Controls and BAS	Power and Energy Meters	Power and Energy Meters (trane.com)		12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Startup	Contact Trane Office
PARTS AND AFTERMARKET PRODUCT						
	Trane® OEM Parts	Trane® OEM Parts Trane Supply				Contact Trane Office
	Chemicalsfor HVAC Professionals	Chemicals HVAC Parts & Supplies Trane Supply				Contact Trane Office
	Airflow and Motors	Motors, Air Flow and Drives HVAC Parts & Supplies Trane Supply				Contact Trane Office
	Equipment	HVAC Equipment HVAC Parts & Supplies Trane Supply				Contact Trane Office
	Indoor Air Quality and Filters	Indoor Air Quality HVAC Parts & Supplies Trane Supply				Contact Trane Office
	Controls and Electricalfor HVAC Professionals	Controls and Electrical HVAC Parts & Supplies Trane Supply				Contact Trane Office
	Compressors & Valvesfor HVAC Professionals	Compressors & Valves HVAC Parts & Supplies Trane Supply				Contact Trane Office
	Installation Supplies, Tools and Test Instrumentsfor HVAC Professionals	Installation & Testing Tools HVAC Parts & Supplies Trane Supply				Contact Trane Office
	Refrigerant Handlingfor HVAC Professionals	Refrigerant Handling HVAC Parts & Supplies Trane Supply				Contact Trane Office
	General Productsfor HVAC Professionals	General HVAC Parts HVAC Parts & Supplies Trane Supply				Contact Trane Office

Product Type	Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Delivery Time, etc.
OTHER HVAC PRODUCTS						
Energy Storage	Calmac Thermal Storage Systems	Model C & A	Thermal Energy Storage Solutions (trane.com)	C - 41 to 486 Ton-Hours, A - 41 to 162 Ton-Hours	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Start-Up Contact Trane Office
Precision Cooling	Computer Room Air Conditioners (CRAC) Direct Expansion (DX)	CRAH, CRAC	Computer Room Air Conditioners (CRAC) Direct Expansion (DX) (trane.com)	6 thru 30 tons	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Start-Up Contact Trane Office
Frequency Drives	TR200 Series	TR	TR200 Series (trane.com)	1.5 to 1350 HP	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Start-Up Contact Trane Office
Pumps	TACO Pumping Solutions (Example)	TACO	Taco Comfort Solutions Leader in Hydronics and Pump Solutions	Custom Sizes		
Pumps	PACO Pumping Solutions (Example)	PACO	PACO Pumps FUSION PUMP	Custom Sizes		
Cooling Towers	Baltimore Air Coil (Example)	BAC	Global Baltimore Aircoil	Custom Sizes		
Cooling Towers	SPX (Example)	SPX	Cooling Towers - SPX Cooling Towers	Custom Sizes		
Cooling Towers	Other manufactures available					
Heat Exchangers	Alfa Laval (Example)	AL	Gasketed plate-and-frame heat exchangers Alfa Laval	Custom Sizes		
Heat Exchangers	Other manufacturers available					
Packaged Chiller Plants	TAS Packaged Chilling Products	TAS	Modular Products & Solutions (tas.com)	Custom Sizes	12 mo from start up, or 18 mo from shipment	Contact Trane Office Contact Trane Office
Multistack Module Chiller Systems	Modular Air Cooled	ASF,ASP,ARP	Modular Solutions Air-Cooled - Multistack	Custom Sizes	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Start-Up Contact Trane Office
Multistack Module Chiller Systems	Modular Water Cooled	MSD,MSH,MSR,MSS	Modular Solutions Water-Cooled - Multistack	Custom Sizes	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Start-Up Contact Trane Office

Product Type		Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Delivery Time, etc.
Multistack Module Chiller Systems	Packaged Solutions	ASC,ASM,HSS,ACF	Packaged Solutions - Multistack	Custom Sizes	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Start-Up	Contact Trane Office
Multistack Module Chiller Systems	Maglev Solutions	ACF,MSF,MSH	MagLev Solutions - Multistack	Custom Sizes	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Start-Up	Contact Trane Office
Multistack Module Chiller Systems	Heating Solutions	ARA,VME	Heating Solutions - Multistack	Custom Sizes	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Start-Up	Contact Trane Office
Multistack Module Chiller Systems	Multipro	MP	MultiPRO - Multistack	Custom Sizes	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Start-Up	Contact Trane Office
Multistack Module Chiller Systems	Auragreen	AG	AuraGreen - Multistack	Custom Sizes	12 mo from start up, or 18 mo from shipment	2-5 Year Parts and Labor, Delayed Start-Up	Contact Trane Office
Heat Recovery Systems	Energy Recovery Systems (Example)	AE	Energy Recovery Wheels HVAC Systems Airxchange	Custom Sizes			
Energy Recovery Ventilator	RenewAire Energy Recovery Systems (Example)	SL-75	RenewAire Energy Recovery Ventilation - ERVs	Custom Sizes			
Boilers & Hot Water Heaters	Lochinvar Boiler Systems (Example)	CREST	CREST with Hellcat™ Combustion Technology Lochinvar	Custom Sizes			
Process Coolers	Filtrine (Example)	PCP,POC,PC	Chiller Systems Industrial Chiller Manufacturer Filtrine	Custom Sizes			
Tempspec Unit Ventilators	Classroom Air Conditioners	VUD,VUF,VDT	Standard Unit Ventilators - Tempspec	800 - 2000 CFM	12 mo from start up, or 18 mo from shipment	Contact Trane Office	
Tempspec Unit Ventilators	Vertical Stacked Fan Coil Units	TL,TF,TR	Vertical Stacked Fan Coil Units - Tempspec	300 - 1200 CFM	12 mo from start up, or 18 mo from shipment	Contact Trane Office	
Tempspec Unit Ventilators	Filtration	Air Medic	Filtration - Tempspec	Custom	12 mo from start up, or 18 mo from shipment	Contact Trane Office	
Solar Collector Systems	Solar Photovoltaics (Example)	PV	Home Solar plus Storage Solutions SunPower	Custom			

Product Type		Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Delivery Time, etc.
Solar Collector Systems	Solar Thermal (Example)	ST	Solar Thermal Heating Systems (Commercial & Residential) Solar Water Heater Installers in CT (sun-windsolutions.com)	Custom			
Water Treatment	Pump replacement, reservoir upgrades/repairs, UV system repair/upgrade/replacement, chemical use evaluation/upgrade, conveyance system upgrades/replacements, pump station upgrades/replacements including pumps, SCADA, etc. water meter replacement and infrastructure improvements		Lakota-Wastewater-Treatment-Plant (trane.com)				
KCC Products	MSP Technology	MSP	HOME KCCCompanies	Custom Sizes	12 mo from start up, or 18 mo from shipment		Contact Trane Office
KCC Products	Heat Exchangers	DU/DV	HOME KCCCompanies	Custom Sizes	12 mo from start up, or 18 mo from shipment		Contact Trane Office
KCC Products	Dehumidifiers	DU/DV	HOME KCCCompanies	Custom Sizes	12 mo from start up, or 18 mo from shipment		Contact Trane Office

2. Installation and Services

Product Type	Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Est. Lead Time / Delivery Time, etc.
INSTALLATION AND SERVICES						
Installation of new equipment	Startup and commissioning services					
Maintenance of existing systems	Service and maintenance					
Upgrading of existing infrastructure	Wastewater Treatment Plant design build services					
	Pump replacements, blower replacements, SCADA upgrades, clarifier overhaul and/or replacement, digester improvements or replacements, thickening system improvements or replacements/dewatering systems, process improvements/changes, aeration system improvements or replacements, piping, alternative energy including turbines, cogeneration, solar, heat recovery, membrane replacement/new installation, pump stations refurbish or build new, force main or gravity main replacement/installation, UC system installation/replacement, chemical use evaluation and amendments, VFD installation/replacement, all design build contracting services.		Lakota-Wastewater-Treatment-Plant (trane.com)			
Turnkey services	Solar photovoltaic					

Product Type	Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Delivery Time, etc.
Turnkey services	Wind turbines					
Turnkey services	Thermal heating systems					
Turnkey services	Alternative energy HVAC					
Turnkey services	Geothermal heat pumps					
Turnkey services	Lighting technology					
Turnkey services	Pumping systems					
Turnkey services	Microgrid					
Turnkey services	Energy storage					
Turnkey services	Solar daylighting					
Turnkey services	Biomass plants					
Turnkey services	Solar thermal domestic water heating					
Turnkey services	Solar transpired wells					
Installation and services	Retrofit, new construction, energy retrofit, controls new- and upgrade and other			Energy Conservation Measures (trane.com)		
Installation and services	Warranty Services - Extended parts & labor (define maximum number of years available), delayed start-up and other					
Installation and services	Professional Services -Engineering, Design, Drafting, Architectural, Project Management and other					

3. Related Products, Solutions, and Other Services

Product Type	Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Est. Lead Time / Delivery Time, etc.
HVAC EQUIPMENT CONTROLS						
Equipment controllers	Symbio Equipment Controllers	Symbio (trane.com)	N/A			
ANCILLARY SERVICES						
Wellsphere	Wellsphere™ addresses the four elements of indoor environmental quality	Wellsphere™ (trane.com)	N/A			
Wellsphere	Air Quality	Element of Air (trane.com)	N/A			
Wellsphere	Thermal Comfort	Element of Thermal (trane.com)	N/A			
Wellsphere	Lighting	Element of Lighting (trane.com)	N/A			
Wellsphere	Acoustics	Element of Acoustics (trane.com)	N/A			
Wellsphere	Assessment	Assess (trane.com)	N/A			
ENERGY PROGRAMS						
Energy & Sustainability	Energy Analysis & Monitoring	Energy Analysis & Monitoring (trane.com)				
Energy & Sustainability	Active Energy Management	Active Energy Management (trane.com)				
Energy & Sustainability	Renewable Energy & DERs	Renewable Energy & Distributed Energy Resources (trane.com)				
Energy & Sustainability	Energy Conservation Measures	Energy Conservation Measures (trane.com)				
Energy & Sustainability	Financing & Energy Services Contracting	Financing & Energy Services Contracting (trane.com)				
Energy & Sustainability	Digital Services	Digital Services (trane.com)				

Product Type	Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Delivery Time, etc.
Operate, Maintain & Repair	Connectivity & Cloud Services	Connectivity & Cloud Services (trane.com)				
Operate, Maintain & Repair	HVAC System Management	HVAC System Management (trane.com)				
Operate, Maintain & Repair	HVAC System Repair	HVAC System Repair (trane.com)				
DESIGN AND ANALYSIS TOOLS						
Design Tools and Software	Design and Analysis Tools	Design Tools (trane.com)	N/A			
Design Tools and Software	TRACE® 3D Plus Load Design	TRACE® 3D Plus Load Design (trane.com)	N/A			
Design Tools and Software	Trane® Design Assist™	Trane® Design Assist™	N/A			
Design Tools and Software	myPLV®	myPLV Design Tool (trane.com)	N/A			
Design Tools and Software	VariTrane Duct Designer	Varitrane Duct Designer	N/A			
Design Tools and Software	Trane Pipe Designer	Trane Pipe Designer	N/A			
Design Tools and Software	Trane Acoustics Program	Trane Acoustics Program	N/A			
Design Tools and Software	Trane Engineer's Toolbox	Trane Engineer's Toolbox	N/A			
Design Tools and Software	TRACE 700	TRACE 700 (trane.com)	N/A			
Design Tools and Software	Calculators & Charts	Calculators & Charts (trane.com)	N/A			

Product Type	Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Delivery Time, etc.
RENTAL AND LEASE SERVICES						
Rental and lease services	Trane HVAC Rentals	HVAC Equipment Rentals (trane.com)				
FINANCIAL SERVICES						
	Financing & Energy Services Contracting	Financing & Energy Services Contracting (trane.com)				
	OMNIA Partners	OMNIA Partners (trane.com)				
	Anticipation Discount Program	Anticipation Discount Program (trane.com)				
	Energy Savings Contracting	Energy Savings Contracting (trane.com)				
TRAINING AND/OR EDUCATIONAL SERVICES						
	Trane HVAC Education & Training	Education & Training (trane.com)				
	Trane University	Trane University				
	Trane Education Center	TRANE Education Center - Browse Catalog (tranetechnologies.com)				
	Engineers Newsletters & Engineers Newsletters Live!	Engineers Newsletters (trane.com)				
MUNICIPAL SERVICES						
	Building Systems Upgrades	Building Systems (trane.com)				
	HVAC System Retrofits	HVAC System Retrofits (trane.com)				
	Existing HVAC Equipment Upgrades	HVAC Equipment Upgrades (trane.com)				

Product Type	Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Delivery Time, etc.
	New building construction/ replacement including civil/earthwork, tankage, landscape along with energy conservation/LEED services					
	Indoor Air Quality, Acoustics, Lighting	Wellsphere™ (trane.com)				
	Window replacement					
	Building Envelope					
	Solar	Renewable Energy & Distributed Energy Resources (trane.com)				
	Roof repair/replacement					
	Streetlights					
	Parking Lot Lights					
	Pump Station /Lift station design build services					
	Generator replacement/upgrade					
	Vehicle retrofit for sustainable fuel/biofuel, electric, etc.					
	Charging station installation					
	Smart Cities - traffic signals, photo radar, photo streetlights, 5G	Local Government (trane.com)				
	Energy Conservation (Mechanical, Electrical, Utility, Civil, Structural and Architectural)	Energy Conservation Measures (trane.com)				
Engineer & Contractor Support	Supporting Engineers who are designing the future	Consulting Engineer (trane.com)				

Product Type	Trane Model	Link to Trane Website	Capacity Range	Standard Warranty Information	Extended Warranty Information	Delivery Time, etc.
Engineer & Contractor Support	Trane Contractor Solutions	Contractor (trane.com)				
Engineer & Contractor Support	Customer Direct Service	CDS Support Home (custhelp.com)				
Engineer & Contractor Support	BIM and Selection Tools	BIM and Selection Tools (trane.com)				
Engineer & Contractor Support	Civil Engineering					
Engineer & Contractor Support	Structural Engineering					

TECHNICAL INFORMATION

- All necessary technical information relating to operation of equipment and systems, along with list of spare parts recommended by manufacturers with part numbers needed to maintain and efficiently run the systems and equipment.

All necessary technical information relating to the operation of equipment and systems, along with a list of spare parts recommended by manufacturers with part numbers to maintain and efficiently run the systems and equipment **are furnished by product type per job**. We do not furnish parts lists anymore as it is now maintained electronically. In order to save valuable time and paper resources, we have chosen to provide a sample of how we provide this information to our customers. Additional information is provided via link in the Product Information Matrix.

d. Record Keeping and Processing System

- d. Describe Bidder’s record keeping and processing system for work performed.

ONLINE ACCESS TO RECORDS

- Bidder’s ability to provide online access to records.

Trane’s ComfortSite requires a login and password (provided to a customer by a local Trane Parts location) and provides free access to technical tools and information, literature, parts identification tools, online ordering and online warranty and credit request entry. Our parts identification tool has search options for model, serial, part, vendor part, description and more. Information returned includes parts lists, graphics, where used information, supersede information, literature, warranty information and sales order information. Literature and graphics can easily be printed or emailed, and parts lists exported to Excel. Customer pricing and availability is also in the tool, and items can be added to the cart with one click. Orders submitted online flow to the local Parts location for fulfillment. In addition to these options, ComfortSite also allows Owners the ability to manage local parts inventory, equipment replacement plans and schedule services.

EXPEDITING DELIVERY OF PRODUCT

- State any options for expediting delivery of product.

Trane’s product order entry system, TOPPS, provides the ability of both emergency and rush orders. This system is unique in that it allows the flexibility of integrating the ERO (rush) orders into the standard order system without disruptions or excessive costs.

Operational Excellence (OpEx) is part of our Path to Premier Performance. It is a philosophy and collection of tools to drive out waste from our processes. While many aspects of Lean Manufacturing are involved in OpEx, the skillset also includes Six Sigma and other tools needed to solve both simple and complex problems that keep us from delivering premier performance to our customers, our shareholders, and our employees.

Quick Ship Option Trane Quick Ship option provides shorter delivery leads for time critical jobs such as replacement or “fast-track” jobs with tight construction cycles.

Ever had the need to have cooling equipment available in a quick time frame, either for a specific fast-track project, replacement, retrofit job or emergency breakdown? Trane has an extensive stock of air-

cooled **Packed Stock Product** and water- cooled chillers, rooftops, ducted split needs for immediate delivery. Each factory carries stocked product that is available to ship within 24 hours. Stock is limited to common options, sizes, and configurations.

BACKORDER POLICY

- State backorder policy. Does Bidder fill or kill order and require Participating Public Agency to reorder if item is backordered?

Trane strives to provide on-time delivery for all orders placed. Occasionally the Company is unable to immediately fill an order. In these instances, the back- ordered items or materials are automatically scheduled and delivered once the fill- rate is complete. In most instances, the Participating Public Agency would not be required to re-order items and would automatically receive the items when available.

RESTOCKING PROCEDURES FOR RETURNS

- State restocking procedures for returning products, if applicable.

Returns must have prior written approval by Company and are subject to restocking charge where applicable.

SPECIAL PROGRAMS

- Describe any special programs offered that will improve customers' ability to access Products and Services, on-time delivery, or other innovative strategies.

Comfortsite

ComfortSite requires a login and password (provided to a customer by a local Trane Parts location) and provides free access to technical tools and information, literature, parts identification tools, online ordering and online warranty and credit request entry. Our parts identification tool has search options for model, serial, part, vendor part, description and more. Information returned includes parts lists, graphics, where used information, supersede information, literature, warranty information and sales order information. Literature and graphics can easily be printed or emailed, and parts lists exported to Excel. Customer pricing and availability is also in the tool, and items can be added to the cart with one click. Orders submitted online flow to the local Parts location for fulfillment. In addition to these options, Comfortsite also allows Owners the ability to manage local parts inventory, equipment replacement plans and schedule services.

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TRANE'S CAPACITY TO BROADEN CONTRACT SCOPE

- Describe the capacity of Bidder to broaden the scope of the contract and keep the product and service offerings current and ensure the latest products, standards and technology for HVAC Products, Installation, Labor Based Solutions, and Related Products and Services.

Whenever a new product offering or service becomes available to the field, Trane will provide documentation for inclusion onto the HVAC Equipment and Services contract. This submission would include such information as suggested price discounting, market analysis, expected market penetration, related marketing materials for various vertical areas and technologies included. Once added the contract, Trane would market the additions thru internal eNewsletters, webinars, local seminars, and direct contact.

TRANE'S SAFETY POLICY

- Describe your Bidder's safety policy and/or program, including how the policy is communicated to employees, whether the employees are evaluated on safety, and if any employees are dedicated to safety.

Safety Program and OSHA Practices Trane's incident (OSHA) rates are consistently 67-86% below the industry average and our current Experience Modification Rate (EMR) is 0.61.

Safety Planning is woven into Trane's Construction/Installation Approach. An Environmental, Health and Safety (EH&S) Specialist is assigned to every project. This position is organizationally-independent and has the authority to stop work — or material in process — that does not meet quality installation and safety standards. The EH&S Specialist is responsible for standards (procedures, programs, and guidance) and compliance throughout all phases of project delivery.

The EH&S Specialist is involved in recurring review meetings to ensure unbiased assessments of the health of the project. The EH&S Specialist works with onsite personnel to monitor EH&S programs and ensure compliance with Trane's Safety program and Federal, state, and local regulatory requirements. He/she oversees that the site safety inspections, audits, site safety action register, reporting, and personnel safety training are accurate and up to date.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training — 20 hours per year
- Electrical safety — NFPA 70E compliant, electrical PPE
- Fall protection

FACT

Trane's parent company, Trane Technologies, enjoys an excellent Safety Experience Modification Rate (EMR) of 0.61, compared to the industry average of 1.00 - which means we have a much better safety track record than our peers.

* as of 4/17/2022

- Ergonomics
- Smith System Safe Driving Program
- USDOT compliance
- Refrigerant management training

Subcontractors are thoroughly pre-screened and qualified to fully vet their safety records and ratings, citation history for the last five years, OSHA (Occupational Safety and Health Administration) logs for the past three years, history of payment to vendors, financial viability, bonding capacity, proof of insurance, review of their company safety policy including employee commitment and involvement, worksite analysis, hazard control and training. Trane requires all subcontractors to hold **weekly safety meetings** to address any anticipated safety concerns or any outstanding safety issues that need to be addressed. Trane’s safety department requires strict compliance with the company’s safety policies and all OSHA requirements



QUALITY CONTROL

- Describe Bidder’s quality control processes.

Trane leverages industry-leading systems including ISO, Lean-Six Sigma, UL, CE, and other internal/external quality standards to ensure top quality products are provided to customers. Quality policy and programs are coordinated by our corporate functions and completed on a by product line and site of manufactured basis. Specific policy can be reviewed by specific area when required. Incremental to these key programs that are reviewed monthly by leadership team members, Trane products also have utilized four (4) initiatives to provide cost saving areas for our customer: ICS: Integrated Control Systems. The controls that come with Trane products all offer an open computer control technology protocol. This allows a client to feel comfortable that with every Trane product that is purchased, their existing Building Automation System will be able to communicate or if there is not a Building Automation System in place, Trane can provide our BAS system at a packaged program price.; D.F.T.: Demand Flow Technology, a mathematically based business strategy that encompasses the entire Trane organization: marketing, sales, order entry, engineering manufacturing, suppliers, and finance. Demand Flow Technology manages every aspect of the product cycle from the time the product is ordered, until it is shipped. Its sophisticated procedures ensure that customers receive fast availability of a wide selection of Trane standard products as well as custom and modified ones.

Six Sigma

Trane has adopted Six-Sigma initiatives at all levels of the company to improve the processes managed by our business units. All employees in each manufacturing process are trained to QC manufacturing steps. Statistical samples of finished goods are routinely inspected to monitor product quality. Corporate keeps open dialogue with employees and distributors to monitor our quality of service and response.

Quality Guarantee

Trane provides a guarantee of performance based on testing conditions as specified in both ARI as well as ASHRAE. Trane then follows this performance with the industry’s premier warranty and service

support to ultimately provide the best value to the end users. Within the control teams, for example, Trane has adopted the mantra of “no bad jobs”. This business mindset is prevalent throughout Trane, from the factory to the field sales offices.

Our engineers are committed to continuous improvement across all our product lines. They work tirelessly to increase energy efficiency and performance for all our systems, from light commercial to large, applied solutions. It's our depth of experience that makes Trane commercial systems the best in the business.

Our approach to each customer is unique in that we are interested in creating a customer for life rather than selling widgets. That ensures we set expectations with the customer and work to meet or exceed those expectations. Product warranties are in place to make sure the quality is met.

PROBLEM ESCALATION

- Describe Bidder's problem escalation process.

Trane has a strong reputation for customer satisfaction and strives to be a leader in this category, reinforced by eliciting customer feedback through customer satisfaction surveys, identifying root cause of problems, and working to solve problems with finality.

Operational Excellence (OpEx) is part of our Path to Premier Performance. It is a philosophy and collection of tools to drive out waste from our processes. While many aspects of Lean Manufacturing are involved in OpEx, the skillset also includes Six Sigma and other tools needed to solve both simple and complex problems that keep us from delivering premier performance to our customers, our shareholders, and our employees.

The process used to expedite a service call to a service repair quotation starts with the initial service request. The Call Center time and date stamps each service call entry as well as informing the project manager, assigned to the account, of the service request. Once the technician is on the job and has identified the problem, he contacts the project manager and explains the problem and the recommended solution. Our project manager will then contact the customer's representative with the verbal repair quotation, estimated time for repair and request for approval. If the repair can be made at the time the technician is at the jobsite, he will be informed to perform the repair; if not, the project manager will inform the customer's representative with the scheduled repair date. All the project managers carry cell phones and are easily reached any time of the day or night. As an added means of assuring customer satisfaction, the communication center will call each customer location after each scheduled maintenance and quoted repair service. The results of this satisfaction survey are electronically returned to the Trane Project Manager and if further actions are required, they will be immediately addressed. The results are compiled and submitted for the customer's review on a predetermined time frame.

After Hours

The after-hours call center has an escalation process should the primary on-call technician not acknowledge the first call within 15 minutes. If the secondary technician fails to respond in 15 minutes, the area service manager is that contacted. During normal business hours, the service dispatcher will initially assess the call priority. The customer has the option to engage with the service manager if they have issues, concerns or questions with the call response or repairs(s) performed.

- Describe how customer complaints are measured and categorized. What processes are in place to know that a problem has been resolved?

Customer Satisfaction Survey

Trane has a strong reputation for customer satisfaction and strives to be a leader in this category, reinforced by eliciting customer feedback through customer satisfaction surveys, identifying root cause of problems, and working to solve problems with finality.

Key Drivers for Fulfillment / Project Management:

- Functionality of the equipment/systems installed on the job
- Follow-up and follow through on commitments
- Labor resources assigned to the job
- Communication of schedule status
- Resolving issues as they come up

Key Drivers for Sales/Account Management:

- Level in expertise in developing solutions
- Responsiveness of account managers to questions and inquiries
- Time it took to provide a quote that met project requirements

A four-day Customer Satisfaction Training is delivered over 12 months to all offices. Below you will see the full training schedule:

Day 1

- Management Engagement
- Module 1: Understanding Expectations
- Module 2: Speak the Language of Excellence in Service

Day 2

- Module 3: Become a Master Communicator
- Module 4: Listening for Service Opportunities
- Module 5: The Power of a Good Question

Day 3

- Module 6: Dealing with Problems, Complaints and Concerns
- Module 7: Dealing with that Difficult Person
- Module 8: Restore and Rebuild Broken Relationships

Day 4

- Module 9: Communicating Under Pressure – How to be Calm and Effective
- Module 10: How to be a Customer Service Superstar
- Module 11: Achieve Customer Loyalty and Advocacy

These surveys are analyzed, scored, and reviewed monthly. Low scores are immediately handled by the Service Manager. All employees have metrics in place to measure their role in customer satisfaction as well. District scores are published within the company, breeding a friendly-competition and best practice sharing for continuous improvement.

POST-INSTALLATION SUPPORT

- Describe Bidder's post-installation support and warranty specifics. Include both product and installation warranty information.

Optimizing HVAC System

To help you ensure that the customer's new system is properly installed and operating at maximum efficiency during the critical first years of operations, Trane Building Services provides startup services with comprehensive HVAC Startup Services and HVAC warranty service agreements.

HVAC Warranty Service Agreements

Trane provides a variety of extended warranties to allow customers another opportunity to manage their ongoing costs of operations. The nature of Trane HVAC equipment, and truly any mechanical equipment, means that it requires service as it operates. While they receive a standard parts warranty as the original purchaser, our extended warranties help them project their costs and protect their business against increases in material and/or labor costs.

Operating and Maintaining Building

Trane offers HVAC unit repair services that assure continued efficient operation of equipment. Trane can also provide proactive HVAC service plans with scheduled service, select service, and extended warranties to help reduce unplanned repair expenses and to reduce the risk of catastrophic system failure.

Upgrade and Improve Existing System

Compressor and control renewal options offered by Trane Building Services can help bring older chiller systems up to current standards. You can also upgrade chillers with the latest Trane HVAC upgrades. Add value to buildings by addressing energy management, environmental impact, compliance issues, and building lifetime planning through commercial HVAC contracting services and solutions. For temporary or special occasion cooling needs, Trane Building Services provides temporary chillers and rental options. We can also set up cooling contingency plans as part of an overall emergency preparedness plans for scheduled or emergency outages in buildings.

Building Services Commitment

The service professionals of Trane Building Services are committed to ensuring the equipment functions at its highest level of efficiency. With over a century of experience in the industry, Trane Building Services has a clear understanding of how facility management needs change as business and as technology changes. You can always trust Trane Building Services to deliver on promises and provide the highest level of industry knowledge and service for the government entities' equipment.

First year parts and labor warranty support is offered by the Trane service group and water-cooled Rotary Chillers. All other equipment has a one-year parts warranty (unless extended warranties are purchased) and a labor warranty by Trane as part of the standard contract terms with U.S. Communities. Optional extended parts and labor warranties are offered and must be purchased prior to the units being started.

A customer will receive a standard 12/18 warranty on new equipment (basically a parts only warranty). Government entities can buy two different types of warranties thru Trane after the equipment has been shipped:

Option 1: Extended Service Warranty

- Warranty: All parts and labor warranty from Trane factory.
- Requirements: Trane Affiliated Service Company must do a minimum of four inspections.
- Eligible equipment: Trane equipment *that is still at least 2 months within standard 12/18 warranty with no major failures. Warranty must be purchased within 6 months of startup but not later than 16 months from shipment*
- Labor (and refrigerant) warranties must be purchased prior to *initial unit startup*

Option 2: Extended Service Warranty- Expanded

- Warranty: Parts warranty from Trane factory and Labor warranty from Trane Affiliated
- Service Company (good for the 2nd-5th year or 6th-10th year extended warranties).
- Requirements: Trane Affiliated Service Company must do a minimum of six inspections.
- Eligible equipment: Trane equipment that is either just out of the standard 12/18-month warranty OR will soon be out of an extended warranty (for example 2nd-5th year extended parts warranty). Warranty must be purchased within 6 months of startup but not later than 16 months from shipment
- Labor (and refrigerant) warranties must be purchased prior to initial unit startup
- After we complete the upgrades and construction for a Turnkey Contracting Services project, Trane will deliver the documentation needed to keep the investment working properly. We will provide one preliminary copy of as-built drawings—floor plans showing the actual building layouts—and an advance copy of the Operations & Maintenance (O&M) manual. Once these deliverables are reviewed and approved, Trane will submit two copies of final O&M documents, including:
 - o As-built system or installation drawings (or both)
 - o Equipment submittals
 - o Service and maintenance procedure *manuals*
 - o User and technical *manuals*

O&M Summary

Trane eliminates confusion and complexity about who is responsible for maintenance, repair which rest with the customer. As a large global company, we have the leverage to keep costs down for replacement parts—our own and those of other manufacturers. Our integrated approach means that

Trane engineers and technicians are trained to work with many brands of equipment. Our extensive service network ensures that we have resources close to your building.

At the same time, we have local expertise throughout the country – people who understand the climate, economy, utilities and issues your organization faces. They are your most valuable advisors.

Long-Term Operations and Maintenance Support

Upgraded building systems are meant to save money on energy and cost less to maintain for many, many years. Trane stands by customers to help keep systems working at top efficiency, reduce the chances of equipment failure, and give facilities management the expertise to reach new levels of efficiency. Trane offers a variety of ongoing support opportunities, including training in the optimal operation of HVAC systems. Trane can also provide remote systems monitoring and performance reporting.

DEFECTIVE PRODUCTS

- Describe the process for replacement or repair of defective products and warranty related issues.

Process Steps For Replacement / Repair Of Defective Products & Warranty Related Issues

1. Determine if the problem is a unit or system problem.
2. If a unit problem, determine level of urgency—nonfunctioning, intermittent, etc.,
3. Parts or parts with labor?
4. Work with local office to schedule repair. We will ship all U.S. Communities projects with 1st year parts and labor warranties.

Parts and Labor Warranty. Parts Warranty – 12/18

- Trane new equipment warranty terms call for the replacement of defective parts discovered within 12 months of initial start-up or 18 months from date of shipment (12/18 terms), whichever is less.
- Extended parts warranties are also available

Trane Standard Warranty – 12/18

- Standard warranty states that our products will be free from defects in material and workmanship and have the capacities and ratings set forth in the submitted literature, provided that no warranty is made against corrosion, erosion, or deterioration.
- Same 12/18 terms as above

Quick Ship Option

Trane Quick Ship option provides shorter delivery leads for time critical jobs such as replacement or “fast-track” jobs with tight construction cycles.

UNIT REPAIR VS. UNIT REPLACEMENT

- Describe how Bidder evaluates and determines unit repair versus unit replacement.

Unit repair versus unit replacement is primarily based in pre-established warranties mutually agreed upon within the contract. One year from date of purchase is standard, additional extended warranties are available for purchase.

The following HVAC extended warranties are available for purchase before the ship date of the applicable equipment to give you added peace of mind:

Types of Extended Warranties

An extended Trane warranty is available for purchase before the ship date of the equipment.

- **Delayed Start-Up:** When start-up of new equipment will be delayed beyond six months after shipment, the delayed start-up warranty will postpone the commencement date of the first-year part warranty.
- **Whole Unit Parts Warranty:** The extended whole unit parts warranty begins at the expiration of the standard warranty. And like the standard warranty, the whole unit parts warranty will replace any covered part that is found to be defective in material or manufacture.
- **Compressor Warranty:** In the event a part in the compressor assembly of a Trane unit or a part in the motor/compressor assembly of a Trane centrifugal chiller covered by this warranty is found to be defective, this warranty will provide for a replacement compressor or part (at the discretion of Trane).
- **Labor Warranty:** When a part covered under warranty is found to be defective, the labor warranty will provide for labor to install the replacement part. Note that 'compressor only' labor warranty covers labor to replace applicable parts on that assembly only. Only a Trane commercial warranty agent may perform warranted repairs under the labor warranty.
- **Refrigerant Warranty:** The refrigerant warranty will provide for replacement refrigerant to restore a unit to the proper refrigerant charge if a warranted part on the Trane unit is found to be defective.
- **Low Voltage Controls Parts Warranty:** The low voltage controls parts warranty is offered on CSAA air handlers ordered with a Pre-Packaged Solution (PPS). The parts warranty begins at the expiration of the standard warranty and covers the low voltage controls components included in the PPS which are found to be defective in material or manufacture.
- **Low Voltage Controls Labor Warranty:** The low voltage controls labor warranty is offered on CSAA air handlers ordered with a Pre-Packaged Solution (PPS). This warranty covers labor to repair/replace low voltage controls components included in the PPS option only. When a part covered under warranty fails, this warranty will provide labor to repair/replace the covered component. Only a Trane commercial warranty agent may perform warranted repairs under the labor warranty.

INVOLVEMENT OF OTHER COMPANIES

- Identify all other companies that may be involved in processing, handling, shipping, products and/or services.

Trane utilizes multiple carriers/modes across North America (and beyond) in the process of moving product from our plants and warehouses/distribution centers to our customers. We partner with carriers who meet our requirements and/or industry standards for quality and service performance. Carrier specifics vary by mode, origin/destination points and customer requirements.

DISTRIBUTION FACILITIES

- Provide the number, size and location of Bidder's distribution facilities, warehouses, and retail network as applicable.

Trane has 6 express warehouses, 2 Global parts warehouses, 11 plant sites, 25 retail parts centers, and 205 parts/supply facilities.

ORDER INFORMATION

- Provide order information to include available ordering methods and available payment terms.

Trane offices utilize a myriad of systems with which to conduct and manage the businesses. For commercial equipment, services, installations, energy services, etc., the offices utilize Sales Force for initial data entry and tracking. The information is then transferred into other online systems, depending on the project type.

Equipment projects begin with online selection tools that define unit capacity based on jobsite conditions. These tools also define the electrical requirements, weights, unit sizes and such. Once each unit is selected, the system then transfers these selections to online pricing tools and ultimately, to the manufacturing plants themselves for fabrication. Trane has many manufacturing plants located throughout North America. The type of equipment determines which plant will be used for fabrication as well as the necessary materials required, manufacturing timelines, labor resources, etc. Once the fabrication is complete, all items for a particular project are consolidated for shipment and ultimate delivery to the jobsite.

Service projects begin with an online estimating tool that helps define the necessary labor resources required to fulfil a specific task. Each task is compiled into a complete job portfolio which then defines the ultimate size and scope of the service project. Service projects can vary in both size and complexity, involving a single or multiple technical resources as well as outside expertise.

Installation projects begin with an online estimating tool that will help define the overall project scope, necessary jobsite resources, materials necessary to fulfill a given scope of work, identified project risks, non-company labor trades required, etc. This tool will also help develop the overall project timeline, Gantt charting, material ordering points, etc.

Service repair parts are managed through an online system that determines product availability, stocking locations, unit pricing, stock replenishment points, etc. Service parts are available from local Trane commercial sales offices as well as several national parts stocking points. These retail outlets work with both the internal and external customers, such as agencies working through a Racine cooperative contract.

Most projects are extended net-30-day status for credit terms. Open terms are established based on the agency's credit worthiness and payment history. Agencies are encouraged to work with their assigned

Trane account manager if other needs are required. Trane also offers pre-payment should agencies wish to explore those project investment opportunities.

SUPPORT CENTERS

- Provide the number and location of support centers (if applicable).

Trane has 124 Project/Sales offices and 205 parts/supply facilities. Please note: some parts/supply facilities are located at the same address as project sales offices.

Project/Sales Offices			
State	Function	Address	City
Alabama	Birmingham, AL Sales Office	1030 London Drive, Suite 100,	Birmingham
Alabama	Huntsville, AL Sales Office	301 James Record Road, Building 200, Suite 100	Huntsville
Alabama	Mobile, AL Sales Office	124 E I-65 Service Road North	Mobile
Alabama	Montgomery, AL Sales Office	915 Lagoon Business Loop	Montgomery
Alaska	Anchorage, AK Sales Office	12101 Industry Way, Suite C1	Anchorage
Arizona	Phoenix, AZ Sales Office	850 W. Southern Avenue	Tempe
Arizona	Tucson, AZ Sales Office	4520 South Coach Drive	Tucson
Arkansas	Little Rock, AR Sales Office	10303 Colonel Glenn Rd.	Little Rock
Arkansas	Springdale, AR Sales Office	401 Skyler Street	Springdale
California	Fresno, CA Sales Office	3026 North Business Park Avenue, Suite 104	Fresno
California	Los Angeles, CA Sales Office	3253 E. Imperial Highway	Brea
California	Petaluma, CA Sales Office	1343 Redwood Way	Petaluma
California	Sacramento, CA Sales Office	4145 Delmar Avenue	Rocklin
California	San Diego, CA Sales Office	3565 Corporate Ct	San Diego
California/Pacific Coast Trane	Oakland, CA Sales Office	383 4th St. #202	Oakland
California/Pacific Coast Trane	San Francisco, CA Sales Office	310 Soquel Way	Sunnyvale
Colorado	Colorado Springs, CO Sales Office	4840 List Drive	Colorado Springs
Colorado	Denver, CO Sales Office	445 Bryant Street, Unit 5	Denver
Colorado	Fort Collins, CO Sales Office	2416 Donella Court, Unit D	Fort Collins
Colorado	Grand Junction, CO	2387 River Rd, Unit 110	Grand Junction
Connecticut	Hartford, CT Sales Office	716 Brook Street, Suite 130	Rocky Hill
Delaware/Seiberlich Trane	Wilmington, DE Sales Office	66 Southgate Blvd., Southgate Industrial Park	New Castle
Florida	Fort Myers, FL Sales Office	6461 Topaz Court	Fort Myers
Florida	Jacksonville, FL Sales Office	8929 Western Way	Jacksonville
Florida	Miami, FL Sales Office	2884 Corporate Way	Miramar
Florida	Orlando, FL Sales Office	2301 Lucien Way, Suite 430	Maitland
Florida	Pensacola, FL Sales Office	580 E Burgess Rd Suite A-2	Pensacola
Florida	Tallahassee, FL Sales Office	109 Hamilton Park Drive, Suite 1	Tallahassee
Florida	Tampa, FL Sales Office	902 Himes Avenue	Tampa
Florida	West Palm Beach, FL Sales Office	6965 Vista Parkway N, Ste. 11	West Palm Beach

Project/Sales Offices			
State	Function	Address	City
Georgia	Atlanta, GA Sales Office	4000 Dekalb Technology Parkway, Building 100	Atlanta
Georgia	Augusta, GA Sales Office	804 Trane Road	Augusta
Georgia	Macon, GA	125 Macon West Drive	Macon
Georgia	Savannah, GA Sales Office	3609 Ogeechee Road, Suite A	Savannah
Hawaii	Honolulu, HI Sales Office	2969 Mapunapuna Pl., Ste. 101	Honolulu
Idaho	Boise, ID Sales Office	351 North Mitchell St., Ste. 110	Boise
Illinois	Trane Chicago Sales Office	7100 S. Madison	Willowbrook
Indiana	Fort Wayne, IN Sales Office	6602 Innovation Blvd.	Fort Wayne
Indiana	Indianapolis, IN Sales Office	8100 E 106th Street	Fishers
Indiana	South Bend, IN Sales Office	3725 Cleveland Road, Suite 300	South Bend
Indiana	Evansville, IN Sales Office	1024 East Sycamore Street	Evansville
Iowa	Davenport, IA Sales Office	4801 Grand Ave	Davenport
Iowa	Des Moines, IA Sales Office	2220 NW 108th Street	Clive
Kansas	Kansas City Sales Office	11211 Lakeview Avenue	Lenexa
Kansas	Wichita, KS Sales Office	120 S. Ida Street	Wichita
Kentucky	Lexington, KY Sales Office	2350 Fortune Drive	Lexington
Kentucky	Louisville, KY Sales Office	12700 Plantside Drive	Louisville
Louisiana	Baton Rouge, LA Sales Office	11534 Cloverland Ave	Baton Rouge
Louisiana	New Orleans Sales Office	4013 N. I-10 Service Rd. West	Metairie
Louisiana	Shreveport, LA Sales Office	9225 Premier Ct	Shreveport
Maine	Portland, ME Sales Office	860 Spring Street, Unit #1	Westbrook
Maryland	Hunt Valley, MD Sales Office	10947 Golden West Dr., Ste. 100	Hunt Valley
Maryland/Boland Trane	Washington, D.C. Sales Office	30 West Watkins Mill Road	Gaithersburg
Massachusetts	Boston, MA Sales Office	181 Ballardvale Street, Suite 201	Wilmington
Massachusetts	Springfield, MA Sales Office	90 Carando Drive	Springfield
Michigan	Detroit, MI Sales Office	37001 Industrial Road	Livonia
Michigan	Flint, MI Sales Office	5335 Hill 23 Drive	Flint
Michigan	Lansing, MI Sales Office	3350 Pine Tree Road	Lansing
Michigan	West Michigan Sales Office	5005 Corporate Exchange Boulevard S.E.	Grand Rapids
Minnesota	Twin Cities Sales Office	775 Vandalia Street	St. Paul
Mississippi	Jackson, MS Sales Office	851 Wilson Drive, Suite A	Ridgeland
Missouri	Springfield, MO Sales Office	540 N. Cedarbrook	Springfield
Missouri	St. Louis, MO Sales Office	101 Matrix Commons Drive	Fenton
Montana/Armacost Trane	Billings, MT Sales Office	3311 4th Ave. North, Suite 4	Billings
Montana/Armacost Trane	Great Falls, MT	422 9th Street S. (59405), P.O. Box 2642 (59403)	Great Falls
Nebraska	Omaha, NE Sales Office	11937 Portal Road	La Vista
Nevada	Reno, NV Sales Office	5595 Equity Avenue, Suite 100	Reno
New Hampshire	Manchester, NH Sales Office	15 Constitution Drive, Suite 2K	Bedford

Project/Sales Offices			
State	Function	Address	City
New Jersey	Trane New Jersey Sales Office	19 Chapin Rd., Bldg. B, Suite 200	Pine Brook
New Mexico	Albuquerque	5501 San Diego Avenue NE	Albuquerque
New York	Albany, NY Sales Office	301 Old Niskayuna Road, Ste. 1	Latham
New York	Buffalo, NY Sales Office	45 Earhart Drive, Suite 103	Buffalo
New York	Long Island, NY Sales Office	245 Newtown Road, Suite 500	Plainview
New York	New York, NY Sales Office	10-27 46th Avenue	Long Island City
New York	Rochester, NY Sales Office	75 Town Centre Drive, Suite 300	Rochester
New York	Syracuse, NY Sales Office	15 Technology Place	East Syracuse
North Carolina	Asheville, NC Sales Office	168 Sweeten Creek Road	Asheville
North Carolina	Charlotte, NC Sales Office	4501 S. Tryon Street	Charlotte
North Carolina	Greensboro, NC Sales Office	2025 16th Street	Greensboro
North Carolina	Raleigh, NC Sales Office	401 Kitty Hawk Drive	Morrisville
North Carolina/ Brady Trane	Wilmington, NC Sales Office	6736-A Netherlands Drive	Wilmington
North Dakota	Fargo, ND Sales Office	3417 7th Ave N, Suite D	Fargo
Ohio	Cincinnati, OH Sales Office	10300 Springfield Pike	Cincinnati
Ohio	Cleveland, OH Sales Office	9555 Rockside Road	Valley View
Ohio	Columbus, OH Sales Office	2300 CityGate Drive, Suite 100	Columbus
Ohio	Toledo, OH Sales Office	1001 Hamilton Drive	Holland
Ohio/Waibel Trane	Dayton, OH Trane Sales Office	7446 Webster Street	Dayton
Oklahoma	Oklahoma City Sales office	305 Hudiburg Circle	Oklahoma City
Oklahoma	Tulsa Sales Office	2201 N Willow Ave	Broken Arrow
Oregon	Portland, OR Sales Office	7257 SW Kable Lane	Portland
Pennsylvania	Allentown, PA Sales Office	5925 Tilghman St #300	Allentown
Pennsylvania	Harrisburg, PA	3909 TecPort Drive	Harrisburg
Pennsylvania	Pittsburgh, PA Sales Office	400 Business Center Drive	Pittsburgh
Pennsylvania	Tozour Energy Systems	3606 Horizon Drive	King of Prussia
Pennsylvania	Wilkes-Barre, PA Office	1185 North Washington Street	Wilkes-Barre
Rhode Island	Providence, RI Sales Office	10 Hemingway Drive	East Providence
South Carolina	Charleston, SC Sales Office	4951 Rivers Avenue	North Charleston
South Carolina	Columbia, SC Sales Office	111 Lott Court	West Columbia
South Carolina	Greenville, SC Sales Office	412 Fairforest Way	Greenville
South Dakota	Sioux Falls, SD	6225 South Pinnacle Pl., Ste. 101	Sioux Falls
Tennessee	Chattanooga, TN Sales Office	6138 Preservation Dr., Ste. 500	Chattanooga
Tennessee	Knoxville, TN Sales Office	5220 S. Middlebrook Pike	Knoxville
Tennessee	Memphis, TN	1775 Pyramid Place, Suite 100	Memphis
Tennessee	Nashville, TN Sales Office	601 Grassmere Park Dr., Ste. 10	Nashville
Tennessee	Kingsport, TN Sales Office	10384 Wallace Alley Street	Kingsport
Texas	El Paso, TX Sales Office	1405 Vanderbilt Drive	El Paso
Texas	Austin, TX Sales Office	9801 Metric Blvd, Suite 400	Austin
Texas	Corpus Christi, TX Sales Office	2828 Wow Road, Unit B	Corpus Christi
Texas	Dallas, TX	1617 Hutton Drive	Carrollton
Texas	Fort Worth, TX Sales Office	4200 Sylvania Ave.	Fort Worth

Project/Sales Offices			
State	Function	Address	City
Texas	Lubbock, TX Sales Office	8308 Upland Avenue	Lubbock
Texas	San Antonio, TX	9535 Ball Street, Suite 1100	San Antonio
Texas	Weslaco, TX Sales Office	1240 N. Votech Drive	Weslaco
Texas/Hunton Trane	Houston, TX Sales Office	10555 Westpark Drive	Houston
Utah	Salt Lake City, UT	2817 South 1030 West	Salt Lake City
Vermont	Burlington, VT Sales Office	177 Leroy Road	Burlington
Virginia	Richmond, VA Sales Office	10408 Lakeridge Pkwy., Ste. 100	Ashland
Virginia	Roanoke, VA Sales Office	2303 Trane Drive	Roanoke
Virginia/Damuth Trane	Norfolk, VA Sales Office	1100 Cavalier Blvd.	Chesapeake
Washington	Seattle, WA Sales Office	2333 158th Court NE	Bellevue
Washington	Spokane, WA Sales Office	11002 E Montgomery Drive, Suite #500	Spokane Valley
Wisconsin	Appleton, WI Sales Office	2500 N Lynndale Dr, Suite H	Appleton
Wisconsin	Madison, WI Sales Office	5302 Voges Road	Madison
Wisconsin	Milwaukee, WI Sales Office	234 W. Florida St, 6th Floor	Milwaukee

Parts/Supply Locations			
State	Function	Address	City
Alabama	Trane Supply	1030 London Drive	Birmingham
Alabama	Trane Supply	301 James Record Road	Huntsville
Alabama	Trane Supply	124 E I-65 Service Road North	Mobile
Alabama	Trane Supply	915 Lagoon Business Loop	Montgomery
Alaska	Trane Supply	12101 Industry Way	Anchorage
Arizona	Trane Supply	220 E Germann Rd	Gilbert
Arizona	Trane Supply	720 East Auto Center Dr	Mesa
Arizona	Trane Supply	21415 N 15th Lane	Phoenix
Arizona	Trane Supply	437 W. Fairmont Dr	Tempe
Arizona	Trane Supply	10115 W Van Buren	Tolleson
Arizona	Trane Supply	2165 N Forbes Blvd. Suite 107	Tucson
Arkansas	Trane Supply	19 Colonel Glenn Plaza Rd.	Little Rock
Arkansas	Trane Supply	401 Skyler Street	Springdale
California	Trane Supply	21720 Wilmington Ave	Carson
California	Trane Supply	20450 East Walnut Dr North	Diamond Bar
California	Trane Supply	3026 North Business Park Ave.	Fresno
California	Trane Supply	3631 San Fernando Rd	Glendale
California	Trane Supply	4380 Warehouse Court	North Highlands
California	Trane Supply	2222 Kansas Ave	Riverside
California	Trane Supply	4145 Delmar Avenue	Rocklin
California	Trane Supply	3565 Corporate Ct	San Diego
California	Trane Supply	15551 Redhill Ave	Tustin
California	Pacific Coast Trane	890 Service St. Unit A	San Jose
Colorado	Trane Supply	4840 List Drive	Colorado Springs

Parts/Supply Locations			
State	Function	Address	City
Colorado	Trane Supply	445 Bryant Street	Denver
Colorado	Trane Supply	67 Inverness Dr East	Englewood
Colorado	Trane Supply	2416 Donella Court	Fort Collins
Colorado	Trane Supply	2387 River Rd	Grand Junction
Connecticut	Trane Supply	485 Ledyard St.	Hartford
Connecticut	Trane Supply	178 Wallace St.	New Haven
Connecticut	Trane Supply	47 Harbor View Ave.	Stamford
Delaware	Seiberlich Trane HVAC Parts & Supplies	66 Southgate Blvd.	New Castle
Florida	Trane Supply	12385 Automobile Blvd.	Clearwater
Florida	Trane Supply	970 N. Clyde Morris Blvd.	Daytona Beach
Florida	Trane Supply	2660 NW 89 Court	Doral
Florida	Trane Supply	6461 Topaz Court	Fort Myers
Florida	Trane Supply	16520 Scheer Blvd.	Hudson
Florida	Trane Supply	8929 Western Way	Jacksonville
Florida	Trane Supply	10592 Balmoral Circle E	Jacksonville
Florida	Trane Supply	12750 SW 125th Ave.	Miami
Florida	Trane Supply	11600 Miramar Parkway	Miramar
Florida	Trane Supply	544 Commercial Boulevard	Naples
Florida	Trane Supply	3401 Wd Judge Dr. Ste 110	Orlando
Florida	Trane Supply	9424 Southridge Park Court	Orlando
Florida	Trane Supply	580 E Burgess Rd.	Pensacola
Florida	Trane Supply	2103 SW 3 St.	Pompano Beach
Florida	Trane Supply	400 NW Enterprise Dr.	Port St. Lucie
Florida	Trane Supply	2224 72nd Terrace East	Sarasota
Florida	Trane Supply	109 Hamilton Park Drive	Tallahassee
Florida	Trane Supply	4720 East Adamo Drive	Tampa
Florida	Trane Supply	6965 Vista Parkway North	West Palm Beach
Georgia	Trane Supply	5980 Peachtree Rd.	Atlanta
Georgia	Trane Supply	804 Trane Road	Augusta
Georgia	Trane Supply	3547 Gentian Blvd	Columbus
Georgia	Trane Supply	2625 Pinemeadow Court	Duluth
Georgia	Trane Supply	5021 Old Dixie Hwy	Forest Park
Georgia	Trane Supply	2140 Barrett Park Drive	Kennesaw
Georgia	Trane Supply	125 Macon West Drive	Macon
Georgia	Trane Supply	3061 Kingston Ct. SE	Marietta
Georgia	Trane Supply	1175 Northmeadow Parkway	Roswell
Georgia	Trane Supply	3609 Ogeechee Road	Savannah
Hawaii	Trane Supply	2969 Mapunapuna Place	Honolulu
Idaho	Trane Supply	351 North Mitchell Street	Boise
Illinois	Trane Supply	2601 Beverly Dr.	Aurora
Illinois	Trane Supply	1322 Barclay Blvd.	Buffalo Grove
Illinois	Trane Supply	301 E Mercury Drive	Champaign
Illinois	Trane Supply	920 W. Pershing Rd.	Chicago

Parts/Supply Locations			
State	Function	Address	City
Illinois	Trane Supply	1605 Eastport Plaza Dr	Collinsville
Illinois	Trane Supply	2410 Vantage Dr.	Elgin
Illinois	Trane Supply -	7950 West 185th St.	Tinley Park
Illinois	Trane Supply	7100 S. Madison St.	Willowbrook
Indiana	Trane Supply	1458 S. Liberty Dr.	Bloomington
Indiana	Trane Supply	14289 W Commerce Road	Daleville
Indiana	Trane Supply	6602 Innovation Blvd	Fort Wayne
Indiana	Trane Supply	5355 N Post Rd.	Indianapolis
Indiana	Trane Supply	2363 Perry Rd.	Plainfield
Indiana	Trane Supply	3725 Cleveland Rd	South Bend
Indiana	Trane Supply	1024 East Sycamore Street	Evansville
Iowa	Trane Supply	2165 NW 108th Street	Clive
Iowa	Trane Supply	4801 Grand Ave	Davenport
Kansas	Trane Supply	9972 Lakeview Ave	Lenexa
Kansas	Trane Supply	130 S. Ida Street	Wichita
Kansas	Trane Supply	2700 Bi State Dr.	Kansas City
Kansas	Trane Supply	2724 NE Independence Ave	Lee's Summit
Kentucky	Trane Supply	141 Center Street	Bowling Green
Kentucky	Trane Supply	1360 Donaldson Hwy	Erlanger
Kentucky	Trane Supply	2350 Fortune Drive	Lexington
Kentucky	Trane Supply	12850 Plantside Drive	Louisville
Kentucky	Trane Supply	1000 E. Market Street	Louisville
Louisiana	Trane Supply	6316 Fieldstone Drive	Baton Rouge
Louisiana	Trane Supply	530 Elmwood Park Blvd.	Harahan
Louisiana	Trane Supply	5400 Pepsi St. Suite H	Harahan
Louisiana	Trane Supply	9225 Premier Ct	Shreveport
Maine	Trane Supply	860 Spring Street	Westbrook
Maryland	Trane Supply	899 Airport Park Rd.	Glen Burnie
Maryland	Trane Supply	2208 Greenspring Dr.	Timonium
Maryland	Boland HVAC Parts & Supplies	30 W. Watkins Mill Road	Gaithersburg
Massachusetts	Trane Supply	100 Messina Dr.	Braintree
Massachusetts	Trane Supply	5A Polito Dr.	Shrewsbury
Massachusetts	Trane Supply	90 Carando Drive	Springfield
Massachusetts	Trane Supply	96 Commerce Way	Woburn
Massachusetts	Trane Supply	1050 Holt Ave.	Manchester
Michigan	Trane Supply	1947 S Industrial Highway	Ann Arbor
Michigan	Trane Supply	2410 Austins Parkway	Flint
Michigan	Trane Supply	1200 Monroe Ave NW	Grand Rapids
Michigan	Trane Supply	3350 Pinetree Road	Lansing
Michigan	Trane Supply	33725 Schoolcraft Rd.	Livonia
Michigan	Trane Supply	251 Executive Dr.	Troy
Minnesota	Trane Supply	7860 12th Ave South	Bloomington
Minnesota	Trane Supply	800 Berkshire Lane	Plymouth
Minnesota	Trane Supply	720 Vandalia Street	St. Paul

Parts/Supply Locations			
State	Function	Address	City
Mississippi	Trane Supply	851 Wilson Drive	Ridgeland
Missouri	Trane Supply	3663 Corporate Trail Dr.	Earth City
Missouri	Trane Supply	101 Matrix Commons Drive	Fenton
Missouri	Trane Supply	2101 West Sunset St.	Springfield
Montana	Armacost Trane Supply	3311 4th Ave. North	Billings
Montana	Armacost Trane Supply	422 9th Street South	Great Falls
Nebraska	Trane Supply	4408 S 108th St	Omaha
Nevada	Trane Supply	4375 South Valley View Boulevard, Suite D	Las Vegas
New Hampshire	Trane Supply	1050 Holt Ave. Unit 11	Manchester
New Jersey	Trane Supply	26 Chapin Road	Pine Brook
New Jersey	Trane Supply	3005 Hadley Rd.	South Plainfield
New Jersey	Trane Supply	800 Huyler St.	Teterboro
New Mexico	Trane Supply	5501 San Diego Avenue NE	Albuquerque
New York	Trane Supply	51 Railroad Ave.	Albany
New York	Trane Supply	115 49th St.	Brooklyn
New York	Trane Supply	2916 Walden Ave, Suite 250	Depew
New York	Trane Supply	6211 E. Molloy Rd.	East Syracuse
New York	Trane Supply	12 Skyline Dr.	Hawthorne
New York	Trane Supply	40-01 Crescent St.	Long Island City
New York	Trane Supply	245 Newtown Road	Plainview
New York	Trane Supply	1046 University Ave.	Rochester
North Carolina	Trane Supply	168 Sweeten Creek Road	Asheville
North Carolina	Trane Supply	4501 S. Tryon Street	Charlotte
North Carolina	Trane Supply	8810-B Airpark West Dr.	Charlotte
North Carolina	Trane Supply	1265 19th St Ln NW	Hickory
North Carolina	Trane Supply	12857 Independence Blvd.	Matthews
North Carolina	Brady Parts Center	6736-A Netherlands Drive	Wilmington
North Carolina	Brady Parts Center	8408 Triad Drive	Greensboro
North Carolina	Brady Parts Center	4306 Bennett Memorial Rd.	Durham
North Carolina	Brady Parts Center	4437 Beryl Road	Raleigh
North Dakota	Trane Supply	3417 7th Ave N	Fargo
Ohio	Trane Supply	10300 Springfield Pike	Cincinnati
Ohio	Trane Supply	2300 City Gate Drive	Columbus
Ohio	Trane Supply	2188 North Wilson Rd	Columbus
Ohio	Trane Supply	7446 Webster St.	Dayton
Ohio	Trane Supply	1001 Hamilton Drive	Holland
Ohio	Trane Supply	6050 Towpath Dr	Valley View
Oklahoma	Trane Supply	2205-A N Willow Ave	Broken Arrow
Oklahoma	Trane Supply	3450 S. MacArthur Blvd.	Oklahoma City
Oregon	Trane Supply	7244 SW Durham Road, Ste. 100	Portland
Pennsylvania	Tozour Trane Parts Center	2 Executive Dr.	Moorestown
Pennsylvania	Trane Supply	5925 Tilghman St.	Allentown

Parts/Supply Locations			
State	Function	Address	City
Pennsylvania	Trane Supply	102 Four Coins Dr. Ext.	Canonsburg
Pennsylvania	Trane Supply	122 Equity Dr.	Greensburg
Pennsylvania	Trane Supply	491 Blue Eagle Ave.	Harrisburg
Pennsylvania	Tozour Trane HVAC Parts & Supply	480 Drew Court	King of Prussia
Pennsylvania	Trane Supply	3042 New Beaver Ave.	Pittsburgh
Pennsylvania	Trane Supply	1185 North Washington Street	Wilkes-Barre
Rhode Island	Trane Supply	333 Niantic Ave Unit B	Providence
South Carolina	Trane Supply	412 Fairforest Way	Greenville
South Carolina	Trane Supply	4951 Rivers Avenue	North Charleston
South Carolina	Trane Supply	130 Monroe Dr.	Simpsonville
South Carolina	Trane Supply	2180 Chesnee Highway	Spartanburg
South Carolina	Trane Supply	1510 Key Road	West Columbia
South Dakota	Trane Supply	609 North Kiwanis Ave.	Sioux Falls
Tennessee	Trane Supply	4157 South Creek Rd.	Chattanooga
Tennessee	Trane Supply	1609 Amherst Rd.	Knoxville
Tennessee	Trane Supply	355 Mason Road	La Vergne
Tennessee	Trane Supply	6972 Appling Farms	Memphis
Tennessee	Trane Supply	4140 Getwell Rd.	Memphis
Tennessee	Trane Supply	601 Grassmere Park Drive	Nashville
Tennessee	Trane Supply	10390 Wallace Alley Street	Kingsport
Texas	Trane Supply	26 Walter Jones Blvd., Suite E	El Paso
Texas	Trane Supply	4905 New York Ave.	Arlington
Texas	Trane Supply	9801 Metric Blvd.	Austin
Texas	Trane Supply	2209A Rutland Dr.	Austin
Texas	Trane Supply	4401 Freidrich Lane	Austin
Texas	Trane Supply	1617 Hutton Drive	Dallas
Texas	Trane Supply	503 W. Owassa Rd.	Edinburg
Texas	Trane Supply	4200 N. Sylvania Ave.	Fort Worth
Texas	Trane Supply	10665 Sanden Dr. Suite 180	Garland
Texas	Trane Supply	8308 Upland Avenue	Lubbock
Texas	Trane Supply	115 Industrial Blvd.	McKinney
Texas	Trane Supply	5590 South Buckner Blvd. #100	Mesquite
Texas	Trane Supply	2469 Freedom Dr.	San Antonio
Texas	Trane Supply	4940 Eisenhower Rd.	San Antonio
Texas	Hunton Distribution	16335 Central Green Blvd.	Houston
Texas	Hunton Distribution	10560 Bissonnet Street Suite 100	Houston
Utah	Trane Supply	2817 South 1030 West	Salt Lake City
Virginia	Trane Supply	10404 Lakeridge Parkway	Ashland
Virginia	Trane Supply	1215 E. Market St.	Charlottesville
Virginia	Trane Supply	11205 New Albany Dr.	Fredericksburg
Virginia	Trane Supply	115 Bradley Dr.	Lynchburg
Virginia	Trane Supply	14000 Justice Rd.	Midlothian
Virginia	Trane Supply	2301 Trane Drive	Roanoke

Parts/Supply Locations			
State	Function	Address	City
Virginia	Damuth Trane	1104 Cavalier Blvd.	Chesapeake
Virginia	Damuth Trane	230 Clearfield Ave Ste 126	Virginia Beach
Virginia	Damuth Trane	507 Muller Ln.	Newport News
Washington	Trane Supply	19201 120th Ave NE	Bothell
Washington	Trane Supply	7302 26th St. E	Fife
Washington	Trane Supply	601 S. Alaska St.	Seattle
Wisconsin	Trane Supply	2500 N Lynndale Dr.	Appleton
Wisconsin	Trane Supply	4801 Voges Rd.	Madison
Wisconsin	Trane Supply	4512 W. Burnham	Milwaukee

CUSTOMER SERVICE

- Describe Bidder’s customer service department staffing levels, hours of operation and other relevant details.
- Each office has its own 24/7/365 Emergency call number. Our goal is to answer each call within 30 seconds of receipt, 90% of the time. Our goal is to respond to all emergency calls within 4 hours or less.

ORDERING PROCESS

- Describe the process for ordering when supply of a unit and installation is involved, specifically addressing whether one purchase order is required for the entire project, or if separate purchase orders are required for ordering the product and securing installation services.

We prefer a single purchase order but will accept multiple purchase orders.

The process for receiving a PO is based upon a request (equipment, contracting, service) by a customer, an account manager will research the desired outcome from a systems perspective, suggest a solution and possible alternatives, and include a pricing scenario within a Trane proposal. Should the customer accept and sign the proposal, the order is entered and submitted to Financial Services for credit approval.

Alternatively, if the customer submits its contract/PO, utilizing pricing information provided by an account manager, an order is entered, any attached terms and conditions are reviewed by the Contract Management Department, and submitted to Financial Services for credit approval.

ORDER MANAGEMENT

- Describe Bidder’s internal management system for processing orders from point of customer contact through delivery and billing. Please state if Bidder uses single system or platform for all phases of ordering, processing, delivery, and billing.

Trane uses an Oracle-based platform for all phases of ordering, processing, delivery, and billing.

REPORTING

- Describe the capacity of Bidder to provide management reports, i.e., commodity histories, procurement card histories, green spend, etc. for each Participating Public Agency.

Trane can provide account procurement history including project type, dollars spent, purchase frequency and payment type. Trane does not have the ability of providing a “green spend” report format unless the project is identified as LEED during the purchase or construction phase.

E. Bid Form Criteria

All pricing submitted using the Bid Form (Attachment C) or a document using the same requested information in the same format.

Trane response includes a product list price discount schedule identified by unit product code. Each product either manufactured or represented by Trane is identified by a unique product code and associated list price discount. Trane does not publish a "list price book" for Commercial HVAC products since product list price is project specific and is determined by unit type, size, electrical requirements, options, and warranty options. Trane's response also includes hourly labor rates, by trade type and geographic location. In addition:

- Trane will be responsible for compliance with any federal, state, or local prevailing wage laws.
- Trane's discount schedule will remain fixed for the duration of the contract, except for product obsolescence or new product introduction. Trane will request the addition of new products and services to the lead agency through a formal request, as opportunities present themselves.



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Appendix 1

Addendum 1, Addendum Acknowledgement



Purchasing Department
Duane McKinney
730 Wisconsin Avenue
Racine, WI 53403
262-636-3700
fax: 262-636-3763

**ADDENDUM 1
INVITATION FOR BID
IFB #RC2022-1001
HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS,
AND RELATED PRODUCTS AND SERVICES**

This Addendum has been prepared by:
Racine County
Duane McKinney
Date: Wednesday July 6, 2022

To the Bidder of Record:

This Addendum is issued as stated in the original Invitation for Bid on page 2 in section B. to address questions received from Bidders in writing requesting clarification from Racine County on the specifications provided for the above subject bid and to correct an item in the solicitation. Acknowledge receipt of this addendum by entering the Addendum number and issue date on the space provided below.

Clarification

1. There is a modification included in this Addendum to correct a sentence located under Section B. Term. See below for details.

Questions and Answers

1. Question:
Attachment D – National Cooperative Contract states “The following documents are used in reviewing and administering national cooperative contracts and are included for Supplier’s review and bid.” Page 12 states: “The Successful Bidder(s) will be required to sign Attachment D – National Cooperative Contract to be Administered by OMNIA Partners, Exhibit B – Administration Agreement. Contractors should have any reviews required to sign the document prior to submitting a response.” Please confirm that the following documents are for Successful Bidder(s) and do not need be executed/signed and included with this proposal response:
 - Exhibit B – Administration Agreement, Example
 - Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example
 - Exhibit D – Principal Procurement Agency Certificate, Example
 - Exhibit E – Contract Sales Reporting Template
 - Exhibit F – Federal Funds Certifications

Racine County
IFB #RC2022-1001
HVAC Products, Installation, Labor Based Solutions, and Related Products and Services

- Exhibit G – New Jersey Business Compliance
- Exhibit H – Advertising Compliance Requirement

Answer: The following documents are informational only:

- *Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example*
- *Exhibit D – Principal Procurement Agency Certificate, Example*
- *Exhibit E – Contract Sales Reporting Template*
- *Exhibit H – Advertising Compliance Requirement*

The documents below are to be completed by the Successful Bidder(s). While the documents below do not need to be submitted as part of the Bidder's initial response, it may quicken the award process if they are included:

- *Exhibit B – Administration Agreement, Example*
- *Exhibit F – Federal Funds Certifications*
- *Exhibit G – New Jersey Business Compliance*

2. Question:
Please confirm that there is no specific Value Add requirement and no scoring associated with Value Add.

Answer: There is no specific Value Add requirement and no scoring associated with Value Add products and/or services.

3. Question:
Please confirm if “G.ADDITIONAL DATA WITH BID, Bidders may include any additional information deemed advantageous to Racine County” should be submitted within the main body of the Complete Bid Package or if this information needs to be submitted under separate cover in the Value Add area on Demand Star

Answer: Yes, Bidders may include any additional information deemed advantageous to Racine County with their bid. This can be submitted either within the main body of the Complete Bid Package or as a separate cover/area in Demand Star.

4. Question:
Please provide clarification on the Supplemental Documents/Added Value upload area and if there is any scoring associated with a separate Added Value.

Answer: See Answers to Questions 2 and 3 above. There is no separate scoring associated with Added Value products and/or services.

Modification

1. Page 13 - Remove the first sentence of Section B. Term and replace with the following:

Racine County
IFB #RC2022-1001
HVAC Products, Installation, Labor Based Solutions, and Related Products and Services

The term of the Master Agreement will be for five (5) years following the contract award date with the option to renew for one (1) additional five (5) year period.

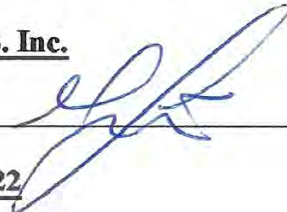
The rest of this section shall remain.

This Addendum is three (3) pages in its entirety with no additional attachments.

Please sign, date and attach a copy of this Addendum to your bid.

Firm: Trane U.S. Inc.

Signature: _____



Date: July 8, 2022



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Appendix 2

Exhibit A, Response for National Cooperative Contract

Exhibit A
Response for National Cooperative Contract

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Vendor (sometimes referred to as 'Supplier') and OMNIA Partners.

1.1 Requirement

Racine County, Wisconsin (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), is requesting bids for HVAC Products, Installation, Labor Based Solutions, and Related Products and Services. The intent of this Invitation for Bid is any contract between Principal Procurement Agency and Vendor resulting from this Invitation for Bid ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Vendor and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Vendor and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Vendor for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Vendor is responsible for knowing the tax laws in each

state.

This Exhibit A defines the expectations for qualifying Vendors based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Vendors on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this IFB. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this IFB acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Vendor pursuant to this section that directly promotes the Vendor's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Vendor a Director of Partner Development who will serve as the main point of contact for the Vendor and will be responsible for managing the overall relationship between the Vendor and OMNIA Partners. The Director of Partner Development will work with the Vendor to develop a comprehensive strategy to promote the Master Agreement and will connect the Vendor with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Vendor to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Vendor to promote the Master Agreement to both existing Participating Public Agencies and

prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Vendor teams

The OMNIA Partners contracting teams will work in conjunction with Vendor to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Vendor teams
- D. Regular business reviews to monitor program success
- E. General contract administration

~~Vendors are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Invitation for Bid. Vendor will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).~~

Trane has demonstrated its ability to deliver significant growth with a 2% administration fee and feels an increase will result in loss of business to other, lowered fee cooperative contracts.

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$500M annually. While no minimum volume is guaranteed to Vendor, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Vendor and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this IFB made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a

national level through OMNIA Partners. If multiple Vendors are awarded a contract by the Principal Procurement Agency under the Master Agreement, those same Vendors will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Vendor and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Vendor, Vendor and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Vendor. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Vendor (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Vendor may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Vendor is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This IFB is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating

Public Agencies;

- B. Establish the Master Agreement as the Vendor's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Vendor and Public Agencies through a single solicitation process that will reduce the Vendor's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Vendor entering into the Master Agreement, which would be available to all Public Agencies, Vendor must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Vendor.

2.1 Corporate Commitment

Vendor commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Vendor's executive management, (2) the Master Agreement is Vendor's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Vendor will transition existing customers, upon their request, to the Master Agreement, and (4) that the Vendor has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Vendor will identify an executive corporate sponsor and a separate national account manager within the IFB response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Vendor commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Vendor will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Vendor commits to aggressively market the Master Agreement strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Vendor commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Vendor also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Vendor were not awarded the Master Agreement.

3.0 VENDOR BID

Vendor must supply the following information for the Principal Procurement Agency to determine if Vendor is qualified and responsible to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

- A. Brief history and description of Vendor to include experience providing similar products and services.

Trane U.S. Inc. (Trane), a wholly owned subsidiary of Trane Technologies (NYSE: TT), provides systems and services that enhance and leverage the infrastructure of our clients to provide quality, comfort, strong financial impacts, and sustainable outcomes of buildings around the world. Trane's 100-year history as a trusted provider of superior products and services has resulted in a global network of project offices and service/parts locations.

Trane began in 1885 as a family plumbing business in La Crosse, Wisconsin and became the Trane Company in 1913. Over the next hundred years, Trane established its position as a pioneer in climate control. In 1931, the company patented its first air conditioner. Seven years later, Trane launched Turbovac, a new type of water chiller that fundamentally altered the industry's approach to large-building air conditioning systems. These early innovations paved the way for Trane's industry-leading commercial air conditioner, CenTraVac™—the highest efficiency, lowest emissions, most reliable chiller on the market. Throughout the second half of the Twentieth century, Trane expanded its offerings to customers. With the acquisition of Sentinel Electronics in the late 1970s, and General Electric's Central Air Conditioning Division in 1982, Trane expanded both its residential and energy management offerings and entered the building automation system market. In 1984, American Standard Companies, Inc., acquired the Trane Company, and four years later, launched the American Standard Heating & Air Conditioning Brand. Throughout the 1990s and early 2000s, the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED®) building rating program grew—which

influenced building, system, and product design. In addition, system integration and capabilities increased due to ASHRAE Standard requirements as well as the desire to reduce system energy use.

Trane became a qualified U.S. Department of Energy ESCO in 1999. Since that time, Trane has managed energy services performance contracting (ESPC) programs for federal government agencies, including the Department of Energy, Department of State, Navy, Army, Air Force, and the General Services Administration. Trane's Federal ESPC portfolio includes \$641 million in DOE ESPC projects. In 2004, Trane became a NAESCO Accredited Energy Service Provider. By 2007, annual air conditioning sales and services topped \$7.4 billion. Trane, Inc., became a public entity after American Standard Companies divested other portions of its business. In December 2007, it was announced that Trane would merge with Ingersoll Rand. The merger became final in June of 2008. System and product investment and introduction continued during this time as the company again responded to customer and standard requirements, as well as the impact of the sustainability movement. Trane's Renewable and Resilient Energy and Power Systems Team focused on developing Smart Grid, Solar Power, Wind Power, and Generator capabilities. In 2013, Trane launched a series of commercial products that reduce carbon emissions by 99.9%. After completing a successful Reverse Morris Trust Transaction with former parent company Ingersoll Rand in March 2020, Trane Technologies and is now listed on the New York Stock Exchange.

Trane's History with Cooperative Contracting

Trane has been participating in regional and national public sector cooperative purchasing contracts since 1998. Originally managed through the Hunton Trane office, the first contract was awarded from TCPN (Texas Cooperative Purchasing Network) and ESC Region 4 and lasted until 2002. At that time, Trane U.S. was awarded a second contract from TCPN and ESC Region 4. These contracts were awarded based on best value and included all the products and services available from the Company at that time. Beginning in 2005, Trane was awarded our third contract from TCPN (Contract R4668) and was in effect thru 2010. Beginning in 2010, Trane was awarded our fourth contract from TCPN (R5045) which ran a total of 7 years in duration. Finally, in 2015, Trane was given another contract under TCPN (R150502) which lasted until 2019. For over 20 years, Trane was a vendor in good standing with TCPN and provided exceptional value and services to agencies piggybacking onto the contracts.

In 2015, Trane also began a relations with Harford County Public Schools and U.S. Communities with the award of 15-JLP-023. This contract ran in parallel with the TCPN award but was deemed the primary contract for use in North America. This contract was applicable in all 50 states and pertained to both the Company owned and independent commercial franchise offices. This

contract was fully executed thru it's 7-year potential months. In this time, Trane has seen exceptional year over year growth, delivering value to agencies utilizing the contract.

Trane was also awarded and Energy Services Contract from the Port of Portland and U.S. Communities. This contract, #1153, was initially awarded in 2017 and will run through 2023. At that time, the Port of Portland has the option to extend this contract for an additional five-years. Under this contract, agencies have the ability to secure Energy Services or Performance Contracting from Trane, improving their facility operational costs and savings.

Trane has demonstrated our ability to perform in the public sector markets using public procurement contracts similar to this RFP. We are anxious to help agencies achieve the same results utilizing the contract under Racine County.

- B. Total number and location of salespersons and/or project managers employed by Vendor to help support Participating Public Agencies. See table below.
- C. Number and location of support centers (if applicable) and location of corporate office.
Trane's Corporate Office is located at 800-E Beaty Street, Davidson, NC 28036. See table below for support center numbers/locations.

Trane Region/ Franchise	Salespersons	Project Managers	Number of Support Centers	
			Project/Sales Offices	Trane Supply Stores
Florida Region	106	38	8	19
Great Lakes Region	119	43	11	18
Greater Northeast Region	185	51	14	22
Kentucky/Indiana Region	29	23	3	6
Mid-America Region	117	51	11	14
Mid-Atlantic Region	92	30	6	10
Pacific NW/Rocky Mtn Region	86	31	10	12
Pacific SW/AZ/HI	116	43	11	18
Southeast Region	179	55	15	24
Southern Atlantic Region	113	53	10	17
Texas/N LA Region	120	40	8	14
Upper Midwest Region	91	27	7	16
Armacost Trane Franchise, MT	4	1	2	2
Boland Trane Franchise, MD	50	13	2	2
Brady Trane Franchise, NC	41	12	3	6

Damuth Trane Franchise, VA	24	15	Meeting Date: 05/14/2024 Item #11.	
Hunton Trane Franchise, Houston, TX	87		4	1
Pacific Coast Trane Franchise, CA	28	4	2	1
Seiberlich Trane Franchise, DE	11	10	3	1

D. Annual sales for the three previous fiscal years.

2019: \$4.414B

2020: \$4.408B

2021: \$4.722B

- a. Submit FEIN and Dunn & Bradstreet report.

Trane U.S. Inc. FEIN number is 25-0900465. A Dunn & Bradstreet report is provided as Attachment A.

E. Describe any green or environmental initiatives or policies. Trane’s Gigaton challenge, LEED buildings, etc.

The Gigaton Challenge is Trane’s commitment to eliminate one billion metric tons of CO2e from our customers’ footprint by 2030. We lead by example and are committed to carbon-neutral operations and zero waste to landfills by 2030 and pledging to give back more water than used in water-stressed areas. Trane achieved our first set of science-based targets in 2018—two years early—and set bold new commitments for 2030. Our emissions reduction commitments align with the Paris Climate Accord net-zero targets consistent with limiting global temperature rise to no more than 1.5°C.

Energy Star Certification Trane’s team includes a wide range of support services that help our customers project energy savings and sustainability successes. Our customers have access to Trane’s internal resources for marketing, website development, living learning labs, energy accreditation programs, and grant or report preparation.

- **Marketing & Promotion of Energy Programs:** Trane has dedicated Public Relations resources to support our customer projects with press releases, media outreach, awards, and speaking engagements.
- **Application for an ENERGY STAR Label & LEED Certification:** Trane is actively involved with the Energy Star initiative and has helped customers achieve Energy Star status for their facilities. Trane also supports LEED initiatives and employs over 1,100 LEED Accredited Professionals companywide.
- **Calculation & Reporting of Emissions Reductions:** TRACE™® 700

software provides energy modeling of facilities. Environmental Impact Analysis designating CO₂, SO₂, and NO_x impact on the environment. Active monitoring through TIS offerings will allow Trane to identify potential operational adjustments or new energy savings opportunities.

Trane's LEED Certified Facilities

Trane has been involved in hundreds of projects to help clients with LEED certification. Our corporate sustainability commitment has led us to LEED certification standards at several of our sites around the world.

- Trane San Antonio District Office, San Antonio, TX – LEED CI 2.0 (Silver)
 - Trane Taicang Facility Building, Taicang, China – LEED NC 2.2 (Certified)
 - Trane Taicang Office Building, Taicang, China – LEED NC 2.2 (Gold)
 - Tozour Trane, King of Prussia, PA – LEED CI v2009 (Certified)
 - Trane Arkansas Sales Suite, Little Rock, AR – LEED CI 2.0 (Certified)
 - Trane 45 Earhart Drive, Buffalo, NY – LEED EB O&M (Certified)
 - Trane St. Paul, St. Paul, MN – LEED EB O&M (Gold)
- F. Describe any diversity programs or partners Vendor does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Diversity is a business imperative at Trane and ingrained in our core values. Trane's corporate-level Supplier Diversity Program includes qualified diverse-owned businesses includes both large and small minority, woman, veteran, disabled, gay, lesbian, bisexual, and transgender owned businesses. At the local level, Trane has implemented a New England United (NEU) Diversity and Inclusion (D&I) network for Trane employees to participate in and help drive change in and outside of the company. All team members proposed for this project participate in these programs. Trane's M/WBE outreach efforts include:

- Contacting M/WBE small business trade associations/business development organizations and using the Small Business Administration's (SBA) website to identify potential partners
- Attending local, regional, and national small and minority business trade shows, Industry Days, and procurement conferences.
- Requesting sources from the System for Award Management (www.sam.gov) Dynamic Small Business Search.
- Documenting flow-down requirements to all subcontractors for small businesses utilization to maximize participation when practical
- Pledged commitment to inclusive sourcing through WEConnect International

G. Indicate if Vendor holds any of the below certifications in _____ and include proof of such certification in the response:

a. Minority Women Business Enterprise

Yes No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Yes No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

Yes No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

Yes No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

Yes No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

Trane will work directly with public agencies, as required, to determine the diversity spend required for each purchase. Once established, Trane will partner with agency approved local sub-contractors and ensure diversity requirements are met. Trane will report diversity spend as required. At the project level, Trane does the following to promote Small Business Participation:

- Trane will break out contract work requirements into economically feasible units, as appropriate, to facilitate small business participation.
- Trane will conduct market research to identify subcontractors and suppliers through all reasonable means, such as performing online searches on the certified lists and holding pre-bid conferences.
- Trane will provide interested businesses with adequate and timely information about the plans, specifications, and requirements for performance of the prime contract to assist them in submitting a timely offer for the subcontract.
- Trane will direct businesses that need additional assistance to various state and county programs which assists in obtaining bonding, lines of credit, required insurance, necessary equipment, supplies, materials, or

services.

- Trane will solicit small business concerns as early in the acquisition process as practicable to allow them sufficient time to submit a timely offer for the subcontract.
- Trane will utilize the available services of small business associations; local, state, and federal small business assistance offices, and other organizations to encourage small business entities to certify and register with the state and local governments.
- Trane will participate in the formal mentor-protégé program with one or more small business protégés that results in developmental assistance to the protégé(s).
- Trane will advertise subcontracting opportunities in local newspapers.
- Trane will advertise subcontracting opportunities by sending emails to small business concerns local to that particular jobsite.
- Trane will keep the playing field level, allowing all bidders reasonable time to respond and providing the same information to all prospective subcontractors.

I. Describe how Vendor differentiates itself from its competitors.

Trane's experience with cooperative contracting began in 1998 with the Region 4 ESC (Formerly TCPN) contract. In 2015, we were selected to provide products/services under the Harford County Public Schools and U.S. Communities Contract (15-JLP-023) and have executed work under this contract through the seven-year term plus an additional six months. In 2017, Trane secured the Port of Portland and U.S. Communities Contract. Trane® has been a qualified DOE ESCO since 1999 and has completed complex Energy Savings Performance Contracts (ESPC) for the Federal Government. An ESPC is a proven, cash flow neutral financing mechanism that pays for facility improvements that can be paid back over time based on future utility bill saving. Trane's Core Products – HVAC Equipment and Controls – drive one-third of total ESPC savings. Trane's incident (OSHA) rates are consistently 67-86% below the industry average and our current Experience Modification Rate (EMR) is 0.61. Trane has leveraged this experience to deliver dozens of ESPC projects under the Port of Portland contract.

Trane has the capacity to provide a wide range of services and products to support agencies across the country. Our 100-year history as a trusted provider of superior products and services and has resulted in a robust national infrastructure. Our project offices are staffed with factory-trained service technicians that provide operational oversight, O&M, service-repair, and installation support. Trane stocks service-repair parts (over 20,000 SKUs per location), equipment, and supplies right in our customer's communities. We also have established relationships with local designers, suppliers, and subcontractors—including small/disadvantaged businesses. Trane has booked

\$1.4B+ under our Harford and Port of Portland OMNIA and has delivered services and products in 43 states.

Trane has a global network of offices and service/parts locations to deliver services. This offers the following advantages:

- Robust supply chain to sustain operations and rapidly restore service during emergencies
- 2,750 community-based, factory-trained service technicians provide local operational oversight, O&M, service-repair, and installation support
- Established relationships with local designers, suppliers, and subcontractors—including small/disadvantaged businesses
- Reduced travel and lodging costs to save agencies and taxpayers money

As one of the world's largest manufacturers/integrators of energy efficient HVAC equipment and Building Automation Systems (BAS)/Energy Management Control Systems (EMCS), Trane has the technical expertise to optimize energy efficiency, peak demand, and renewable power generation in public facilities. We build, test, certify, implement, and service best-in-class equipment with optimized full and part-load efficiency.

Trane is also a vendor neutral company, and we manage, install, commission, and service other manufacturer's systems. Trane provides BAS/EMCS system integration through both open (i.e. BACnet, LON, Modbus) and proprietary control protocols. We leverage our controls expertise to connect the resilient systems that modern sites rely on.

Trane® has been a qualified DOE ESCO since 1999 and [has completed complex Energy Savings Performance Contracts for the Federal Government](#). Through these efforts, we have developed repeatable, best practice processes. In addition, Trane's Core Products – HVAC Equipment and Controls – drive one-third of total ESPC savings¹

- J. Describe any present or past litigation, bankruptcy or reorganization involving Vendor.

Trane U.S. Inc. is a multi-billion-dollar company and enters hundreds of transactions on an annual basis and, as such, become involved in claims and disputes that arise in the ordinary course of its businesses. As a large company, claims and suits are numerous as many claimants are hoping to tap the deep pockets of a large company. Many of these are unwarranted claims which often result in dismissal. Company-wide compiled data of this scope is not readily

¹ Data extrapolated from: Slattery, T. (2017). Reported Energy and Cost Savings from the Federal DOE ESPC Program: FY 2015 (ORNL/TM -2017/18).

available, and this information cannot be accurately extensive and burdensome research. It is the policy of our company to settle claims and disputes amicably and to the satisfaction of our customers. Due to the large volume and because information related to settlements are confidential, we are unable to disclose detailed information on all litigation and claim matters. However, no such dispute or litigation is likely or expected to adversely affect Trane U.S. Inc.'s ability to perform hereunder. Trane has not been involved in a bankruptcy. Trane U.S. Inc. was recently re-formed due to reorganization under Trane Technologies, a \$14B company. Although originally established in 1929, our new date of incorporation is May 1, 2020, in Delaware.

- K. Felony Conviction Notice: Indicate if the Vendor
- a. ~~is a publicly held corporation and this reporting requirement is not applicable;~~
 - b. is not owned or operated by anyone who has been convicted of a felony; or
 - c. ~~is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.~~
- L. Describe any debarment or suspension actions taken against Vendor
Not applicable

3.2 Distribution, Logistics

- A. Each offeror awarded under this IFB may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by Vendor.
- See the "Product Information Matrix" for the full line of products and services offered by Trane.
- B. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.
- Trane's regional sales representatives are located in our 124 Project/Sales offices across the country. Trane has pricing forms that are used for OMNIA projects and support the Master Agreement. We will provide pricing validation forms to verify pricing upon request.
- C. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- Trane utilizes multiple carriers/modes across North America (and beyond) in the process of moving product from our plants and warehouses/distribution centers to our customers. We partner with carriers who meet our requirements and/or industry standards for quality and service performance.

Carrier specifics vary by mode, origin/destination points, requirements.

- D. Provide the number, size and location of Vendor's distribution or other operations facilities, warehouses, and/or retail network as applicable.

Trane services products from our 124 sales/project offices and distributes through our 205 parts/supply locations, 6 express warehouses, and 11 manufacturing plant sites.

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as Vendor's primary go to market strategy for Public Agencies to Vendor's teams nationwide, to include, but not limited to:
- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - ii. Training and education of Vendor's national sales force with participation from the Vendor's executive leadership, along with the OMNIA Partners team within first 90 days

The Trane offices have been associated with a national cooperative since it's inception and are intimately involved with a contract that encompasses HVAC equipment and services. Trane has a Cooperative Contracting Team dedicated to Sales and Marketing. This team drives marketing and sales messaging throughout North America and Canada and educates our sales teams with cooperative purchasing positioning. Our detailed plan for the first 90 days includes:

- Announcement in our quarterly Omnia newsletter, which is distributed to over 750 Trane employees and affiliates.
- Announcement on the Trane Commercial internal portal
- We will add information to the Trane Technologies Omnia Hub page where we place important documentation such as due diligence items, pricing, Power Points, contract award letters, newsletters and any pertinent information relevant to the topic.
- Our Omnia program managers will meet with individual sales offices, helping them to understand cooperative markets, targeted sales strategies and presenting the Trane story to the marketplace.
- Conduct regional workshops designed to promote the cooperative contracts, legal statutes, product and services pricing methodology, marketing tools and other topics designed to promote the contract(s). All training will be recorded and posted on our intranet site. The training will focus on educating our sales force on what types of customers can use the contract, the benefits of the contract to Trane and the customer, pricing,

and will ensure our sales teams are educated on how compliance with OMNIA Partners rules.

- One-on-one office visits
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Vendor, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
- i. Creation and distribution of a co-branded press release to trade publications
 - ii. Announcement, Master Agreement details and contact information published on the Vendor's website within first 90 days
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner Vendors. Booth space will be purchased and staffed by Vendor. In addition, Vendor commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
 - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - viii. Dedicated OMNIA Partners internet web-based homepage on Vendor's website with:
 - OMNIA Partners standard logo;
 - Copy of original Invitation to Bid;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Vendor;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online

registration page;

- A dedicated toll-free number and email address for OMNIA Partners

Trane will partner with OMNIA Partners to ensure Participating Agencies and our customers are aware of the awarded contract through multiple marketing and communication campaigns. Trane's 90 plan to market the Master Agreement to participating public agencies will include:

- An email to over 80,000 direct customer contacts that receive Trane E-mail communications
- A co-branded press release within first 30 days-this would be both internal to Trane and sent to national publications and targeted industry publications
- Announcement of award through all applicable social media sites; these include Trane's Facebook presence, Trane Twitter presence and Trane's LinkedIn presence
- Direct mail campaigns
- Co-branded collateral pieces
- Advertisement of contract in regional or national publications
- Participation in trade shows
- Dedicated Omnia internet web-based homepage with:
 - Omnia Logo
 - Link to Omnia website
 - Summary of contract and services offered
 - Due Diligence Documents including a copy of solicitation, copy of contract and any amendments, marketing materials

Co-developing a case study and pursue article placements with key publications

- C. Describe how Vendor will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Vendor holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Trane uses the software application Salesforce to manage sales pursuit. For every customer that is eligible for OMNIA Partners pricing, we will notate the eligibility in Salesforce. Upon renewal of existing services, the account owner is then able to offer OMNIA Partners pricing to the customer, except in cases where the customer decides to put the job up for bid. Trane intends to position OMNIA Partners as a top tier cooperative partner.

- D. Acknowledge Vendor agrees to provide its logo(s) to OMNIA Partners and

agrees to provide permission for reproduction of such communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

Trane will provide its logo to OMNIA Partners and agrees to permit reproduction of the logo in marketing communications and promotions. We understand that use of the OMNIA Partners logo requires permission for reproduction.

- E. Confirm Vendor will be proactive in direct sales of Vendor's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Vendor's sales initiatives should communicate:
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive

As stated in our marketing plan, Trane can confirm these requirements will be met.

- F. Confirm Vendor will train its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
 - iv. Knowledge of benefits of the use of cooperative contracts

As stated in our marketing plan, Trane can confirm these requirements will be met.

- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
- i. Executive Support:
Greg Spencer, gsspencer@trane.com, 469-442-6055
 - ii. Marketing:
Greg Spencer, gsspencer@trane.com, 469-442-6055
 - iii. Sales:
Greg Spencer, gsspencer@trane.com, 469-442-6055

- iv. Sales Support:
 - Chris Teller, cteller@trane.com, 917-440-2808
 - Jeremy Lee, Jeremy.lee@trane.com, 913-599-4664
 - Tina Bossen, tina.bossen@trane.com, 480-490-4502
 - v. Financial Reporting:
 - Amanda Dawson, Amanda.dawson@trane.com, 832-551-7999
 - vi. Accounts Payable:
 - Amanda Dawson, Amanda.dawson@trane.com, 832-551-7999
 - vii. Contracts:
 - Greg Spencer, gsspencer@trane.com, 469-442-6055
- H. Describe in detail how Vendor's national sales force personnel and/or project managers are structured, including contact information for the highest-level executive in charge of the sales and/or project management team. Trane has a dedicated Strategic Programs team that drives the use of cooperatives for sales. Leading the group is Aaron Tanck, Director of Strategic Programs. Aaron oversees Greg Spencer, our Cooperative Program Manager. Aaron reports to Amber Mulligan, Vice President, Strategic Sales, who is the highest-level executive in charge of sales for Cooperative contracts. Amber.Mulligan@tranetechnologies, 910-233 -3594.
- I. Explain in detail how the sales or project management teams will work with the OMNIA Partners team to implement, grow and service the national program. Trane's Cooperatives team is dedicated to drives sales through our cooperative agreements. This team anticipates working with OMNIA Partners to promote the contract vehicle and provide efficient public service to our customers across the U.S. While we expect to do the majority of the marketing work through our marketing and sales departments, we hope OMNIA Partners can assist with launching our internal training program and occasionally fielding questions from our field teams as they are trained and mobilized. We also hope OMNIA Partners will be able to support us with new opportunities, such as new member sign-up and answering compliance questions.
- I. Explain in detail how Vendor will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.contract administration, etc.

Our OMNIA Partners marketing plan includes a coordinated effort between Trane and OMNIA Partners. We will continue to market the OMNIA Partners program both internally and externally via training, corporate SharePoint site, customer meetings, marketing materials, and tradeshow. All marketing materials will be available in hard copy and electronic format. Our Strategic

Program Leader, Greg Spencer, will continue to oversee growth throughout the term of the Master Agreement.

- J. State the amount of Vendor’s Public Agency sales for the previous fiscal year. Provide a list of Vendor’s top 3 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Trane’s Public Agency sales under the OMNIA agreement for 2021 was \$368.4M. Our top three Public Agency customers/total bookings for 2021 are as follows:

Customer Name	Total Bookings for 2021	Key Contact
Roanoke City Public Schools	\$20,601,056.80	Jeff Shawver – Chief of Physical Plants Phone: 540-853-6306
Berwick Area School District	\$20,300,560.00	Brent Crispell – Director of Building and Grounds
Hall County Board of Commissioners	\$9,696,634.20	Phone: 570-759-6400
Suffolk Public Schools	\$7,052,958.50	Brett Jockell – Superintendent and Director

- K. Describe Vendor’s information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Trane account managers use Trane Select Assist (previously known as TOPSS) to quote and provide technical information for equipment sales. Additionally, our greater sales organization uses multiple Oracle based internal programs to facilitate contracting, equipment (both OEM Trane and buysell), service, controls, and parts orders. Trane maintains a customer focused approach with Salesforce.

- L. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Vendor will guarantee projects each year under the Master Agreement for the initial three years of the Master Agreement (“Guaranteed Contract Sales”).

Trane projects, but does not guarantee, OMNIA contract sales during the first three years to be:
\$50M in year one (2022)

\$200M in year two (2023)
\$300M in year three (2024)

To the extent Vendor guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Current supply chain environments will have an impact on these projections in addition to inflationary pressures, funding mechanisms, etc.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Vendor may respond with lower pricing through the Master Agreement. If Vendor is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple bid and/or proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional bid/proposal.

Detail Vendor's strategies under these options when responding to a solicitation.

Trane, Inc. U.S. continues to offer competitive pricing to the public sector per the cooperative contract guidelines. Currently, these pertain to the Harford County Public Schools Contract 15-JLP-023 and the Port of Portland contract # 1153. Trane has established a strict process to assure agencies receive the correct pricing for the specific contract. This begins with assigning a specific cooperative quote number that identifies the agency as well as project being addressed. The process then dictates that the pricing follow strict contract guidelines including list price discounts for equipment, set hourly rates by trade for labor solutions and fixed mark-up guidelines for non-Trane materials being furnished to meet the project's scope. A combination of these assure that the agency is being provided the correct price for the specified scope of work.



TRANE

TRANE
TECHNOLOGIES

Exhibit A

Dun and Bradstreet Report

LIVE REPORT

TRANE U.S. INC.
 Tradestyle(s):(SUBSIDIARY OF TRANE INC., PISCATAWAY, NJ) 1

ACTIVE **HEADQUARTERS**

D-U-N-S **00-134-4621**
Number:
Phone: **+1 704 655 4000**

Address: 800-e Beaty St, Davidson, NC, 28036, United States Of America
Web: www.trane.com
Endorsement: Kevin.Celestine@tranetechnologies.com
Exclude from Portfolio Insight:

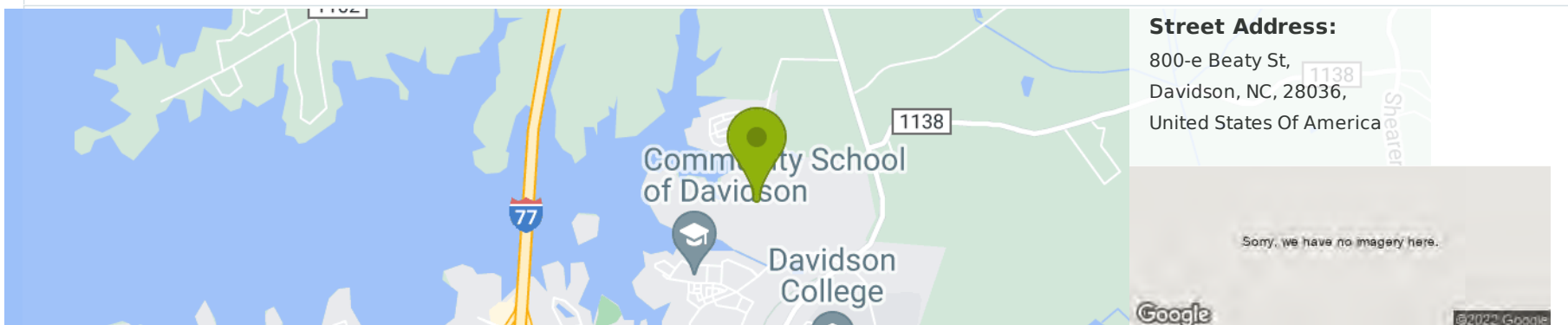
Summary

KEY DATA ELEMENTS (Formerly: SCORE BAR)

KDE Name	Current Status	Details
PAYDEX®	71	14 days beyond terms
Delinquency Score	60	Moderate Risk of severe payment delinquency.
Failure Score	2	Moderate to High Risk of severe financial stress.
D&B Viability Rating	4 5 B Z	View More Details
Bankruptcy Found	N	
D&B Rating	--	Unavailable.

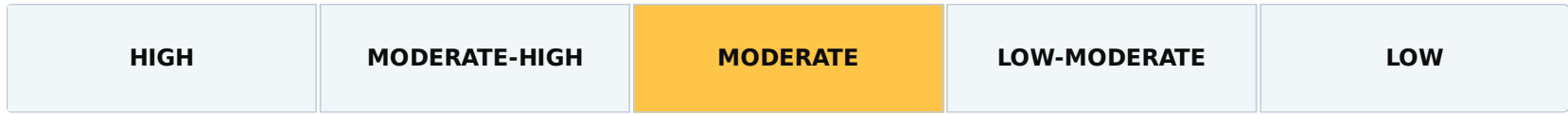
COMPANY PROFILE ⓘ

D-U-N-S 00-134-4621	Mailing Address PO Box 6820 Piscataway, NJ, 08855, UNITED STATES	Employees 6,500
Legal Form Corporation (US)	Telephone +1 704 655 4000	Age (Year Started) 93 Years (1929)
History Record Clear	Website www.trane.com	Named Principal Dave Regnery, CEO
Date Incorporated 03/26/1929	Present Control Succeeded 1929	Line of Business Mfg refrigeration/heating equipment
State of Incorporation DELAWARE		SIC 35850101
Ownership Not publicly traded		NAICS 333415



OVERALL BUSINESS RISK ⓘ

Dun & Bradstreet thinks...



Overall assessment of this organization over the next 12 months:	Some-Financial-Stress-Concerns
Based on the predicted risk of business discontinuation:	Moderately-Higher-Than-Average-Risk-Of-Financial-Stress
Based on the predicted risk of severely delinquent payments:	Moderate Potential For Severely Delinquent Payments

D&B MAX CREDIT RECOMMENDATION

MAXIMUM CREDIT RECOMMENDATION

US\$ 2,000,000

The recommended limit is based on a moderately high probability of severe delinquency or business failure.

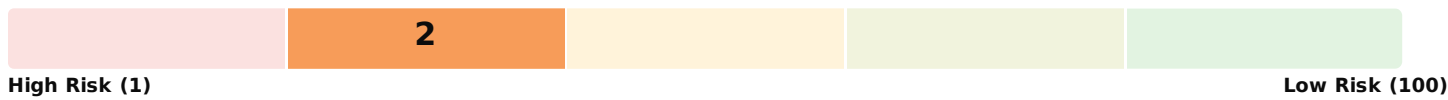
FAILURE SCORE (Formerly Financial Stress Score)

Company's Risk Level

MODERATE-HIGH

Probability of failure over the next 12 months

2.29 %



Past 12 Months

Low Risk

High Risk

DELINQUENCY SCORE (Formerly Commercial Credit Score)

Company's Risk Level

MODERATE

Probability of delinquency over the next 12 months

4.75 %



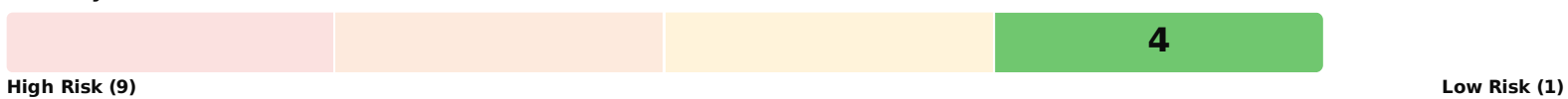
Past 12 Months

Low Risk

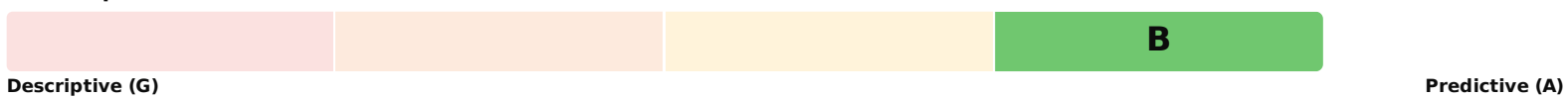
High Risk

VIABILITY RATING SUMMARY

Viability Score



Data Depth Indicator



Portfolio Comparison



Financial Data Unavailable

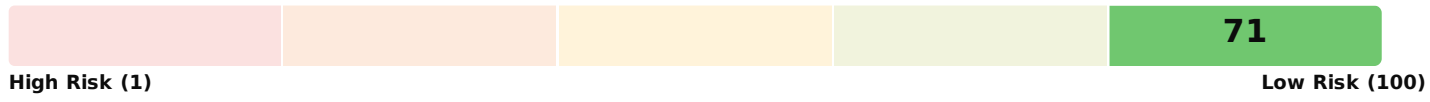
Trade Payments

Company Size

Years in Business

-

D&B PAYDEX®



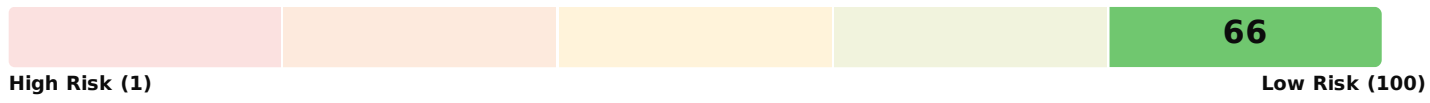
14 days beyond terms

Past 24 Months

Low Risk

High Risk

D&B PAYDEX - 3 MONTHS



19 days beyond terms

PAYDEX® TREND CHART

△ This Company ▭ Industry Benchmark

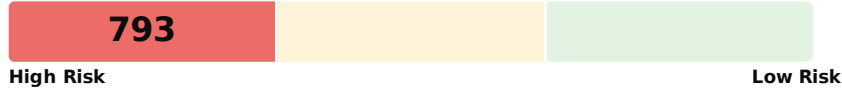
SBRI ORIGINATION

SBRI Origination Card Score



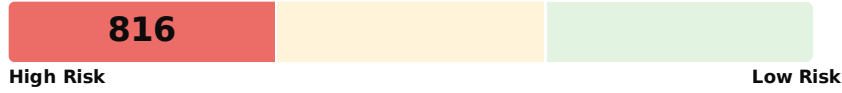
Moderate Risk of serious delinquency over the next 12 months

SBRI Origination Lease Score



High Risk of serious delinquency over the next 12 months

SBRI Origination Loan Score



High Risk of serious delinquency over the next 12 months

D&B SBFE SCORE



No D&B SBFE Score data is currently available.

D&B RATING

Special Rating

-- : Undetermined

Current Rating as of 11/05/2009

FRAUD RISK SCORE INFORMATION



No Fraud Risk Score is Available

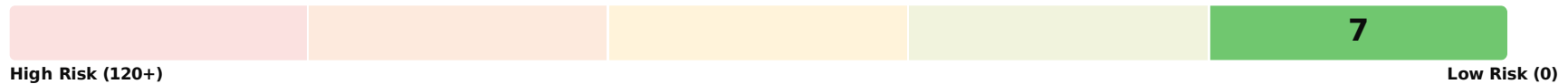
LEGAL EVENTS

Events	Occurrences	Last Filed
Bankruptcies	0	-
Judgements	1	10/27/2017
Liens	10	10/24/2020
Suits	7	03/16/2020
UCC	421	02/07/2022

DETAILED TRADE RISK INSIGHT™

Days Beyond Terms
7 Days

3 Months
From Apr-22 to Jun-22



Days Beyond Terms Past 3 months : 7

Low Risk:0 ; High Risk:120+

Dollar-weighted average of 353 payment experiences reported from 117 companies.

DETAILED TRADE RISK INSIGHT™ 13 MONTH TREND

Total Amount Current and Past Due -

FINANCIAL OVERVIEW - BALANCE SHEET



No Data Available

TRADE PAYMENTS

Highest Past Due:

700,000

**Highest Now
Owing**
4,000,000

**Total Trade
Experiences**
715

**Largest High
Credit**
8,000,000

FINANCIAL OVERVIEW - PROFIT AND LOSS



No Data Available

OWNERSHIP

Subsidiaries
11

Branches
276

Total Members
888

This company is a Headquarters, Parent, Subsidiary.

	Domestic Ultimate	Global Ultimate
Name	INGERSOLL-RAND US TRANE HOLDINGS CORPORATION	TRANE TECHNOLOGIES PUBLIC LIMITED COMPANY
Country	UNITED STATES	IRELAND
D-U-N-S	96-330-6712	98-503-3590
Others	-	-

FINANCIAL OVERVIEW - KEY BUSINESS RATIOS



No Data Available

ALERTS



There are no alerts for this D-U-N-S Number.

WEB & SOCIAL POWERED BY FIRSTRAIN



No Data Available

NOTES

Add Note



No notes is available for this D-U-N-S Number.

COUNTRY/REGIONAL INSIGHT



United States Of America

Consecutive hikes in the Fed Funds Rate through end-2022 to fight stubborn inflation threaten to slow growth and increase unemployment.

Risk Category



Available Reports

Country Insight Snapshot (CIS)

High-level view of a single country's cross-border risk exposure, with particular focus on the current political, commercial, and macroeconomic environments.

Country Insight Report (CIR)

In-depth analysis of the current risks and opportunities within a single country and its regional and global context.

STOCK PERFORMANCE

History

Daily High

52-Week High

Performance

P/E:

EPS:

Div/Yield

The scores and ratings included in this report are designed as a tool to assist the user in making their own credit related decisions, and should be used as part of a balanced and complete assessment relying on the knowledge and expertise of the reader, and where appropriate on other information sources. The score and rating models are developed using statistical analysis in order to generate a prediction of future events. Dun & Bradstreet monitors the performance of thousands of businesses in order to identify characteristics common to specific business events. These characteristics are weighted by significance to form rules within its models that identify other businesses with similar characteristics in order to provide a score or rating.

Dun & Bradstreet's scores and ratings are not a statement of what will happen, but an indication of what is more likely to happen based on previous experience. Though Dun & Bradstreet uses extensive procedures to maintain the quality of its information, Dun & Bradstreet cannot guarantee that it is accurate, complete or timely, and this may affect the included scores and ratings. Your use of this report is subject to applicable law, and to the terms of your agreement with Dun & Bradstreet.

Small Business Risk Insight

SBRI ORIGINATION LEASE SCORE

SBRI Origination Lease Score : 793

SBRI ORIGINATION CARD SCORE

SBRI Origination Lease Score : 860

SBRI ORIGINATION LOAN SCORE

SBRI Origination Loan Score : 816

KEY SBRI ATTRIBUTES

Total Balance 393,163.00		Total Open SBRI Accounts 249		Number Of Total Accounts Ever Cycle 2+ 80	
Credit Card Total Balance	20,526.00	Total Exposure	615,294.00	Time since most recent Cycle 2 on all accounts	1 Months
Lease Agreement Total Balance	232,608.00	Maximum Age of All Open Accounts	507.00 Months	Worst Delinquent All Accounts	
Loan Total Balance	140,029.00	Total Available Credit - Credit Card	215,656.00	Past 1-3 Months	Cycle 4
		Total Available Credit - Lines of Credit	16,500.00	Past 1-12 Months	Cycle 5

ACCOUNT SUMMARIES

Total Current Balance		562,268													
Total Past Due		183,966													
Total Past Due Cycle 1		38,930													
Total Past Due Cycle 2		28,233													
Total Past Due Cycle 3		14,209													
Total Past Due Cycle 4		4,748													
Total Past Due Cycle 5		97,844													
Total Charge Off Amount		49,732													

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
Term Loan		05/31/2022	07/31/2020			79,900	79,900	140,029	0	0	0	0	0		
Term Loan		08/31/2009	12/09/2003			5,091		140,029							7,563
Term Loan		05/31/2022	06/22/2020			52,900	52,900	140,029	0	0	0	0	0		
Term Loan		03/31/2015	04/29/2014		9	15,747	1,369	140,029	0	0	0	0	0	0	
Term Loan		03/31/2015	04/30/2014		9	14,500	1,262	140,029	0	0	0	0	0	0	
Term Loan		02/28/2015	02/28/2014		10	15,188	2,643	140,029	0	0	0	0	0	0	
Term Loan		11/30/2013	12/31/2012	11/30/2013		20,165	0	140,029	0	0	0	0	0	0	
Term Loan		07/31/2013	08/10/2009	07/31/2013		229,525	0	140,029	0	0	0	0	0	0	
Term Loan		06/30/2007	04/16/2007	05/09/2007		2,247	0	140,029	0	0	0	0	0	0	
Lease Agreement		09/30/2014	09/02/2010			53,770	2,409	385,779	2,409	0	2,409	0	0	0	
Lease Agreement		06/30/2013	09/25/2009			61,660	2,425	385,779	1,212	1,212	0	0	0	0	
Lease Agreement		06/30/2013	09/25/2009			39,988	1,978	385,779	989	989	0	0	0	0	
Lease Agreement		06/30/2013	09/25/2009			39,988	1,979	385,779	989	989	0	0	0	0	
Lease Agreement		06/30/2013	06/18/2009			10,295	254	385,779	254	0	0	254	0	0	
Lease Agreement		06/30/2013	06/18/2009			10,295	254	385,779	254	0	0	254	0	0	
Lease Agreement		04/14/2016	10/30/2012	02/01/2016	18	0	1,317	385,779	1,317	439	439	439	0	0	
Lease Agreement		04/14/2016	11/30/2012	12/10/2015	18	33	17	385,779	0	0	0	0	0	0	10

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
Lease Agreement		10/06/2015	05/10/2012	02/11/2015	18	716	0	385,779	0	0	0	0	0	0	
Lease Agreement		03/04/2015	07/10/2012		18	240	608	385,779	480	240	240	0	0	0	
Lease Agreement		01/08/2016	09/30/2012		18	240	19	385,779	0	0	0	0	0	0	
Lease Agreement		04/13/2016	09/30/2012		18	366	418	385,779	0	0	0	0	0	0	
Lease Agreement		01/08/2016	10/20/2012		18	67	163	385,779	0	0	0	0	0	0	
Lease Agreement		07/10/2015	09/10/2012	03/10/2016	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/18/2014	10/30/2012		18	1,554	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	06/10/2012	06/11/2014	18	0	32	385,779	0	0	0	0	0	0	
Lease Agreement		04/13/2016	03/30/2012		18	0	390	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	12/30/2011	01/02/2014	18	0	121	385,779	0	0	0	0	0	0	
Lease Agreement		07/16/2013	07/10/2012		18	79	537	385,779	237	79	79	79	0	0	
Lease Agreement		07/10/2015	12/10/2011	09/11/2013	18	2,554	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	12/20/2011	06/21/2015	18	0	5	385,779	0	0	0	0	0	0	
Lease Agreement		01/04/2014	06/20/2003	12/21/2011	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	12/20/2011	03/21/2016	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		01/04/2014	03/30/2007		18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	06/30/2012	06/18/2014	18	0	2,980	385,779	2,367	789	789	789	0	0	
Lease Agreement		02/13/2012	10/20/2006	04/09/2009	18	4,446		385,779							4,488
Lease Agreement		05/07/2015	05/10/2012	02/11/2016	18	0	405	385,779	70	35	35	0	0	0	
Lease Agreement		01/02/2013	10/10/2006	04/11/2011	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/13/2016	09/20/2011		18	354	1,113	385,779	708	177	177	177	177	0	
Lease Agreement		04/14/2016	06/10/2009	03/11/2013	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		01/08/2016	04/20/2011		18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2010	09/10/2005	06/11/2009	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		01/04/2014	04/20/2011	10/21/2015	18	513	410	385,779	0	0	0	0	0	0	
Lease Agreement		09/30/2009	09/10/2006	11/10/2009	18	0	231	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	07/10/2011	06/21/2015	18	92	0	385,779	0	0	0	0	0	0	
Lease Agreement		01/04/2014	06/30/2006		18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		01/08/2016	04/10/2011		18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		01/02/2013	06/10/2006	12/11/2010	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		11/12/2013	10/27/2010	10/23/2013	36	193,623	0	385,779	0	0	0	0	0	0	
Lease Agreement		02/13/2012	01/30/2006	08/01/2010	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	07/10/2011	02/02/2016	18	0	650	385,779	440	110	110	110	110	0	
Lease Agreement		12/03/2014	10/20/2005		18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2015	10/07/2010		56	6,955	617	385,779	96	96	0	0	0	0	
Lease Agreement		01/02/2013	07/10/2005	04/11/2011	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		10/01/2017	04/01/2008	01/09/2017	105	1,917	0	385,779	0	0	0	0	0	0	
Lease Agreement		02/13/2012	06/30/2005	01/01/2010	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2010	02/20/2001		0	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2010	01/10/2005	07/11/2009	18	207	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	07/20/2011	04/21/2013	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		01/04/2014	12/20/2008	12/21/2011	18	49	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2010	09/30/2010	01/01/2015	0	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2010	12/20/2004	12/21/2008	18	36	0	385,779	0	0	0	0	0	0	
Lease Agreement		10/14/2013	07/29/2010	09/24/2013	36	149,112	0	385,779	0	0	0	0	0	0	
Lease Agreement		02/13/2012	12/30/2004	01/02/2009	18	60		385,779							385
Lease Agreement		06/02/2022	10/08/2003	11/04/2010		54,808	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2010	12/30/2003	04/21/2009	18	0	397	385,779	136	136	0	0	0	0	
Lease Agreement		06/02/2022	08/12/2003	11/04/2010		95,868	0	385,779	0	0	0	0	0	0	
Lease Agreement		01/04/2014	01/20/2008		18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2010	03/17/2003	09/21/2010		278,861	65,183	385,779	60,169	0	0	0	0	0	60,169

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
Lease Agreement		02/28/2010	07/20/2003	01/21/2008	18	0	0	385,779	0	0	0	0	0	0	0
Lease Agreement		06/02/2022	05/17/2006	03/12/2010		9,765	0	385,779	0	0	0	0	0	0	0
Lease Agreement		07/16/2013	01/10/2007		18	0	0	385,779	0	0	0	0	0	0	0
Lease Agreement		10/03/2013	10/16/2006	09/22/2020	23	27,970	550	385,779	0	0	0	0	0	0	0
Lease Agreement		04/14/2016	12/10/2015		18	2,565	14	385,779	0	0	0	0	0	0	0
Lease Agreement		08/31/2009	01/20/2007	04/21/2011	18	828	33	385,779	0	0	0	0	0	0	0
Lease Agreement		06/02/2022	08/11/2003	01/14/2011		3,681	0	385,779	0	0	0	0	0	0	0
Lease Agreement		04/14/2016	12/10/2015		18	781	0	385,779	0	0	0	0	0	0	0
Lease Agreement		04/13/2016	01/10/2007	10/25/2011	18	0	387	385,779	92	92	0	0	0	0	0
Lease Agreement		06/02/2022	01/30/2009	05/17/2012		30,876	0	385,779	0	0	0	0	0	0	0
Lease Agreement		04/14/2016	10/20/2015		18	764	223	385,779	0	0	0	0	0	0	0
Lease Agreement		01/02/2013	04/20/2006	04/21/2011	18	0	0	385,779	0	0	0	0	0	0	0
Lease Agreement		06/30/2010	06/30/2003	02/02/2011		253,994	36,150	385,779	31,753	0	0	0	0	0	31,753
Lease Agreement		04/14/2016	09/30/2015		18	5,796	421	385,779	0	0	0	0	0	0	0
Lease Agreement		01/04/2014	09/10/2004	12/08/2010	18	0	0	385,779	0	0	0	0	0	0	0
Lease Agreement		06/30/2010	03/17/2003	07/21/2010		17,328	5,393	385,779	5,075	0	0	0	0	0	5,075
Lease Agreement		04/14/2016	01/10/2015		18	101	102	385,779	0	0	0	0	0	0	0
Lease Agreement		02/28/2010	04/10/2005	04/10/2008	18	0	179	385,779	0	0	0	0	0	0	0
Lease Agreement		04/14/2016	04/10/2011	05/21/2015	18	0	71	385,779	0	0	0	0	0	0	0
Lease Agreement		11/30/2020	10/30/2015		60	30,111	0	385,779	0	0	0	0	0	0	0
Lease Agreement		01/04/2014	12/10/2000	10/30/2003	18	0	240	385,779	0	0	0	0	0	0	0
Lease Agreement		04/14/2016	12/10/2010	12/10/2013	18	0	130	385,779	41	41	0	0	0	0	0
Lease Agreement		04/14/2016	07/20/2015		18	60	98	385,779	0	0	0	0	0	0	0
Lease Agreement		01/02/2013	12/30/2005	01/01/2011	18	1,860	0	385,779	0	0	0	0	0	0	0
Lease Agreement		08/10/2015	04/16/2010		21	7,437	0	385,779	0	0	0	0	0	0	0
Lease Agreement		02/11/2016	06/30/2015		18	3,903	0	385,779	0	0	0	0	0	0	0
Lease Agreement		01/02/2013	05/20/2006	11/14/2011	18	0	0	385,779	0	0	0	0	0	0	0
Lease Agreement		01/08/2016	07/20/2010		18	0	0	385,779	0	0	0	0	0	0	0
Lease Agreement		04/14/2016	06/10/2015		18	649	0	385,779	0	0	0	0	0	0	0
Lease Agreement		04/13/2016	09/30/2003	01/01/2006	18	1,344	0	385,779	0	0	0	0	0	0	0
Lease Agreement		04/14/2016	06/20/2015		18	944	230	385,779	118	118	0	0	0	0	0
Lease Agreement		11/30/2013	02/11/2010	03/17/2010	0	6,448	0	385,779	0	0	0	0	0	0	0
Lease Agreement		12/31/2010	11/30/1998	05/19/2009	18	0	1	385,779	0	0	0	0	0	0	0
Lease Agreement		07/10/2015	03/12/2010		21	6,480	0	385,779	0	0	0	0	0	0	0
Lease Agreement		11/15/2020	06/09/2015	10/22/2020	6	23,550	0	385,779	0	0	0	0	0	0	0
Lease Agreement		01/02/2013	04/10/2007	07/11/2011	18	0	0	385,779	0	0	0	0	0	0	0
Lease Agreement		02/11/2016	03/30/2010	07/01/2015	18	0	0	385,779	0	0	0	0	0	0	0
Lease Agreement		04/14/2016	03/10/2015		18	288	0	385,779	0	0	0	0	0	0	0
Lease Agreement		02/13/2012	11/30/2006	03/01/2010	18	0	0	385,779	0	0	0	0	0	0	0
Lease Agreement		04/13/2016	12/30/2009		18	0	0	385,779	0	0	0	0	0	0	0
Lease Agreement		10/06/2015	02/10/2015		18	4,256	0	385,779	0	0	0	0	0	0	0
Lease Agreement		07/11/2012	10/10/2008		18	693	0	385,779	0	0	0	0	0	0	0
Lease Agreement		08/11/2014	03/20/2010	06/21/2015	18	0	920	385,779	744	372	372	0	0	0	0
Lease Agreement		04/10/2015	12/30/2014		18	646	333	385,779	116	58	58	0	0	0	0
Lease Agreement		07/11/2012	11/10/2008		18	729	0	385,779	0	0	0	0	0	0	0
Lease Agreement		10/31/2011	12/01/2009	10/22/2011	18	642	0	385,779	0	0	0	0	0	0	0
Lease Agreement		04/14/2016	10/10/2014		18	550	195	385,779	0	0	0	0	0	0	0
Lease Agreement		07/11/2012	11/10/2008		18	690	0	385,779	0	0	0	0	0	0	0
Lease Agreement		09/16/2012	12/01/2009	07/12/2012	8	2,090	0	385,779	0	0	0	0	0	0	0
Lease Agreement		04/14/2016	10/20/2014		18	1,320	307	385,779	0	0	0	0	0	0	0
Lease Agreement		07/11/2012	10/10/2007		18	0	0	385,779	0	0	0	0	0	0	0
Lease Agreement		07/10/2015	07/30/2010		18	0	0	385,779	0	0	0	0	0	0	0

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
Lease Agreement		04/14/2016	07/10/2014		18	152	472	385,779	76	38	38	0	0	0	
Lease Agreement		02/28/2010	07/10/2004	10/11/2008	18	228	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/11/2014	10/10/2010	09/28/2015	18	0	1,936	385,779	1,936	484	484	484	484	0	
Lease Agreement		04/14/2016	07/20/2014		18	243	81	385,779	0	0	0	0	0	0	
Lease Agreement		02/28/2010	05/10/2004	11/11/2008	18	282	0	385,779	0	0	0	0	0	0	
Lease Agreement		01/08/2016	01/30/2010		18	0	136	385,779	136	136	0	0	0	0	
Lease Agreement		06/30/2006	04/16/2002			3,355	0	385,779	0	0	0	0	0	0	
Lease Agreement		02/28/2010	05/10/2004	11/11/2008	18	372	0	385,779	0	0	0	0	0	0	
Lease Agreement		05/31/2022	07/20/2021		1	2,570	2,570	385,779	0	0	0	0	0	0	
Lease Agreement		02/13/2012	01/10/2004	06/01/2009	18	0	36	385,779	0	0	0	0	0	0	
Lease Agreement		05/31/2022	09/20/2021		1	2,849	2,849	385,779	0	0	0	0	0	0	
Lease Agreement		12/03/2014	03/30/2008		18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2003	08/24/1998	09/24/2001		10,428	0	385,779	0	0	0	0	0	0	
Lease Agreement		05/31/2022	09/20/2021		1	799	799	385,779	0	0	0	0	0	0	
Lease Agreement		01/04/2014	02/10/2009		18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		11/30/2010	03/06/2000	09/12/2005	0	30,600	0	385,779	0	0	0	0	0	0	
Lease Agreement		05/31/2022	07/20/2021		1	711	7	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2010	10/10/2004	02/11/2009	18	0	29	385,779	0	0	0	0	0	0	
Lease Agreement		07/08/2008	06/26/2001			2,844	0	385,779	0	0	0	0	0	0	
Lease Agreement		05/31/2022	02/10/2020		7	2,841	2,841	385,779	0	0	0	0	0	0	
Lease Agreement		01/02/2013	03/20/2006	09/21/2011	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		05/31/2010	03/16/2007		15	28,080		385,779							21,059
Lease Agreement		05/31/2022	10/10/2020		4	371	371	385,779	0	0	0	0	0	0	
Lease Agreement		01/02/2013	07/10/2006	07/11/2011	18	0	10	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	03/20/2016		18	704	201	385,779	0	0	0	0	0	0	
Lease Agreement		05/31/2022	09/30/2020		8	1,271	1,271	385,779	0	0	0	0	0	0	
Lease Agreement		04/13/2016	01/30/2010	08/01/2011	18	435	870	385,779	870	435	435	0	0	0	
Lease Agreement		04/30/2019	06/24/2014		58	23,034	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2021	05/28/2020			52,208	0	385,779	0	0	0	0	0	0	
Lease Agreement		02/13/2012	07/30/2004	02/01/2010	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	06/10/2014	12/11/2015	18	219	0	385,779	0	0	0	0	0	0	
Lease Agreement		05/31/2022	03/30/2020		8	1,418	1,418	385,779	0	0	0	0	0	0	
Lease Agreement		01/08/2016	12/30/2006		18	0	8	385,779	0	0	0	0	0	0	
Lease Agreement		01/08/2016	06/30/2014		18	945	29	385,779	0	0	0	0	0	0	
Lease Agreement		03/31/2021	09/29/2020	03/26/2021	5	37,649	0	385,779	0	0	0	0	0	0	
Lease Agreement		01/04/2014	09/30/2006		18	0	20	385,779	0	0	0	0	0	0	
Lease Agreement		07/31/2019	06/24/2014		60	114,600	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2021	05/28/2020			20,122	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/30/2019	06/24/2014		58	46,516	0	385,779	0	0	0	0	0	0	
Lease Agreement		02/13/2012	07/30/2004	02/01/2010	18	0	50	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2021	05/28/2020			52,208	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/13/2016	07/10/2005	08/28/2009	18	0	60	385,779	60	30	30	0	0	0	
Lease Agreement		01/08/2016	04/30/2014		18	3,684	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2021	05/28/2020			20,122	0	385,779	0	0	0	0	0	0	
Lease Agreement		01/02/2013	03/30/2006	10/01/2011	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	03/30/2014		18	1,104	0	385,779	0	0	0	0	0	0	
Lease Agreement		05/31/2022	12/30/2018		9	64	64	385,779	0	0	0	0	0	0	
Lease Agreement		10/03/2011	10/20/2007	07/21/2011	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		07/10/2015	01/30/2014		18	153	0	385,779	0	0	0	0	0	0	
Lease Agreement		05/31/2022	10/31/2017		57	62,750	3,795	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	01/10/2010	01/11/2015	18	0	0	385,779	0	0	0	0	0	0	

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
Lease Agreement		04/14/2016	01/20/2014		18	1,620	298	385,779	0	0	0	0	0	0	
Lease Agreement		11/30/2021	06/30/2019		12	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		02/13/2012	07/10/2001	01/11/2010	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		09/03/2014	09/30/2013		18	703	0	385,779	0	0	0	0	0	0	
Lease Agreement		05/31/2022	10/20/2018		8	564	564	385,779	0	0	0	0	0	0	
Lease Agreement		01/04/2014	01/30/2005		18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	10/20/2013		18	56	108	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2021	10/20/2018		5	162	1	385,779	0	0	0	0	0	0	
Lease Agreement		02/28/2010	03/30/1986	01/02/2008	18	0	280	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	03/10/2013	12/11/2015	18	65	0	385,779	0	0	0	0	0	0	
Lease Agreement		09/30/2019	10/10/2011			0	0	385,779	0	0	0	0	0	0	
Lease Agreement		02/13/2012	01/20/2006	07/21/2010	18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/11/2014	08/30/2013		18	210	0	385,779	0	0	0	0	0	0	
Lease Agreement		09/30/2019	10/20/2015			1,694	1,694	385,779	1,270	0	0	423	0	847	
Lease Agreement		12/03/2014	05/30/2003	06/01/2004	18	20	0	385,779	0	0	0	0	0	0	
Lease Agreement		07/10/2015	09/10/2013	12/29/2015	18	5,664	78	385,779	0	0	0	0	0	0	
Lease Agreement		05/31/2022	01/30/2014		12	126	126	385,779	75	0	75	0	0	0	
Lease Agreement		01/31/2014	10/01/2009	01/29/2014	51	78,443	0	385,779	0	0	0	0	0	0	
Lease Agreement		01/04/2014	07/20/2009		18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		02/29/2020	12/30/2014			0	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/07/2007	05/24/2004	07/31/2007	13	15,319	0	385,779	0	0	0	0	0	0	
Lease Agreement		01/31/2015	06/27/2007	01/28/2015	88	19,517	650	385,779	0	0	0	0	0	0	
Lease Agreement		09/30/2019	03/30/2016			158	158	385,779	158	0	0	0	158	0	
Lease Agreement		11/05/2008	11/12/2001	10/31/2008		5,256	0	385,779	0	0	0	0	0	0	
Credit Cards		09/30/2013	08/14/2009	01/17/2014	12	3,000	563	36,460	0	0	0	0	0	0	
Lease Agreement		01/31/2015	04/05/2005	01/28/2015	115	33,310	1,214	385,779	0	0	0	0	0	0	
Lease Agreement		05/31/2019	12/30/2014		1	58	58	385,779	0	0	0	0	0	0	
Lease Agreement		02/29/2012	04/19/2006	02/13/2012	69	4,868	0	385,779	0	0	0	0	0	0	
Credit Cards		07/31/2009	05/02/1984	09/30/2007	0	2,500	0	36,460	0	0	0	0	0	0	
Lease Agreement		01/31/2014	06/29/2009	01/29/2014	54	78,548	0	385,779	0	0	0	0	0	0	
Lease Agreement		05/31/2019	12/10/2015		3	1,122	1,122	385,779	390	0	0	390	0	0	
Lease Agreement		11/26/2014	07/01/2013			25,900	0	385,779	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		01/31/2015	05/26/2006	01/28/2015	104	17,196	0	385,779	0	0	0	0	0	0	
Lease Agreement		01/31/2020	02/10/2015		3	266	2	385,779	0	0	0	0	0	0	
Lease Agreement		07/31/2010	08/01/2006		1	22,501	0	385,779	112	112	0	0	0	0	
Credit Cards		09/30/2013	05/13/2008	11/29/2009	12	7,500	0	36,460	0	0	0	0	0	0	5,723
Lease Agreement		02/28/2014	12/29/2009	02/11/2014	48	15,032	0	385,779	0	0	0	0	0	0	
Lease Agreement		09/30/2019	12/10/2015		1	924	9	385,779	0	0	0	0	0	0	
Lease Agreement		12/19/2006	07/26/2001	11/30/2006	5	24,417	387	385,779	0	0	0	0	0	0	
Credit Cards		02/28/2010	12/15/2003	01/20/2010	24	1,000	0	36,460	0	0	0	0	0	0	
Lease Agreement		04/14/2016	04/20/2013		18	1,452	693	385,779	0	0	0	0	0	0	
Lease Agreement		01/31/2003	02/25/2000			4,680	0	385,779	0	0	0	0	0	0	
Lease Agreement		10/29/2010	08/01/2006			7,657	0	385,779	0	0	0	0	0	0	
Credit Cards		11/30/2012	01/27/2010		0	2,459	669	36,460	0	0	0	0	0	0	
Lease Agreement		10/06/2015	05/10/2013		18	2,430	0	385,779	0	0	0	0	0	0	
Lease Agreement		10/31/2003	02/28/2000	07/31/2003		103,200	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2011	05/26/2006		61	17,196	0	385,779	0	0	0	0	0	0	
Credit Cards		12/31/2013	12/11/2001	08/19/2003	0	5,000	0	36,460	0	0	0	0	0	0	263
Lease Agreement		10/06/2015	05/10/2013		18	2,313	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/31/2005	08/01/2003	05/03/2005	3	53,266	0	385,779	0	0	0	0	0	0	
Lease Agreement		11/02/2011	05/15/2006	08/17/2009	16	3,245	0	385,779	0	0	0	0	0	0	
Credit Cards		12/31/2013	12/11/2001	08/19/2003	0	1,000	0	36,460	0	0	0	0	0	0	
Lease Agreement		10/06/2015	05/10/2013		18	2,295	0	385,779	0	0	0	0	0	0	

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
Lease Agreement		11/30/2010	01/01/2010			47,297		385,779	0	0	0	0	0		
Credit Cards		05/31/2022	06/09/2000	11/16/2006	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		08/11/2015	01/10/2013		18	419	0	385,779	0	0	0	0	0		
Credit Cards		05/31/2022	08/27/1999	11/16/2006	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		11/30/2016	10/01/2014		20	5,030	0	385,779	0	0	0	0	0		
Lease Agreement		02/28/2017	02/01/2014		25	33,658	0	385,779	0	0	0	0	0		
Lease Agreement		10/31/2016	07/01/2014			7,834	0	385,779	0	0	0	0	0		
Lease Agreement		04/10/2015	12/30/2012	04/01/2016	18	0	389	385,779	0	0	0	0	0	0	
Lease Agreement		04/28/2017	02/01/2014			77,527	0	385,779	0	0	0	0	0		
Lease Agreement		04/28/2017	01/01/2015			3,882	0	385,779	0	0	0	0	0		
Lease Agreement		04/14/2016	04/30/2010	06/16/2014	18	3,750	0	385,779	0	0	0	0	0	0	3,229
Lease Agreement		04/13/2016	12/30/2012		18	277	260	385,779	0	0	0	0	0	0	
Lease Agreement		10/29/2010	02/01/2009			70,945		385,779	0	0	0	0	0		
Lease Agreement		03/31/2011	04/01/2010		1	4,181		385,779	0	0	0	0	0		
Lease Agreement		11/30/2007	11/14/2003	11/21/2007	15	4,695	0	385,779	0	0	0	0	0	0	
Lease Agreement		02/28/2015	12/31/2010			45,811	865	385,779	865	865	0	0	0	0	
Lease Agreement		08/31/2007	01/01/2001			59,079	0	385,779	0	0	0	0	0		
Lease Agreement		03/31/2011	04/01/2010			82,965		385,779	0	0	0	0	0		
Lease Agreement		10/29/2010	04/01/2004		1	30,844		385,779	0	0	0	0	0		
Lease Agreement		10/31/2013	03/25/2010	10/31/2013		33,667	0	385,779	0	0	0	0	0	0	
Lease Agreement		07/31/2010	10/01/2007		1	9,106		385,779	0	0	0	0	0		
Lease Agreement		03/01/2012	11/30/1997	08/28/1998		2,340		385,779	0	0	0	0	0		1,645
Lease Agreement		04/30/2010	10/01/2004			14,101		385,779	2,634	333	335	333	1,632		
Lease Agreement		06/30/2013	09/25/2009			24,184	1,044	385,779	522	522	0	0	0	0	
Lease Agreement		07/31/2010	10/01/2007		1	9,798		385,779	0	0	0	0	0		
Lease Agreement		02/28/2010	02/24/2005	02/19/2010	60	14,515	1,045	385,779	0	0	0	0	0		
Lease Agreement		05/31/2011	10/14/2004	03/09/2011	29	2,631		385,779	0	0	0	0	0		
Lease Agreement		06/30/2013	06/18/2009			10,295	254	385,779	254	0	0	254	0	0	
Lease Agreement		11/30/2016	12/01/2014			37,243	0	385,779	0	0	0	0	0		
Lease Agreement		08/31/2012	12/05/2007	08/31/2012	1	2,576	0	385,779	0	0	0	0	0		
Lease Agreement		12/01/2011	08/27/2004	09/27/2011		45,720		385,779	0	0	0	0	0		
Lease Agreement		09/30/2014	09/01/2010			41,225	1,570	385,779	1,570	1,570	0	0	0	0	
Lease Agreement		09/30/2005	04/01/2004	07/04/2005	1	4,402		385,779	0	0	0	0	0		
Lease Agreement		12/31/2011	08/26/2000	12/05/2011	133	20,179	22	385,779	0	0	0	0	0	0	
Lease Agreement		10/29/2010	10/01/2004		1	128,916		385,779	0	0	0	0	0		
Lease Agreement		07/31/2014	07/02/2010			48,218	934	385,779	0	0	0	0	0	0	
Lease Agreement		02/28/2005	11/15/2000	08/22/2003		58,089	0	385,779	0	0	0	0	0		
Lease Agreement		06/30/2013	06/18/2009			10,295	254	385,779	254	0	0	254	0	0	
Lease Agreement		12/01/2011	07/15/2004	09/15/2011		45,720		385,779	0	0	0	0	0		
Lease Agreement		07/31/2014	07/02/2010			48,218	934	385,779	0	0	0	0	0	0	
Lease Agreement		07/15/2003	06/01/1998			3,155	0	385,779	0	0	0	0	0		
Lease Agreement		07/31/2007	08/26/2000		9	22,997	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2013	09/25/2009			41,430	1,971	385,779	985	985	0	0	0	0	
Lease Agreement		07/31/2007	02/17/2000	04/04/2001		18,915	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2013	09/25/2009			23,345	808	385,779	297	297	0	0	0	0	
Lease Agreement		08/31/2003	04/28/2003	07/29/2003	2	6,600	0	385,779	0	0	0	0	0		
Lease Agreement		06/30/2013	08/28/2009			24,304	526	385,779	526	526	0	0	0	0	
Lease Agreement		06/30/2013	06/18/2009			10,295	254	385,779	254	0	0	254	0	0	
Lease Agreement		01/31/2010	05/12/2003	10/20/2009		19,710		385,779	0	0	0	0	0		
Lease Agreement		03/31/2013	03/25/2008	03/31/2013		45,000	0	385,779	0	0	0	0	0	0	
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		20,700	0	385,779	0	0	0	0	0	0	
Lease Agreement		03/31/2013	02/08/2008	03/31/2013		16,900	0	385,779	0	0	0	0	0	0	

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
Lease Agreement		05/31/2005	05/15/2002			22,361	0	385,779	0	0	0	0	0	0	
Lease Agreement		02/28/2015	12/31/2010			45,811	865	385,779	865	865	0	0	0	0	
Credit Cards		09/30/2008	08/02/2000	02/17/2003	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		20,700	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2012	11/30/2007			32,500	575	385,779	0	0	0	0	0	0	
Lease Agreement		07/31/2006	05/29/2001	05/29/2006		24,042		385,779	0	0	0	0	0	0	
Lease Agreement		01/31/2015	12/31/2010			55,886	3,299	385,779	3,299	0	3,299	0	0	0	
Credit Cards		06/02/2008	03/03/1997	03/11/2003	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		20,700	0	385,779	0	0	0	0	0	0	
Lease Agreement		09/30/2014	09/01/2010			41,225	1,570	385,779	1,570	1,570	0	0	0	0	
Lease Agreement		10/31/2001	09/28/1998		24	23,533	0	385,779	0	0	0	0	0	0	0
Lease Agreement		12/31/2014	12/31/2010			49,438	3,746	385,779	1,873	0	1,873	0	0	0	
Credit Cards		06/02/2008	10/09/1996	10/10/2002	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		07/31/2010	04/01/2009		1	12,045		385,779	0	0	0	0	0	0	
Lease Agreement		05/31/2014	08/24/2010			19,754	495	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2002	07/30/1997	07/30/2002		17,100	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/31/2013	10/30/2009	08/31/2013		23,685	0	385,779	0	0	0	0	0	0	
Credit Cards		12/02/2015	08/01/2005	11/14/2014	4	6,200	0	36,460	0	0	0	0	0	0	
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		25,846	0	385,779	0	0	0	0	0	0	
Lease Agreement		07/31/2014	07/02/2010			39,668	754	385,779	0	0	0	0	0	0	
Lease Agreement		03/31/2005	03/27/2000	01/04/2005		33,372		385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2013	09/25/2009			26,303	1,144	385,779	572	572	0	0	0	0	
Credit Cards		03/31/2011	01/12/1991	03/12/2004		1	0	36,460	0	0	0	0	0	0	
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		25,846	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2013	09/25/2009			39,988	1,979	385,779	989	989	0	0	0	0	
Lease Agreement		04/30/2005	10/15/1999	10/15/2004		13,440		385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2013	09/21/2009			52,345	1,192	385,779	1,192	1,192	0	0	0	0	
Credit Cards		02/28/2009	10/02/2000	10/30/2006			0	36,460	0	0	0	0	0	0	
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		25,846	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2013	09/25/2009			23,225	1,017	385,779	508	508	0	0	0	0	
Lease Agreement		11/30/2003	07/06/1998	07/06/2001		5,652	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2013	06/18/2009			10,295	254	385,779	254	0	0	254	0	0	
Credit Cards		09/30/2019	08/25/2004				14,054	36,460	0	0	0	0	0	0	
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		20,743	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2013	09/25/2009			26,303	1,144	385,779	572	572	0	0	0	0	
Lease Agreement		06/30/2003	07/16/1998		1	5,640	0	385,779	0	0	0	0	0	0	
Credit Cards		09/30/2019	03/03/1980				1,105	36,460	0	0	0	0	0	0	
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		20,743	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2013	06/18/2009			10,295	254	385,779	254	0	0	254	0	0	
Credit Cards		06/30/2006	04/30/2006	02/25/2007	2	11,500	1,425	36,460	88	88	0	0	0	0	
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		20,743	0	385,779	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/12/2000	01/21/2008		6,750	0	36,460	0	0	0	0	0	0	
Lease Agreement		08/31/2014	07/19/2010			55,886	1,209	385,779	0	0	0	0	0	0	
Lease Agreement		08/31/2007	07/18/2002	07/18/2005		4,029		385,779	0	0	0	0	0	0	
Lease Agreement		07/31/2014	07/02/2010			48,218	934	385,779	0	0	0	0	0	0	
Lease Agreement		03/31/2015	12/31/2010	03/31/2015		55,886	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/31/2004	12/13/2000	12/15/2003		2,850	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/31/2014	07/02/2010			39,668	60	385,779	0	0	0	0	0	0	
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		20,743	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/31/2014	07/19/2010			55,886	1,209	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2003	12/27/2000	04/28/2003		12,434	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2013	09/25/2009			23,014	1,041	385,779	520	520	0	0	0	0	
Credit Cards		10/31/2008	04/06/2004	11/26/2008			494	36,460	87	20	0	20	47	0	
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		20,743	0	385,779	0	0	0	0	0	0	
Lease Agreement		07/31/2014	07/02/2010			39,668	754	385,779	0	0	0	0	0	0	

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
Lease Agreement		04/30/2007	07/01/2001	07/02/2004	27	12,312		385,779	0	0	0	0			
Lease Agreement		06/30/2013	06/18/2009			10,295	254	385,779	254	0	0	254	0	0	
Credit Cards		05/31/2022	06/27/2003	08/23/2011		0	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		20,743	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/31/2013	11/25/2009	08/31/2013		20,027	0	385,779	0	0	0	0	0	0	
Lease Agreement		02/28/2005	07/27/2000	02/27/2003	4	806		385,779	0	0	0	0			
Lease Agreement		11/30/2013	12/29/2008	11/30/2013		30,507	0	385,779	0	0	0	0	0	0	
Credit Cards		05/31/2022	05/17/2002	06/25/2008		0	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		20,743	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2013	09/25/2009			26,705	1,224	385,779	612	612	0	0	0	0	
Lease Agreement		01/31/2006	05/01/2001	10/20/2005	4	9,152		385,779	0	0	0	0			
Lease Agreement		03/31/2013	03/05/2008	03/31/2013		33,250	0	385,779	0	0	0	0	0	0	
Credit Cards		05/31/2022	05/15/2002	07/01/2008		0	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		18,915	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2013	12/27/2011	12/31/2013		87,370	0	385,779	0	0	0	0	0	0	
Lease Agreement		09/30/2005	07/28/2002	01/28/2005	19	1,119		385,779	0	0	0	0			
Lease Agreement		12/31/2014	12/31/2010			40,278	3,063	385,779	2,297	0	2,297	0	0	0	
Credit Cards		05/31/2022	05/14/2002	01/03/2010		15,000	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		18,915	0	385,779	0	0	0	0	0	0	
Lease Agreement		01/31/2015	12/31/2010			55,886	3,299	385,779	3,299	0	3,299	0	0	0	
Lease Agreement		12/31/2006	03/02/2002	03/02/2004		2,112		385,779	0	0	0	0			
Lease Agreement		08/31/2014	07/19/2010			55,886	1,209	385,779	0	0	0	0	0	0	
Credit Cards		05/31/2022	02/05/2002	01/21/2008		3,000	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		18,915	0	385,779	0	0	0	0	0	0	
Lease Agreement		02/28/2015	12/31/2010			55,886	1,099	385,779	1,099	1,099	0	0	0	0	
Lease Agreement		09/30/2004	12/17/1998	12/17/2001	4	3,096	0	385,779	0	0	0	0			
Lease Agreement		08/31/2014	07/19/2010			55,886	1,209	385,779	0	0	0	0	0	0	
Credit Cards		05/31/2022	10/09/2001	02/03/2005		0	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		18,915	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/31/2014	07/19/2010			55,886	1,209	385,779	0	0	0	0	0	0	
Lease Agreement		01/15/2002	01/05/1997		2	6,619	0	385,779	0	0	0	0	0	0	
Credit Cards		05/31/2022	02/23/2001	01/21/2008		20,000	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		18,915	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/31/2014	07/19/2010			55,886	1,209	385,779	0	0	0	0	0	0	
Credit Cards		05/31/2022	07/22/1999	02/01/2013		19,150	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		18,915	0	385,779	0	0	0	0	0	0	
Credit Cards		05/31/2022	02/01/1999	07/27/2007		0	0	36,460	0	0	0	0	0		
Term Loan		02/12/2009	05/17/2006			11,734	1,955	140,029	325	325	0	0	0	0	
Term Loan		10/08/2008	10/04/2005	09/30/2008	27	12,601	0	140,029	0	0	0	0	0	0	
Lines of Credit		01/10/2019	01/05/2018			1,000	0	0	0	0	0	0	0	0	
Lines of Credit		06/01/2022	03/27/2020			5,000	0	0	0	0	0	0	0	0	
Lines of Credit		06/01/2022	11/04/2021		5	5,000	0	0	0	0	0	0	0	0	
Lines of Credit		06/01/2022	11/15/2019			2,000	0	0	0	0	0	0	0	0	
Lines of Credit		12/31/2020	06/05/2019		2	2,500	0	0	0	0	0	0	0	0	
Lines of Credit		08/12/2016	08/19/2015			1,000	0	0	0	0	0	0	0	0	
Credit Cards		05/31/2022	12/01/2014		4	3,000	0	36,460	0	0	0	0	0	0	
Credit Cards		06/05/2022	03/31/2006			0	0	36,460	0	0	0	0	0	0	
Lease Agreement		09/25/2001	02/15/1995			16,315	0	385,779	0	0	0	0	0	0	
Lease Agreement		07/31/2014	07/02/2010			48,218	934	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2003	08/01/2000		18	5,121	0	385,779	0	0	0	0	0	0	
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		18,915	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2013	09/25/2009			39,988	1,978	385,779	989	989	0	0	0	0	
Lease Agreement		10/05/2001	10/01/1998		1	23,270	0	385,779	0	0	0	0	0	0	
Credit Cards		05/31/2022	12/01/1998	02/03/2008		30,000	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		18,915	0	385,779	0	0	0	0	0	0	

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
Lease Agreement		03/31/2022	10/04/2018		24	4,197	1,329	385,779	0	0	0	0	0		
Lease Agreement		10/05/2001	08/15/1998		3	5,060	0	385,779	0	0	0	0	0		
Credit Cards		05/31/2022	09/01/1998	01/21/2008		2,000	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		20,743	0	385,779	0	0	0	0	0	0	
Lease Agreement		05/31/2019	03/30/2014		1	66	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/06/2002	02/15/1999			17,352	0	385,779	0	0	0	0	0		
Credit Cards		05/31/2022	09/01/1998	12/02/2008		15,000	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		25,832	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/30/2019	10/10/2014		2	55	132	385,779	132	132	0	0	0	0	
Lease Agreement		08/01/2008	06/15/2001			26,570	0	385,779	0	0	0	0	0		
Credit Cards		05/31/2022	06/01/1998	01/21/2008		1,000	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	02/01/2000	04/04/2001		18,915	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/31/2020	06/30/2015		4	300	300	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2003	12/15/2000		17	1,870	0	385,779	0	0	0	0	0		
Credit Cards		05/31/2022	04/01/1998			16,900	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	07/07/1998	04/04/2001		16,308	0	385,779	0	0	0	0	0	0	
Lease Agreement		08/31/2021	12/20/2016		7	173	173	385,779	0	0	0	0	0	0	
Lease Agreement		04/02/2003	03/15/2000			9,439	0	385,779	0	0	0	0	0		
Credit Cards		05/31/2022	05/01/1997			2,500	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	10/14/1998	04/04/2001		17,587	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/30/2020	07/20/2017		5	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		03/31/2005	05/01/2000			2,668	0	385,779	0	0	0	0	0		
Credit Cards		05/31/2022	04/01/1997	01/21/2008		8,500	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	10/14/1998	04/04/2001		126,370	0	385,779	0	0	0	0	0	0	
Lease Agreement		05/31/2022	12/30/2016		8	2,899	2,899	385,779	0	0	0	0	0	0	
Lease Agreement		08/06/2002	07/01/1999			1,853	0	385,779	0	0	0	0	0		
Credit Cards		05/31/2022	04/01/1996	07/02/2010		11,250	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	06/27/1996	03/31/2000		54,111	0	385,779	0	0	0	0	0	0	
Lease Agreement		09/30/2020	07/10/2017		9	126	126	385,779	90	0	0	90	0	0	
Credit Cards		05/31/2022	11/01/1995	01/21/2008		16,900	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2007	11/01/1993	05/24/1995		23,296	0	385,779	0	0	0	0	0	0	
Credit Cards		08/31/2008	11/01/1997	01/29/2009			2,300	36,460	1,048	367	619	20	42		
Credit Cards		12/31/2017	01/19/2010	09/20/2017	12	11,000	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	08/19/2005		24	17,800	250	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	12/18/2006	07/30/2009	0	500	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	09/28/2001	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		10/31/2013	01/18/2008	11/02/2009	0	25,000	0	36,460	0	0	0	0	0	0	
Credit Cards		09/30/2019	09/29/1999				2,293	36,460	0	0	0	0	0	0	
Credit Cards		03/31/2008	11/13/2001		24	300	254	36,460	0	0	0	0	0	0	
Credit Cards		10/31/2016	02/07/2008	08/22/2014	0	1,000	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	01/01/1997	06/27/2008	0	3,500	0	36,460	0	0	0	0	0	0	
Lease Agreement		10/05/2001	09/15/1998		3	2,777	0	385,779	0	0	0	0	0		
Lease Agreement		02/28/2022	06/20/2018		7	212	212	385,779	0	0	0	0	0	0	
Lease Agreement		06/30/2004	06/17/2001		17	1,392	0	385,779							
Lease Agreement		07/31/2007	01/29/1992	05/01/1996		70,288	0	385,779	0	0	0	0	0	0	
Lease Agreement		09/30/2020	10/10/2016		7	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		02/13/2012	06/10/2006	11/24/2010	18	0	535	385,779	273	91	91	91	0	0	
Credit Cards		05/31/2022	03/01/1994	01/21/2008		5,000	0	36,460	0	0	0	0	0		
Lease Agreement		08/31/2007	03/03/2004	07/20/2007		6,148		385,779	0	0	0	0			
Lease Agreement		08/31/2021	06/20/2018		9	297	297	385,779	0	0	0	0	0	0	
Lease Agreement		08/11/2014	02/28/2010		18	0	0	385,779	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/01/1992			3,000	0	36,460	0	0	0	0	0		
Lease Agreement		04/30/2018	10/01/2014			67,982	0	385,779	0	0	0	0	0		
Lease Agreement		01/31/2021	02/20/2018		9	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		05/16/2012	10/01/2009	03/07/2012	4	3,307	0	385,779	0	0	0	0	0		
Credit Cards		05/31/2022	04/01/1992	01/21/2008		3,000	0	36,460	0	0	0	0	0		
Lease Agreement		07/31/2013	02/15/2013		2	17,531	1,205	385,779	0	0	0	0	0		

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
Lease Agreement		10/31/2021	10/10/2017		12	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		09/16/2012	10/01/2009	07/09/2012	8	635	0	385,779	0	0	0	0	0		
Credit Cards		05/31/2022	04/01/1992	01/21/2008		3,000	0	36,460	0	0	0	0	0		
Lease Agreement		09/01/2008	05/31/2007			11,377	0	385,779	0	0	0	0	0		
Lease Agreement		09/30/2020	01/20/2018		6	78	78	385,779	0	0	0	0	0	0	
Lease Agreement		02/28/2010	07/10/2008		18	876	0	385,779	0	0	0	0	0	0	
Credit Cards		05/31/2022	02/01/1990	08/01/2003		6,750	0	36,460	0	0	0	0	0		
Lease Agreement		02/12/2009	01/30/2009			27,056	27,056	385,779	0	0	0	0	0	0	
Lease Agreement		09/30/2021	12/30/2017		12	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/03/2014	06/30/2008		18	0	0	385,779	0	0	0	0	0	0	
Credit Cards		05/31/2022	05/01/1989	10/02/2008		20,250	0	36,460	0	0	0	0	0		
Lease Agreement		01/08/2016	07/10/2009		18	0	2	385,779	0		0	0	0	0	
Lease Agreement		05/31/2022	09/10/2018		6	520	520	385,779	0	0	0	0	0	0	
Lease Agreement		01/04/2014	06/30/2008		18	366	10	385,779	0	0	0	0	0	0	
Credit Cards		02/28/2015	02/26/2006	07/11/2008	24	1,000	0	36,460	0	0	0	0	0	0	1,306
Lease Agreement		01/04/2014	12/10/2006		18	137	33	385,779	0	0	0	0	0	0	
Lease Agreement		02/28/2022	06/18/2018		11	306	306	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	09/30/2007		18	0	0	385,779	0		0	0	0	0	
Credit Cards		02/28/2011	12/15/1998	09/17/2002		1	0	36,460	0	0	0	0	0	0	
Lease Agreement		01/08/2016	04/20/2009		18	624	0	385,779	0		0	0	0	0	
Lease Agreement		09/30/2019	10/20/2016		2	1,184	1,184	385,779	0	0	0	0	0	0	
Credit Cards		06/01/2022	12/21/1995			15,000	0	36,460	0	0	0	0	0	0	
Lease Agreement		12/31/2010	10/20/2005	04/21/2009	18	804	0	385,779	0	0	0	0	0	0	
Credit Cards		02/28/2009	07/12/2003				0	36,460	0	0	0	0	0	0	
Credit Cards		12/31/2012	06/26/2007	10/16/2007	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		01/03/2022	09/11/2019		24	20,000	0	36,460	0	0	0	0	0	0	
Credit Cards		11/30/2005	11/01/1990	08/07/2006		9,354	5,638	36,460	0	0	0	0	0	0	
Credit Cards		09/04/2014	07/21/1994			3,450	0	36,460	0	0	0	0	0	0	
Credit Cards		07/31/2004	10/29/2003		2	10,000	0	36,460	0	0	0	0	0	0	
Credit Cards		11/30/2016	07/09/2003	09/19/2005	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2004	09/06/2003		0		0	36,460	0	0	0	0	0	0	
Credit Cards		10/31/2009	02/29/2000	12/05/2008	0	15,000	0	36,460	0	0	0	0	0	0	
Credit Cards		03/31/2004	04/21/2000	11/26/2008	0		0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	07/26/2001	06/08/2010	0	5,000	0	36,460	0	0	0	0	0	0	
Lease Agreement		03/31/2022	01/10/2018		5	121	121	385,779	0	0	0	0	0	0	
Lease Agreement		12/03/2014	01/30/2005		18	0	1,272	385,779	1,272	636	636	0	0	0	
Lease Agreement		02/28/2022	06/12/2018		16	78	78	385,779	0	0	0	0	0	0	
Credit Cards		02/28/2009	07/12/2003				0	36,460	0	0	0	0	0	0	
Lease Agreement		07/16/2013	03/20/2008		18	435	0	385,779	0	0	0	0	0	0	
Lease Agreement		02/29/2020	09/10/2018		4	1,131	1,131	385,779	0	0	0	0	0	0	
Credit Cards		02/28/2011	10/31/1991	10/14/1994		7,200	0	36,460	0	0	0	0	0	0	
Lease Agreement		02/28/2010	03/20/2004	03/21/2008	18	1,755	0	385,779	0	0	0	0	0	0	
Lease Agreement		05/31/2022	04/20/2018		6	430	430	385,779	0	0	0	0	0	0	
Credit Cards		02/28/2011	11/25/1991	12/10/1993		1	0	36,460	0	0	0	0	0	0	
Lease Agreement		10/11/2010	05/29/2009		13	7,348	0	385,779	0	0	0	0	0	0	
Lease Agreement		05/31/2022	03/30/2019		8	2,186	2,186	385,779	0	0	0	0	0	0	
Credit Cards		02/28/2009	07/12/2003				0	36,460	0	0	0	0	0	0	
Lease Agreement		01/31/2010	03/30/2007	04/01/2010	18	2,070	1,054	385,779	414	414	0	0	0	0	
Lease Agreement		09/30/2021	03/10/2018		21	1,910	1,910	385,779	516	259	0	0	257	0	
Credit Cards		02/28/2011	01/10/1990	04/08/1994		5,000	0	36,460	0	0	0	0	0	0	
Lease Agreement		12/03/2014	07/10/2009		18	0	0	385,779	0	0	0	0	0	0	
Lease Agreement		03/31/2022	03/20/2019		9	1,734	1,734	385,779	0	0	0	0	0	0	
Credit Cards		02/28/2011	05/22/1996	01/18/2002		1	0	36,460	0	0	0	0	0	0	
Lease Agreement		04/13/2016	02/28/2003	01/01/2006	18	243	0	385,779	0		0	0	0	0	
Lease Agreement		09/02/2021	05/25/2018		23	31,425	12,775	385,779	0	0	0	0	0	0	
Credit Cards		02/28/2011	09/01/1994	01/30/1995		1	0	36,460	0	0	0	0	0	0	
Lease Agreement		01/08/2016	07/20/2007	07/21/2009	18	0	31	385,779	0		0	0	0	0	
Lease Agreement		12/31/2021	12/29/2017			120,177	28,762	385,779	28,761	10,014	10,014	8,732	0		

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
Credit Cards		02/28/2009	07/12/2003				0	36,460	0	0	0	0	0	0	
Lease Agreement		02/28/2011	01/19/2009		24	1,623	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2021	12/29/2017			202,638	0	385,779	0	0	0	0	0	0	
Credit Cards		02/28/2009	04/12/1996				0	36,460	0	0	0	0	0	0	
Lease Agreement		11/30/2013	11/17/2008	11/21/2013	60	3,720	0	385,779	0	0	0	0	0	0	
Credit Cards		02/28/2009	07/12/2003				0	36,460	0	0	0	0	0	0	
Credit Cards		09/30/2013	06/19/2001	12/07/2004	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	11/29/1999	10/07/2009	0	500	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	03/20/1999	06/29/2007	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	01/21/1999	04/03/2009	0	500	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	09/03/1998	06/09/2009	0	500	0	36,460	0	0	0	0	0	0	
Credit Cards		10/31/2009	11/01/1997	12/03/2008	0	1,400	0	36,460	0	0	0	0	0	0	
Credit Cards		03/31/2017	01/01/1997	10/10/2007	0	3,500	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	05/18/2021		2	9,000	0	36,460	0	0	0	0	0	0	
Credit Cards		12/31/2019	11/29/2019		0	12,000	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	01/20/2021	04/18/2022	15	55,000	1,841	36,460	1,841	0	0	0	1,841	0	
Lease Agreement		12/31/2021	12/29/2017			37,711	1,590	385,779	1,590	1,590	0	0	0	0	
Lease Agreement		11/30/2013	02/01/2001	07/17/2007	0	8,460	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2021	12/29/2017			110,519	2,763	385,779	2,762	2,762	0	0	0	0	
Credit Cards		02/28/2011	03/04/1997	07/15/1999		1	0	36,460	0	0	0	0	0	0	
Lease Agreement		11/30/2013	04/13/2000	06/13/2007		4,864	0	385,779	0	0	0	0	0	0	
Lease Agreement		01/15/2021	09/09/2016	12/01/2020	8	13,957	2,313	385,779	0	0	0	0	0	0	
Credit Cards		03/31/2011	01/04/1995	05/30/1999		1	0	36,460	0	0	0	0	0	0	
Lease Agreement		11/30/2009	01/15/2006	11/30/2009	1	40,000	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2021	12/29/2017			33,645	0	385,779	0	0	0	0	0	0	
Credit Cards		02/28/2011	07/27/1994	03/31/1995		1	0	36,460	0	0	0	0	0	0	
Lease Agreement		05/31/2012	05/23/2008	05/31/2012	6	34,332	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2021	12/29/2017			30,545	0	385,779	0	0	0	0	0	0	
Credit Cards		03/31/2011	07/21/1994	12/16/1997		15,000	0	36,460	0	0	0	0	0	0	
Lease Agreement		07/31/2008	07/29/2005	08/19/2008	2	25,280	1,404	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2021	12/29/2017			626,214	0	385,779	0	0	0	0	0	0	
Credit Cards		02/28/2011	05/07/1996	03/22/1998		3,500	0	36,460	0	0	0	0	0	0	
Lease Agreement		07/31/2011	01/31/2008		24	22,458	0	385,779	0	0	0	0	0	0	
Lease Agreement		12/31/2021	11/21/2017	07/29/2021		4,718	0	385,779	0	0	0	0	0	0	
Credit Cards		02/28/2011	11/13/1996	08/09/2001		1	0	36,460	0	0	0	0	0	0	
Lease Agreement		06/30/2012	01/11/2007	06/14/2012	60	48,697	0	385,779	0	0	0	0	0	0	
Lease Agreement		06/01/2022	10/17/2017			8,536	1,727	385,779	0	0	0	0	0	0	
Credit Cards		03/31/2011	02/15/1994	02/07/1998		15,000	0	36,460	0	0	0	0	0	0	
Lease Agreement		06/30/2003	07/06/1998	02/08/2002		2,131	0	385,779	0	0	0	0	0	0	
Lease Agreement		05/31/2019	10/31/2017		20	62,750	50,600	385,779	0	0	0	0	0	0	
Credit Cards		07/31/2010	02/03/2003	10/07/2009	0	500	0	36,460	0	0	0	0	0	0	
Lease Agreement		01/02/2015	02/01/2007	02/01/2012		3,857	0	385,779	0	0	0	0	0	0	
Lease Agreement		04/14/2016	01/30/2016		18	7,027	1,591	385,779	439	439	0	0	0	0	
Credit Cards		10/31/2016	11/11/2004	06/22/2007	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		06/30/2003	07/24/1998	03/07/2000	0	16,965	0	385,779	0	0	0	0	0	0	
Credit Cards		11/30/2016	10/20/2004	12/15/2009	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	11/29/2019		4	12,000	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/28/2018		8	6,000	0	36,460	0	0	0	0	0	0	
Credit Cards		06/05/2022	11/23/2016			1	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	12/10/2014		23	2,219	729	36,460	0	0	0	0	0	0	
Credit Cards		06/30/2017	06/20/2016			9,406	0	36,460	0	0	0	0	0	0	
Credit Cards		10/31/2009	11/01/1999	12/05/2008	0	750	0	36,460	0	0	0	0	0	0	
Credit Cards		10/31/2004	12/26/2000	11/14/2003	6	0	0	36,460	0	0	0	0	0	0	
Credit Cards		07/31/2004	04/19/2002		5	25,000	0	36,460	0	0	0	0	0	0	
Credit Cards		12/31/2013	03/20/2003	12/27/2006	0	0	0	36,460	0	0	0	0	0	0	290
Credit Cards		11/30/2016	03/07/2003	11/06/2008	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		11/30/2013	09/30/2004	09/10/2009	0	29,727	0	385,779	0	0	0	0	0	0	
Credit Cards		10/31/2004	10/29/2003		2	10,000	0	36,460	0	0	0	0	0	0	
Lease Agreement		11/30/2013	05/16/2002	06/29/2007	0	1,375	0	385,779	0	0	0	0	0	0	
Credit Cards		12/31/2005	08/26/2003	01/10/2005	13	20,000	0	36,460	0	0	0	0	0	0	
Lease Agreement		11/30/2013	11/17/2003	03/18/2009	0	2,397	0	385,779	0	0	0	0	0	0	

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
Credit Cards		10/31/2004	04/19/2002		5	25,000	0	36,460	0	0	0	0	0	0	
Lease Agreement		06/30/2003	02/20/1998	07/31/2001		5,729	0	385,779	0	0	0	0			
Credit Cards		09/04/2014	03/19/2002			1,523	0	36,460	0	0	0	0			
Lease Agreement		06/30/2003	06/20/1997	07/10/2001		22,801	0	385,779	0	0	0	0			
Credit Cards		05/31/2022	12/07/2005	12/08/2005	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		06/30/2003	07/06/1998	11/28/2001		9,527	0	385,779	0	0	0	0			
Credit Cards		11/30/2016	06/06/2005	11/06/2008	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		06/30/2003	10/06/1998	10/24/2002		21,340	0	385,779	0	0	0	0			
Credit Cards		05/31/2022	11/02/2005	01/05/2006	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		06/30/2003	04/06/1998	07/31/2001		4,643	0	385,779	0	0	0	0			
Credit Cards		05/31/2022	09/29/2004	01/28/2011	0	15,000	0	36,460	0	0	0	0	0	0	
Lease Agreement		06/30/2003	04/05/1999	07/24/2002		11,764	0	385,779	0	0	0	0			
Credit Cards		05/31/2022	04/24/2005	09/24/2012	0	15,000	0	36,460	0	0	0	0	0	0	
Lease Agreement		06/30/2003	06/16/1999	07/15/2002	0	5,330	0	385,779	0	0	0	0			
Credit Cards		10/31/2016	01/05/2005	10/31/2005	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	03/06/2003	10/01/2007	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		04/30/2004	06/01/1991	06/30/1998	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		09/30/2008	10/01/1993	10/29/2001	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		07/31/2009	11/01/1993	08/09/2004	0	5,000	0	36,460	0	0	0	0	0	0	
Credit Cards		09/30/2008	10/01/1993	02/03/2000	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		04/30/2004	11/01/1995	12/03/2008	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		09/30/2008	08/01/1995	07/28/2000	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		04/30/2004	02/03/2003	01/16/2006	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	07/13/1998	07/14/2009	0	500	0	36,460	0	0	0	0	0	0	
Credit Cards		07/31/2009	02/20/1998	01/28/2003	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		06/30/2003	06/20/1997	06/29/2001		3,911	0	385,779	0	0	0	0			
Credit Cards		03/31/2007	03/09/1988	10/23/2004	0	3,000	0	36,460	0	0	0	0	0	0	
Lease Agreement		11/30/2007	01/10/2007	02/12/2010	0	16,282	12,212	385,779	0	0	0	0			
Credit Cards		05/31/2022	10/01/1992	09/25/2009	0	500	0	36,460	0	0	0	0	0	0	
Lease Agreement		06/30/2003	05/10/1999	06/26/2001		11,322	0	385,779	0	0	0	0			
Credit Cards		05/31/2022	11/27/2011	03/05/2014		10,000	0	36,460	0	0	0	0	0	0	
Lease Agreement		06/30/2003	02/20/1997	07/01/2002	0	52,920	0	385,779	0	0	0	0			
Credit Cards		08/31/2015	04/13/2012	09/03/2017	18	10,000	393	36,460	0	0	0	0	0	0	
Lease Agreement		11/30/2013	02/28/2005	05/27/2010	0	2,397	0	385,779	0	0	0	0			
Credit Cards		05/31/2022	08/05/2011	07/16/2021	24	5,700	4,039	36,460	0	0	0	0	0	0	
Lease Agreement		02/12/2009	03/29/2007		22	6,840	2,850	385,779	0	0	0	0	0	0	
Credit Cards		09/30/2017	10/27/2010	07/01/2017		0	0	36,460	0	0	0	0	0	0	
Lease Agreement		11/30/2010	11/20/2003	01/26/2009	0	2,097	0	385,779	0	0	0	0			
Credit Cards		05/31/2014	01/19/2010		12	11,000	0	36,460	0	0	0	0	0	0	
Lease Agreement		06/30/2003	10/20/1997	05/07/2001		12,026	0	385,779	0	0	0	0			
Credit Cards		10/31/2013	06/09/1999	07/06/2010	0	6,250	0	36,460	0	0	0	0	0	0	
Lease Agreement		11/30/2007	01/10/2007	02/12/2010	0	16,282	11,282	385,779	0	0	0	0			
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	
Lease Agreement		06/30/2003	12/06/1998	06/20/2002		2,648	0	385,779	0	0	0	0			
Credit Cards		05/31/2022	06/09/1999	08/06/2010	0	6,250	0	36,460	0	0	0	0	0	0	
Credit Cards		04/30/2004	05/01/1994	12/02/2008	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		04/30/2004	03/01/1994	02/09/2000	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		04/30/2004	01/01/1993	11/10/2008	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		10/31/2009	11/01/1991	11/26/2008	0	6,700	0	36,460	0	0	0	0	0	0	
Credit Cards		09/30/2008	03/01/1991	06/30/1998	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	04/01/1990	06/30/1998	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	09/01/1990	05/26/2005	0	8,000	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	10/01/1989	11/26/2008	0	7,900	0	36,460	0	0	0	0	0	0	
Credit Cards		12/31/2013	08/01/1989	03/31/1999	24	0	0	36,460							2,375
Credit Cards		10/31/2009	07/01/1996	12/05/2008	0	8,500	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	09/09/2004	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	12/06/1999	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	08/06/2010	0	6,250	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	08/06/2010	0	6,250	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	01/21/2005	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	08/06/2010	0	6,250	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	08/06/2010	0	6,250	0	36,460	0	0	0	0	0	0	

Type	Lender	Date Reported	Open Date	Closed Date	Total Payments	Original Amount/Current Credit Line	Current Balance	Total Current Balance	Total Past Due	Past Due Cycle 1	Past Due Cycle 2	Past Due Cycle 3	Past Due Cycle 4	Past Due Cycle 5	Charge-Off Amount
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	0
Credit Cards		09/30/2008	06/01/1996	06/30/1998	0	0	0	36,460	0	0	0	0	0	0	0
Credit Cards		09/30/2008	03/01/1996	06/30/1998	0	0	0	36,460	0	0	0	0	0	0	0
Credit Cards		05/31/2022	09/01/1995	06/16/2009	0	500	0	36,460	0	0	0	0	0	0	0
Credit Cards		05/31/2022	07/01/1995	07/18/2010	0	5,700	0	36,460	0	0	0	0	0	0	0
Credit Cards		09/30/2008	03/01/1992	02/03/2000	0	0	0	36,460	0	0	0	0	0	0	0
Credit Cards		05/31/2022	02/28/2003	11/25/2014		7,500	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	04/12/2002	04/30/2002		2,000	0	36,460	0	0	0	0	0	0	
Credit Cards		10/31/2013	11/24/1998	03/24/2006	0	10,000	0	36,460	0	0	0	0	0	0	
Credit Cards		11/30/2016	04/07/2000	04/02/2014	0	5,000	0	36,460	0	0	0	0	0	0	
Credit Cards		10/31/2016	10/13/1997	06/08/2006	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	03/19/2003	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	06/09/1999	06/24/2006	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		01/31/2018	10/31/2009	09/20/2017	12		0	36,460	0	0	0	0	0	0	
Credit Cards		04/30/2010	03/25/1997	01/14/2005	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		11/30/2016	04/10/1997	10/02/2001	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		11/30/2016	12/28/1995	01/31/2005	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		01/31/2004	11/10/1998	12/17/2007	0		413	36,460	0	0	0	0	0	0	
Credit Cards		11/30/2016	11/16/1998	07/01/2005	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		09/30/2008	06/03/1998	08/28/2001	0	0	0	36,460	0	0	0	0	0	0	
Credit Cards		06/30/2003	11/17/1998	08/26/2008	0		0	36,460	0	0	0	0	0	0	
Credit Cards		01/31/2014	11/12/2001	09/30/2005	0	6,750	0	36,460	0	0	0	0	0	0	1,396
Credit Cards		06/30/2003	10/18/2000	08/21/2008	0		0	36,460	0	0	0	0	0	0	
Credit Cards		05/31/2022	10/16/2000	06/09/2008	0	0	0	36,460	0	0	0	0	0	0	

Risk Assessment

D&B RISK ASSESSMENT

OVERALL BUSINESS RISK



Dun & Bradstreet thinks...

- Overall assessment of this organization over the next 12 months: **SOME-FINANCIAL-STRESS-CONCERNS**
- Based on the predicted risk of business discontinuation: **MODERATELY-HIGHER-THAN-AVERAGE-RISK-OF-FINANCIAL-STRESS**
- Based on the predicted risk of severely delinquent payments: **MODERATE POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS**

MAXIMUM CREDIT RECOMMENDATION

US\$ 2,000,000

The recommended limit is based on a moderately high probability of severe delinquency or business failure.

D&B VIABILITY RATING SUMMARY

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

Viability Score

Compared to All US Businesses within the D&B Database:

- Level of Risk:**Low Risk**
- Businesses ranked **4** have a probability of becoming no longer viable: **5 %**
- Percentage of businesses ranked **4**: **14 %**
- Across all US businesses, the average probability of becoming no longer viable:**14 %**

Portfolio Comparison

Compared to All US Businesses within the same MODEL SEGMENT:

- Model Segment :**Established Trade Payments**
- Level of Risk:**Moderate Risk**
- Businesses ranked **5** within this model segment have a probability of becoming no longer viable: **5 %**
- Percentage of businesses ranked **5** with this model segment: **11 %**
- Within this model segment, the average probability of becoming no longer viable:**5 %**

Data Depth Indicator

Data Depth Indicator:

- ✓ Rich Firmographics
- ✓ Extensive Commercial Trading Activity
- ✓ Basic Financial Attributes

Greater data depth can increase the precision of the D&B Viability Rating assessment.

To help improve the current data depth of this company, you can ask D&B to make a personalized request to this company on your behalf to obtain its latest financial information. To make the request, click the link below.

Note, the company must be saved to a folder before the request can be made.

Request Financial Statements

Reference the FINANCIALS tab for this company to monitor the status of your request.

Company Profile:

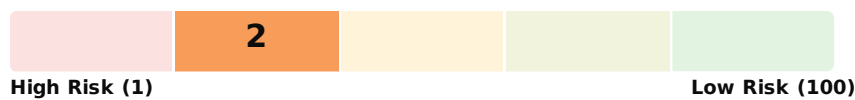
Company Profile Details:

- Financial Data: **False**
- Trade Payments:
- Company Size:
- Years in Business:



Subsidiary

FAILURE SCORE FORMERLY FINANCIAL STRESS SCORE



- Low proportion of satisfactory payment experiences to total payment experiences
- High proportion of slow payment experiences to total number of payment experiences
- UCC Filings reported
- High number of enquiries to D&B over last 12 months
- Evidence of open liens and judgments
- High proportion of past due balances to total amount owing

Level of Risk Moderate-High	Raw Score 1343	Probability of Failure 2.29 %	Average Probability of Failure for Businesses in D&B Database 0.48	Class 4
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Business and Industry Trends

▲ FAILURE SCORE □ Industry Median Quartile

BUSINESS AND INDUSTRY COMPARISON

Selected Segments of Business Attributes

Norms	National %
This Business	2
Region:(SOUTH ATLANTIC)	33
Industry:MANUFACTURING	56
Employee range:(500-2300000)	53
Years in Business:(26+)	81

DELINQUENCY SCORE FORMERLY COMMERCIAL CREDIT SCORE

60
High Risk (1) Low Risk (100)

- Proportion of past due balances to total amount owing
- Proportion of slow payments in recent months
- Evidence of open suits, liens, and judgments
- Higher risk industry based on delinquency rates for this industry

Level of Risk Moderate	Raw Score 513	Probability of Delinquency 4.75 %	Compared to Businesses in D&B Database 10.2 %	Class 3
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Business and Industry Trends

△ DELINQUENCY SCORE □ Industry Median Quartile

BUSINESS AND INDUSTRY COMPARISON

Selected Segments of Business Attributes

Norms	National %
This Business	60
Region:(SOUTH ATLANTIC)	34
Industry:MANUFACTURING	37
Employee range:(500-2768886)	76
Years in Business:(26+)	69

D&B PAYDEX

71
High Risk (1) Low Risk (100)

When weighted by amount, Payments to suppliers average 14 days beyond terms

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median 72
Equals 12 Days Beyond Terms

D&B 3 MONTH PAYDEX

66
High Risk (1) Low Risk (100)

Based on payments collected 3 months ago. When weighted by amount, Payments to suppliers average 19 days beyond terms

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median 72
Equals 12 Days Beyond Terms

Business and Industry Trends

3585 - Mfg refrigeration/heating equipment

△ PAYDEX □ Industry Lower Quartile ◡ Industry Median Quartile * Industry Upper Quartile

Equals

D&B RATING

Current Rating as of 11/05/2009

Special Rating



-- : Undetermined

Trade Payments

TRADE PAYMENTS SUMMARY (Based on 24 months of data)

Overall Payment Behaviour 14 Days Beyond Terms	% of Trade Within Terms 56%	Highest Past Due US\$ 700,000
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Highest Now Owing: US\$ 4,000,000	Total Trade Experiences: 715 Largest High Credit: US\$ 8,000,000 Average High Credit: US\$ 109,748	Total Unfavorable Comments : 1 Largest High Credit: US\$ 2,500 Total Placed in Collections: 5 Largest High Credit: US\$ 0
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D&B PAYDEX  <p>High Risk (1) Low Risk (100)</p> <p>71</p> <p>When weighted by amount, Payments to suppliers average 14 days beyond terms</p> <ul style="list-style-type: none"> <input type="checkbox"/> High risk of late payment (Average 30 to 120 days beyond terms) <input type="checkbox"/> Medium risk of late payment (Average 30 days or less beyond terms) <input type="checkbox"/> Low risk of late payment (Average prompt to 30+ days sooner) <p>Industry Median 72 Equals 12 Days Beyond Terms</p>	D&B 3 MONTH PAYDEX  <p>High Risk (1) Low Risk (100)</p> <p>66</p> <p>Based on payments collected 3 months ago. When weighted by amount, Payments to suppliers average 19 days beyond terms</p> <ul style="list-style-type: none"> <input type="checkbox"/> High risk of late payment (Average 30 to 120 days beyond terms) <input type="checkbox"/> Medium risk of late payment (Average 30 days or less beyond terms) <input type="checkbox"/> Low risk of late payment (Average prompt to 30+ days sooner) <p>Industry Median 72 Equals 12 Days Beyond Terms</p>
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BUSINESS AND INDUSTRY TRENDS Based on 24 months of data

3585 - Mfg refrigeration/heating equipment

▲ PAYDEX
 ■ Industry Lower Quartile
 ○ Industry Median Quartile
 ✳ Industry Upper Quartile

	7/20	8/20	9/20	10/20	11/20	12/20	1/21	2/21	3/21	4/21	5/21	6/21	7/21	8/21	9/21	10/21	11/21	12/21	1/22	2/22	3/22	4/22	5/22	2022	Current	
This Business	73	73	73	72	72	72	72	72	72	72	72	72	72	74	74	71	73	73	74	72	73	73	71	71		
Industry Quartile																										
Upper	-	-	76	-	-	76	-	-	76	-	-	77	-	-	77	-	-	76	-	-	77	-	-	-	-	-
Median	-	-	72	-	-	72	-	-	72	-	-	72	-	-	72	-	-	72	-	-	72	-	-	-	-	-
Lower	-	-	67	-	-	67	-	-	67	-	-	67	-	-	67	-	-	67	-	-	67	-	-	-	-	-

TRADE PAYMENTS BY CREDIT EXTENDED (Based on 12 months of data)

Range of Credit Extended (US\$)	Number of Payment Experiences	Total Value	% Within Terms
100,000 & over	88	US\$ 57,750,000	76
50,000 - 99,999	41	US\$ 2,950,000	50
15,000 - 49,999	90	US\$ 2,460,000	60
5,000 - 14,999	109	US\$ 772,500	52
1,000 - 4,999	123	US\$ 229,500	59
Less than 1,000	134	US\$ 40,600	57

TRADE PAYMENTS BY INDUSTRY (BASED ON 24 MONTHS OF DATA)

Collapse All | Expand All

Industry Category-	Number of Payment Experiences	Largest High Credit (US\$)	% Within Terms (Expand to View)	1 - 30 Days Late (%)	31 - 60 Days Late (%)	61 - 90 Days Late (%)	91 + Days Late (%)
▼15 - Building Construction - General Contractors and Operative Builders	1	2,500	50	0	0	0	50
1531 - Operative	1	2,500	50	0	0	0	50

builders								
▼17 - Construction - Special Trade Contractors	6	400,000	95	1	4	0	0	
1731 - Electrical contractor	3	400,000	90	2	8	0	0	
1711 - Mechanical contractor	3	100,000	100	0	0	0	0	
▼26 - Paper and Allied Products	5	500,000	33	33	0	0	0	
2653 - Mfg corrugated boxes	2	500,000	50	50	0	0	0	
2631 - Paperboard mill	2	400,000	49	50	0	0	0	1
2679 - Mfg converted paper	1	0	0	0	0	0	0	0
▼27 - Printing, Publishing and Allied Industries	12	1,000,000	54	9	29	0	0	9
2759 - Misc coml printing	5	1,000,000	50	0	17	0	0	33
2761 - Mfg manifold forms	5	100,000	64	34	0	0	0	2
2711 - Newspaper-print/publ	1	5,000	0	0	100	0	0	0
2741 - Misc publishing	1	100	100	0	0	0	0	0
▼28 - Chemicals and Allied Products	4	750,000	84	16	0	0	0	0
2851 - Mfg paint/allied prdt	2	250,000	51	49	0	0	0	0
2821 - Mfg plastics/resins	1	750,000	100	0	0	0	0	0
2891 - Mfg adhesives/sealant	1	200,000	100	0	0	0	0	0
▼29 - Petroleum Refining and Related Industries	1	1,000	0	0	0	0	0	100
2999 - Mfg misc petro prdts	1	1,000	0	0	0	0	0	100
▼30 - Rubber and Miscellaneous Plastics Products	2	40,000	25	25	0	0	0	50
3089 - Mfg misc plastic prdt	1	40,000	50	50	0	0	0	0
3053 - Mfg sealing devices	1	500	0	0	0	0	0	100
▼31 - Leather and Leather Products	1	75,000	50	50	0	0	0	0
3143 - Mfg men's footwear	1	75,000	50	50	0	0	0	0
▼33 - Primary Metal Industries	1	200,000	50	50	0	0	0	0
3351 - Copper roll/drawing	1	200,000	50	50	0	0	0	0

▼34 - Fabricated Metal Products except Machinery and Transportation Equipment	11	100,000	28	45	3	3	21
3491 - Mfg industrial valves	5	100,000	16	20	19	19	26
3494 - Mfg valve/pipe fitting	2	25,000	50	50	0	0	0
3433 - Mfg non-elect heaters	1	100,000	50	50	0	0	0
3443 - Mfg plate work	1	10,000	50	50	0	0	0
3444 - Mfg sheet metalwork	1	2,500	0	0	0	0	100
3452 - Mfg bolt/screw/rivets	1	1,000	0	100	0	0	0
▼35 - Industrial and Commercial Machinery and Computer Equipment	64	4,000,000	51	13	9	9	18
3585 - Mfg refrig/heat equip	30	4,000,000	96	2	1	0	1
3564 - Mfg blowers/fans	6	200,000	98	1	0	0	1
3593 - Mfg cylinder/actuator	5	500,000	48	49	0	0	3
3531 - Mfg construction mach	5	200,000	54	46	0	0	0
3572 - Mfg computer storage	5	30,000	47	40	8	0	5
3579 - Mfg misc office eqpt	5	750	80	15	0	0	5
3569 - Mfg general machinery	2	1,000,000	50	0	38	12	0
3563 - Mfg air/gas compress	2	2,500	36	0	64	0	0
3534 - Mfg elevator/escaltrs	1	55,000	0	0	0	0	100
3548 - Mfg welding apparatus	1	10,000	0	0	0	0	100
3599 - Mfg industrial mach	1	5,000	100	0	0	0	0
3553 - Mfg woodworking mach.	1	2,500	0	0	0	100	0
▼36 - Electronic and other electrical equipment and components except computer equipment	31	8,000,000	49	24	3	20	4
3625 - Mfg relays/controls	8	8,000,000	51	48	1	0	0

3621 - Mfg motors/generators	8	250,000	50	0	26	0	24
3672 - Mfg print circuit brd	5	1,000,000	50	0	0	47	3
3678 - Mfg elect. connectors	4	20,000	36	43	7	0	14
3694 - Mfg elect engine eqpt	1	20,000	50	50	0	0	0
3639 - Mfg home appliances	1	20,000	100	0	0	0	0
3643 - Mfg electric wire dev	1	7,500	100	0	0	0	0
3613 - Mfg switchgear-boards	1	5,000	0	0	0	100	0
3645 - Mfg home light fixt	1	2,500	50	0	0	50	0
3648 - Mfg misc light equip	1	750	0	100	0	0	0
▼37 - Transportation Equipment	3	600,000	50	27	0	0	24
3724 - Mfg plane engine/part	2	35,000	0	53	0	0	47
3714 - Mfg car parts	1	600,000	100	0	0	0	0
▼38 - Measuring Analyzing and Controlling Instruments; Photographic Medical and Optical Goods; Watches and Clocks	26	400,000	31	11	37	6	15
3823 - Mfg process controls	10	250,000	60	6	0	34	0
3861 - Mfg photograph equip	5	400,000	0	0	86	0	14
3842 - Mfg surgical supplies	4	80,000	52	0	45	3	0
3824 - Mfg fluid meters	3	80,000	0	62	38	0	0
3851 - Mfg ophthalmic goods	3	10,000	22	0	0	0	78
3825 - Mfg electric test prd	1	1,000	50	0	50	0	0
▼42 - Motor Freight Transportation and Warehousing	19	200,000	53	32	0	0	15
4213 - Trucking non-local	19	200,000	53	32	0	0	15
▼45 - Transportation by Air	1	1,000	100	0	0	0	0
4513 - Air courier service	1	1,000	100	0	0	0	0
▼47 - Transportation Services	10	250,000	30	35	1	33	1
4731 - Arrange	10	250,000	30	35	1	33	1

cargo transpt								
▼48 - Communications	20	45,000	64	0	0	36	0	
4813 - Telephone communictns	15	45,000	92	0	0	7	1	
4812 - Radiotelephone commun	4	7,500	100	0	0	0	0	
4833 - Television station	1	7,500	0	0	0	100	0	
▼49 - Electric, Gas and Sanitary Services	18	200,000	88	13	0	0	0	
4911 - Electric services	17	200,000	75	25	0	0	0	
4924 - Natural gas distrib	1	1,000	100	0	0	0	0	
▼50 - Wholesale Trade - Durable Goods	174	900,000	59	14	14	3	11	
5063 - Whol electrical equip	42	900,000	54	39	1	1	5	
5074 - Whol plumb/hydraulics	39	75,000	18	42	24	16	0	
5084 - Whol industrial equip	25	250,000	64	4	16	0	16	
5085 - Whol industrial suppl	24	750,000	92	4	2	0	2	
5065 - Whol electronic parts	13	400,000	60	36	0	4	0	
5075 - Whol heating/ac equip	11	20,000	41	9	28	3	19	
5051 - Whol metal	7	95,000	28	34	38	0	0	
5072 - Whol hardware	2	25,000	50	22	0	28	0	
5031 - Whol lumber/millwork	2	10,000	97	3	0	0	0	
5023 - Whol homefurnishings	1	750,000	50	50	0	0	0	
5082 - Whol const/mine equip	1	50,000	50	0	50	0	0	
5083 - Whol farm/garden mach	1	35,000	50	0	0	0	50	
5064 - Whol appliances	1	20,000	100	0	0	0	0	
5044 - Whol office equipment	1	10,000	100	0	0	0	0	
5078 - Whol refrig equip	1	2,500	100	0	0	0	0	
5045 - Whol computers/softwr	1	2,500	100	0	0	0	0	
5013 - Whol auto parts	1	1,000	0	0	0	0	100	

5046 - Whol misc coml equip	1	750	0	0	100	0	0
▼51 - Wholesale Trade - Nondurable Goods	22	80,000	67	13	13	5	2
5169 - Whol chemicals	10	80,000	50	24	3	20	3
5172 - Whol petroleum prdts	5	35,000	78	0	11	4	7
5113 - Whol service paper	5	20,000	57	41	0	0	2
5199 - Whol nondurable goods	1	25,000	100	0	0	0	0
5149 - Whol groceries	1	2,500	50	0	50	0	0
▼55 - Automotive Dealers and Gasoline Service Stations	3	40,000	100	0	0	0	0
5541 - Gas service station	2	5,000	100	0	0	0	0
5511 - Ret new/used autos	1	40,000	100	0	0	0	0
▼57 - Home Furniture Furnishings and Equipment Stores	2	6,000,000	100	0	0	0	0
5734 - Ret computer/software	1	6,000,000	100	0	0	0	0
5712 - Ret furniture	1	2,500	100	0	0	0	0
▼59 - Miscellaneous Retail	11	15,000	40	0	0	0	60
5999 - Ret misc merchandise	7	15,000	20	0	0	0	80
5943 - Ret stationery	3	7,500	100	0	0	0	0
5983 - Ret fuel oil dealer	1	5,000	0	0	0	0	100
▼60 - Depository Institutions	6	10,000	61	0	39	0	0
6021 - Natnl commercial bank	6	10,000	61	0	39	0	0
▼61 - Nondepository Credit Institutions	8	300,000	33	44	0	0	24
6153 - Short-trm busn credit	6	300,000	60	40	0	0	0
6159 - Misc business credit	2	1,000	5	47	0	0	48
▼73 - Business Services	41	5,000,000	54	31	12	2	2
7359 - Misc equipment rental	11	200,000	45	17	36	1	1
7361 - Employment agency	7	5,000,000	91	9	0	0	0

7389 - Misc business service	6	1,000	44	0	24	16	16
7381 - Detective/guard svcs	5	400,000	46	27	27	0	0
7363 - Help supply service	5	200,000	99	1	0	0	0
7372 - Prepackaged software	3	100,000	27	68	5	0	0
7353 - Hvy const eqpt rental	3	5,000	26	74	0	0	0
7373 - Computer system desgn	1	600,000	50	50	0	0	0
▼75 - Automotive Repair, Services and Parking	1	50	0	0	100	0	0
7513 - Truck rental/leasing	1	50	0	0	100	0	0
▼76 - Miscellaneous Repair Services	1	2,500	100	0	0	0	0
7694 - Armature rewinding	1	2,500	100	0	0	0	0
▼83 - Social Services	2	2,500	100	0	0	0	0
8322 - Family social service	2	2,500	100	0	0	0	0
▼87 - Engineering Accounting Research Management and Related Services	22	300,000	42	31	2	20	5
8744 - Facilities support	5	300,000	50	29	16	5	0
8734 - Testing laboratory	5	80,000	50	3	0	47	0
8742 - Management consulting	4	1,000	69	0	0	0	31
8748 - Business consulting	3	55,000	20	40	0	37	3
8711 - Engineering services	2	100,000	100	0	0	0	0
8741 - Management services	2	20,000	6	44	0	50	0
8721 - Accounting services	1	500	0	100	0	0	0
▼91 - Executive Legislative and General Government except Finance	1	2,500	100	0	0	0	0
9111 - Executive office	1	2,500	100	0	0	0	0
▼93 - Public Finance Taxation and Monetary Policy	24	100,000	100	0	0	0	0

9311 - Public finance	24	100,000	100	0	0	0	0
94 - Administration of Human Resource Programs	2	10,000	100	0	0	0	0
9431 - Admin public health	2	10,000	100	0	0	0	0
96 - Administration of Economic Programs	1	100	100	0	0	0	0
9611 - Admin economic prgm	1	100	100	0	0	0	0
99 - Nonclassifiable Establishments	35	750,000	89	4	4	2	1
9999 - Nonclassified	35	750,000	89	4	4	2	1

TRADE LINES						
Date of Experience	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
06/22	Pays Promptly	N30	5,000	0	0	1
06/22	Pays Promptly	N30	2,500	0	0	1
06/22	Pays Promptly	N30	1,000	500	0	1
06/22	Pays Promptly	N30	750	750	0	1
06/22	Pays Promptly	-	250	250	0	1
06/22	Pays Slow 60+	N30	5,000	5,000	5,000	Between 2 and 3 Months
06/22	Pays Slow 30-90+	-	55,000	0	0	Between 2 and 3 Months
06/22	Pays Slow 90+	-	7,500	0	0	Between 6 and 12 Months
05/22	Pays Promptly	N90	5,000,000	3,000,000	0	1
05/22	Pays Promptly	-	750,000	600,000	0	1
05/22	Pays Promptly	-	250,000	100,000	0	1
05/22	Pays Promptly	-	100,000	100,000	0	1
05/22	Pays Promptly	-	80,000	55,000	0	1
05/22	Pays Promptly	-	40,000	25,000	1,000	1
05/22	Pays Promptly	-	30,000	0	0	Between 2 and 3 Months
05/22	Pays Promptly	-	20,000	15,000	0	1
05/22	Pays Promptly	-	10,000	5,000	0	1
05/22	Pays Promptly	-	10,000	10,000	0	1
05/22	Pays Promptly	-	7,500	2,500	0	1
05/22	Pays Promptly	-	5,000	5,000	0	1
05/22	Pays Promptly	-	5,000	0	0	Between 6 and 12 Months
05/22	Pays Promptly	-	2,500	2,500	750	1
05/22	Pays Promptly	-	2,500	2,500	0	1
05/22	Pays Promptly	-	2,500	2,500	0	1
05/22	Pays Promptly	-	2,500	0	0	1
05/22	Pays Promptly	-	2,500	1,000	0	1
05/22	Pays Promptly	-	2,500	2,500	0	1
05/22	Pays Promptly	-	2,500	750	0	1
05/22	Pays Promptly	-	1,000	0	0	Between 6 and 12 Months
05/22	Pays Promptly	-	1,000	500	0	1
05/22	Pays Promptly	-	1,000	0	0	Between 2 and 3 Months

Date of Experience	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
05/22	Pays Promptly	N30	1,000	0	0	Between 4 and 5 Months
05/22	Pays Promptly	-	750	250	0	1
05/22	Pays Promptly	-	500	0	0	1
05/22	Pays Promptly	-	250	0	0	1
05/22	Pays Promptly	-	250	0	0	Between 6 and 12 Months
05/22	Pays Promptly	-	250	250	0	1
05/22	Pays Promptly	-	100	0	0	1
05/22	Pays Promptly	-	100	50	0	1
05/22	Pays Promptly	-	50	0	0	1
05/22	Pays Promptly	-	50	0	0	Between 6 and 12 Months
05/22	Pays Promptly	-	50	50	0	1
05/22	Pays Promptly	-	50	0	0	Between 6 and 12 Months
05/22	Pays Prompt to Slow 15+	-	5,000	5,000	2,500	1
05/22	Pays Prompt to Slow 30+	-	500,000	500,000	60,000	1
05/22	Pays Prompt to Slow 30+	-	200,000	200,000	55,000	1
05/22	Pays Prompt to Slow 30+	-	200,000	200,000	55,000	1
05/22	Pays Prompt to Slow 30+	-	100,000	80,000	30,000	1
05/22	Pays Prompt to Slow 30+	-	85,000	25,000	25,000	1
05/22	Pays Prompt to Slow 30+	-	55,000	2,500	500	1
05/22	Pays Prompt to Slow 30+	-	20,000	7,500	1,000	1
05/22	Pays Prompt to Slow 30+	-	20,000	0	0	Between 6 and 12 Months
05/22	Pays Prompt to Slow 30+	-	2,500	750	250	1
05/22	Pays Prompt to Slow 60+	N30	10,000	0	0	Between 6 and 12 Months
05/22	Pays Prompt to Slow 60+	-	2,500	2,500	50	1
05/22	Pays Prompt to Slow 60+	-	1,000	1,000	1,000	Between 6 and 12 Months
05/22	Pays Prompt to Slow 60+	-	2,500	250	250	Between 2 and 3 Months
05/22	Pays Prompt to Slow 90+	-	750	0	0	Between 6 and 12 Months
05/22	Pays Prompt to Slow 90+	-	70,000	40,000	10,000	1
05/22	Pays Prompt to Slow 120+	-	5,000	2,500	1,000	1
05/22	Pays Prompt to Slow 150+	N30	40,000	20,000	15,000	1
05/22	Pays Prompt to Slow 180+	N30	250,000	0	0	Between 2 and 3 Months
05/22	Pays Slow 30+	-	30,000	0	0	Between 2 and 3 Months
05/22	Pays Slow 30+	-	10,000	0	0	Between 4 and 5 Months
05/22	Pays Slow 30+	-	2,500	500	50	1
05/22	Pays Slow 30+	-	50	0	0	Between 2 and 3 Months
05/22	Pays Slow 60+	-	75,000	50,000	10,000	-
05/22	Pays Slow 60+	-	1,000	0	0	Between 4 and 5 Months
05/22	Pays Slow 60+	-	250	0	0	Between 6 and 12 Months

Date of Experience	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
05/22	Pays Slow 60+	-	100	100	100	-
05/22	Pays Slow 30-60+	-	20,000	2,500	2,500	-
05/22	Pays Slow 90+	-	7,500	7,500	7,500	1
05/22	Pays Slow 90+	-	2,500	2,500	2,500	-
05/22	Pays Slow 90+	-	2,500	2,500	1,000	1
05/22	Pays Slow 90+	-	2,500	2,500	2,500	-
05/22	Pays Slow 30-120+	N30	10,000	2,500	1,000	1
05/22	Pays Slow 120+	-	50	50	50	-
05/22	Pays Slow 60-180+	-	1,000	1,000	1,000	-
05/22	Placed for collection	-	0	2,500	2,500	-
05/22	-	Sales COD	0	0	0	1

OTHER PAYMENT CATEGORIES

Other Payment Categories	Experience	Total Amount
Cash experiences	103	US\$ 222,300
Payment record unknown	14	US\$ 419,350
Unfavorable comments	1	US\$ 2,500
Placed for collections	5	US\$ 0
Total in D&B's file	715	US\$ 64,846,750

Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed. Payment experiences reflect how bills are met in relation to the terms granted. In some instances payment beyond terms can be the result of disputes over merchandise, skipped invoices etc. Each experience shown represents a separate account reported by a supplier. Updated trade experiences replace those previously reported.

Corporate Linkage

Increase your understanding of the links and risks between your customers and suppliers with D&B's Interactive Global Family Tree

GLOBAL ULTIMATE

Company	City , Country or Region	D-U-N-S® NUMBER
TRANE TECHNOLOGIES PUBLIC LIMITED COMPANY	SWORDS , IRELAND	98-503-3590

DOMESTIC ULTIMATE

Company	City , State	D-U-N-S® NUMBER
INGERSOLL-RAND US TRANE HOLDINGS CORPORATION	PISCATAWAY , New Jersey	96-330-6712

PARENT

Company	City , State	D-U-N-S® NUMBER
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TRANE INC.	PISCATAWAY , New Jersey	19-144-4587
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SUBSIDIARIES (DOMESTIC)

Company	City , State	D-U-N-S® NUMBER
AMERICAN STANDARD LEASING INC	NASHVILLE , Tennessee	03-059-3599
THE TRANE COMPANY	LA CROSSE , Wisconsin	07-027-2299
A-S ENERGY, INC	NEW YORK , New York	10-328-6373
TRANE PUERTO RICO INC.	SAN JUAN , Puerto Rico	78-434-8349
AMERICAN STANDARD INTERNATIONAL INC.	PISCATAWAY , New Jersey	79-434-2063
TRANE INDIA LTD.	DAVIDSON , North Carolina	84-836-8002
TWENTYTHREEC, LLC	DAVIDSON , North Carolina	11-751-8021
TRANE CO	COLUMBIA , South Carolina	04-484-4910

SUBSIDIARIES (INTERNATIONAL)

Company	City , Country or Region	D-U-N-S® NUMBER
Arctic Cool Chillers Limited	BRAMPTON , CANADA	20-295-1331
TRANE DISTRIBUTION PTE. LTD.	SINGAPORE , SINGAPORE	59-533-2230
SERVICE FIRST (UNITARY) (PTY) LTD	RANDBURG , SOUTH AFRICA	53-917-1709

BRANCHES (DOMESTIC)

Company	City , State	D-U-N-S® NUMBER
TRANE U.S. INC.	CHATTANOOGA , Tennessee	00-103-5257
TRANE U.S. INC.	SAINT PAUL , Minnesota	00-521-1326
TRANE U.S. INC.	SHELTON , Connecticut	00-771-5048
TRANE U.S. INC.	CUPERTINO , California	01-092-8398
TRANE U.S. INC.	BRIDGETON , Missouri	01-594-2030
TRANE U.S. INC.	WESTBROOK , Maine	01-702-4402
TRANE U.S. INC.	FISHERS , Indiana	01-797-6890
TRANE U.S. INC.	ROANOKE , Virginia	01-811-2347
TRANE U.S. INC.	OMAHA , Nebraska	01-840-0783
TRANE U.S. INC.	PEORIA , Illinois	01-840-1013
TRANE U.S. INC.	ASHLAND , Virginia	01-840-2201
TRANE U.S. INC.	SUNNYVALE , California	01-840-2789

TRANE U.S. INC.	OAKLAND , California	01-840-3365
TRANE U.S. INC.	SANTA ROSA , California	01-840-3738
TRANE U.S. INC.	ANCHORAGE , Alaska	01-840-4264
TRANE U.S. INC.	SOUTH BEND , Indiana	01-840-4280
TRANE U.S. INC.	FORT WAYNE , Indiana	01-840-4603
TRANE U.S. INC.	SIOUX FALLS , South Dakota	01-840-4801
TRANE U.S. INC.	SPOKANE VALLEY , Washington	01-840-5337
TRANE U.S. INC.	PERRYSBURG , Ohio	01-840-6020
TRANE U.S. INC.	NEW CASTLE , Delaware	01-840-7234
TRANE U.S. INC.	SANTA CRUZ , California	01-834-8420
TRANE U.S. INC.	LEXINGTON , Kentucky	01-865-1237
TRANE U.S. INC.	FLINT , Michigan	01-817-0006
TRANE U.S. INC.	GREAT FALLS , Montana	01-817-0451

This list is limited to the first 25 branches.

AFFILIATES (DOMESTIC)

Company	City , State	D-U-N-S® NUMBER
FELLON-MCCORD & ASSOCIATES, LLC	LOUISVILLE , Kentucky	79-602-2796
HOUSTON TRANE, INC.	LUBBOCK , Texas	78-304-5094
STANDARD TRANE INSURANCE COMPANY	BURLINGTON , Vermont	61-959-8308
AMERICAN SOCIETY OF HEATING	GREENVILLE , South Carolina	07-254-3171

AFFILIATES (INTERNATIONAL)

Company	City , Country or Region	D-U-N-S® NUMBER
R&O Immobilien GmbH	OBERHAUSEN , GERMANY	31-250-4949
Trane S.A.	Romont FR , SWITZERLAND	48-785-9605
Trane Logistica, S. A. de C. V.	NAUCALPAN , MEXICO	81-251-3562
Industria Cerámica del Centro, S.A. de C.V.	NAUCALPAN , MEXICO	81-251-3604

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Legal Events

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

Bankruptcies	Judgements	Liens	Suits	UCCs
No	1 Latest Filing: 10/27/2017	10 Latest Filing: 10/24/2020	7 Latest Filing: 03/16/2020	421 Latest Filing: 02/07/2022

EVENTS**Judgement** - Court Judgement

Filing Date	10/27/2017
Filing Number	SC 000879 17
Status	Unsatisfied
Date Status Attained	10/27/2017
Received Date	10/30/2017
Award	US\$ 336
Debtors	TRANE US INC, TYLER, TX
Creditors	GLOBAL CURRENCY SERVLLC, MORRISVILLE, PA
Court	SPECIAL CIVIL/SMALL CLAIMS COURT OF MERCER COUNTY, TRENTON, NJ

Lien - Tax Lien

Filing Date	10/24/2020
Filing Number	30011846
Status	Open
Date Status Attained	10/24/2020
Received Date	12/02/2020
Amount	US\$ 15,097
Debtors	TRANE US INCORPORATED AND OTHERS
Creditors	STATE OF INDIANA
Court	MARION COUNTY CIRCUIT COURT, INDIANAPOLIS, IN

Lien - Tax Lien

Filing Date	08/25/2020
Filing Number	12330328
Status	Open
Date Status Attained	08/25/2020
Received Date	09/30/2020
Amount	US\$ 12,716
Debtors	TRANE US INCORPORATED AND OTHERS
Creditors	STATE OF INDIANA
Court	MARION COUNTY CIRCUIT COURT, INDIANAPOLIS, IN

Lien - Tax Lien

Filing Date	07/14/2020
Filing Number	1842539
Status	Open
Date Status Attained	07/14/2020
Received Date	10/26/2020
Amount	US\$ 25
Debtors	TRANE US INC AND OTHERS
Creditors	BALDWIN COUNTY SALES & USE TAX DEPARTMENT
Court	BALDWIN COUNTY RECORDER OF DEEDS, BAY MINETTE, AL

Lien - Tax Lien

Filing Date	07/08/2020
Filing Number	12288701
Status	Open
Date Status Attained	07/08/2020
Received Date	08/01/2020
Amount	US\$ 6,051
Debtors	TRANE US INCORPORATED AND OTHERS
Creditors	STATE OF INDIANA
Court	MARION COUNTY CIRCUIT COURT, INDIANAPOLIS, IN

Lien - Tax Lien

Filing Date	07/08/2020
Filing Number	12291891
Status	Release
Date Status Attained	09/25/2020
Received Date	12/02/2020
Amount	US\$ 9,965
Debtors	TRANE US INCORPORATED AND OTHERS
Creditors	STATE OF INDIANA
Court	MARION COUNTY CIRCUIT COURT, INDIANAPOLIS, IN

Lien - Tax Lien

Filing Date	07/08/2020
Filing Number	12304243
Status	Release
Date Status Attained	09/25/2020
Received Date	12/02/2020

Amount US\$ 9,991
Debtors TRANE US INCORPORATED AND OTHERS
Creditors STATE OF INDIANA
Court MARION COUNTY CIRCUIT COURT, INDIANAPOLIS, IN

Lien - Tax Lien

Filing Date 07/08/2020
Filing Number 12320496
Status Release
Date Status Attained 10/16/2020
Received Date 12/02/2020
Amount US\$ 270,728
Debtors TRANE COMPANY THE, RUSHVILLE, IN
Creditors STATE OF INDIANA
Court MARION COUNTY CIRCUIT COURT, INDIANAPOLIS, IN

Lien - Tax Lien

Filing Date 07/08/2020
Filing Number 12321979
Status Release
Date Status Attained 09/25/2020
Received Date 12/02/2020
Amount US\$ 6,674
Debtors TRANE US INCORPORATED AND OTHERS
Creditors STATE OF INDIANA
Court MARION COUNTY CIRCUIT COURT, INDIANAPOLIS, IN

Lien - Tax Lien

Filing Date 02/20/2020
Filing Number 2470/3411
Status Open
Date Status Attained 02/20/2020
Received Date 03/19/2020
Amount US\$ 3,410
Debtors TRANE US INC, NASHVILLE, TN
Creditors SOUTH CAROLINA DEPARTMENT OF EMPLOYMENT AND WORKFORCE
Court RICHLAND COUNTY REGISTER OF DEEDS, COLUMBIA, SC

Lien - Tax Lien

Filing Date 03/13/2017
Filing Number 2193/2103
Status Open
Date Status Attained 03/13/2017
Received Date 04/12/2017
Amount US\$ 76,060
Debtors TRANE U S INC
Creditors SOUTH CAROLINA DEPARTMENT OF REVENUE
Court RICHLAND COUNTY REGISTER OF DEEDS, COLUMBIA, SC

Suit

Filing Date 03/16/2020
Filing Number 202000301995
Status Pending
Date Status Attained 03/16/2020
Received Date 03/20/2020
Cause Breach Of Contract
Plaintiffs A.A. DUCKETT, INC., GLASSBORO, NJ
Defendant TRANE, PUEBLO, CO
Defendant TRANE U.S. INC., KING OF PRUSSIA, PA
Defendant AND OTHERS
Court PHILADELPHIA COUNTY COMMON PLEAS COURT, PHILADELPHIA, PA

Suit

Filing Date 03/16/2020
Filing Number 202000301995
Status Pending
Date Status Attained 03/16/2020
Received Date 03/20/2020
Cause Breach Of Contract
Plaintiffs A.A. DUCKETT, INC., GLASSBORO, NJ
Defendant TRANE, PUEBLO, CO
Defendant TRANE U.S. INC., KING OF PRUSSIA, PA
Defendant AND OTHERS
Court PHILADELPHIA COUNTY COMMON PLEAS COURT, PHILADELPHIA, PA

Suit

Filing Date 05/28/2019
Filing Number 2019-016336-CA-01

Status	Pending
Date Status Attained	05/28/2019
Received Date	06/01/2019
Plaintiffs	DEAUVILLE HOTEL PROPERTY LLC
Defendant	TRANE USA, INC., MIARAMAR, FL
Defendant	AND OTHERS
Court	DADE COUNTY CIRCUIT COURT, MIAMI, FL

Suit

Filing Date	01/02/2019
Filing Number	201801203530
Status	Pending
Date Status Attained	01/02/2019
Received Date	01/04/2019
Cause	Breach Of Contract
Plaintiffs	HUNTER ROBERTS CONSTRUCTION GROUP, LLC, PHILADELPHIA, PA
Defendant	TRANE U.S., INC., KING OF PRUSSIA, PA
Defendant	AND OTHERS
Court	PHILADELPHIA COUNTY COMMON PLEAS COURT, PHILADELPHIA, PA

Suit

Filing Date	07/29/2015
Filing Number	201500013014
Status	Pending
Date Status Attained	07/29/2015
Received Date	07/08/2016
Plaintiffs	JEWISH COMMUNITY CENTER OF GREATER PITTSBURGH, PITTSBURGH, PA
Defendant	TRANE, PITTSBURGH, PA
Court	ALLEGHENY COUNTY PROTHONOTARY, PITTSBURGH, PA

Suit

Filing Date	10/02/2014
Filing Number	201400904451
Status	Pending
Date Status Attained	10/02/2014
Received Date	07/08/2016
Plaintiffs	SULLIVAN JR., GERALD G, CHICAGO, IL
Defendant	TRANE U.S. INC.
Defendant	AND OTHERS

Court PHILADELPHIA COUNTY COMMON PLEAS COURT, PHILADELPHIA, PA

Suit

Filing Date 03/19/2014

Filing Number 2014CV000423

Status Pending

Date Status Attained 03/19/2014

Received Date 07/08/2016

Plaintiffs VILLAGE OF PLEASANT PRAIRIE, PLEASANT PRAIRIE, WI

Defendant TRANE US INC, LA CROSSE, WI

Defendant AND OTHERS

Court KENOSHA COUNTY CIRCUIT COURT, KENOSHA, WI

UCC Filing - Continuation

Filing Date 08/17/2018

Filing Number 1876644645

Received Date 08/20/2018

Original Filing Date 02/10/2014

Original Filing Number 147398867164

Secured Party WACHOVIA MORTGAGE, FSB FKA WORLD SAVINGS BANK, FSB FKA WORLD SAVINGS AND LOAN ASSOCIATION AND FANNIE MAE, CHARLOTTE, NC

Secured Party WELLS FARGO BANK, N.A., CHARLOTTE, NC

Debtors TODD J. ELMGREN AND BROOKE STROH ELMGREN, CO-TRUSTEES OF THE ELMGREN FAMILY TRUST DATED OCTOBER 16, 2000, OAKLAND, CA

Filing Office SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA

UCC Filing - Original

Filing Date 05/31/2018

Filing Number 2018 3692833

Received Date 07/10/2018

Collateral Account(s) including proceeds and products - Assets including proceeds and products - Machinery including proceeds and products - Computer equipment including proceeds and products - and OTHERS

Secured Party PUBLIC SERVICE ELECTRIC AND GAS COMPANY, NEWARK, NJ

Debtors TRANE U.S. INC., HAMILTON, NJ

Filing Office SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date 05/31/2018

Filing Number 52812503

Received Date 07/03/2018

Collateral	Assets including proceeds and products - General intangibles(s) including proceeds and products - Fixtures including proceeds and products - Equipment including proceeds and products
Secured Party	PUBLIC SERVICE ELECTRIC AND GAS COMPANY, NEWARK, NJ
Debtors	TRANE U.S. INC., HAMILTON, NJ
Filing Office	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ

UCC Filing - Original

Filing Date	10/30/2017
Filing Number	2017 7164371
Received Date	12/01/2017
Collateral	Account(s) and proceeds - Leased Equipment and proceeds
Secured Party	MARLIN BUSINESS BANK, SALT LAKE CITY, UT
Debtors	TRANE U.S. INC., GREENVILLE, SC
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date	09/28/2017
Filing Number	2017 6463753
Received Date	11/03/2017
Collateral	Account(s) and proceeds - General intangibles(s) and proceeds - Chattel paper and proceeds - Leased Equipment and proceeds
Secured Party	BANC OF AMERICA LEASING & CAPITAL, LLC, HUNT VALLEY, MD
Debtors	TRANE U.S. INC.
Debtors	and OTHERS
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date	09/05/2017
Filing Number	2017 5876401
Received Date	10/03/2017
Collateral	Account(s) and proceeds - General intangibles(s) and proceeds - Chattel paper and proceeds - Leased Equipment and proceeds
Secured Party	BANC OF AMERICA LEASING & CAPITAL, LLC, HUNT VALLEY, MD
Debtors	TRANE U.S. INC.
Debtors	and OTHERS
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date	09/05/2017
Filing Number	52394102
Received Date	09/26/2017

Collateral	Account(s) and proceeds - General intangibles(s) and proceeds - Chattel paper and proceeds - Leased Equipment and proceeds
Secured Party	BANC OF AMERICA LEASING &. CAPITAL, LLC, HUNT VALLEY, MD
Debtors	TRANE U.S. INC.
Debtors	and OTHERS
Filing Office	SECRETARY OF STATE/UCC DIVISION, TRENTON, NJ

UCC Filing - Original

Filing Date	07/05/2017
Filing Number	170023207385
Received Date	07/18/2017
Collateral	Negotiable instruments and proceeds - Inventory and proceeds - Account(s) and proceeds - Contract rights and proceeds - and OTHERS
Secured Party	COMMERCE NATIONAL BANK., A BRANCH OF LUBBOCK NATIONAL BANK, LUBBOCK, TX
Debtors	PEARL HOUSTON MEDICAL CENTER LLC, HOUSTON, TX
Filing Office	SECRETARY OF STATE/UCC DIVISION, AUSTIN, TX

UCC Filing - Original

Filing Date	06/07/2017
Filing Number	2017 3744858
Received Date	07/25/2017
Collateral	Account(s) and proceeds - General intangibles(s) and proceeds - Chattel paper and proceeds - Leased Computer equipment and proceeds - Leased Equipment and proceeds
Secured Party	BANC OF AMERICA LEASING & CAPITAL, LLC, HUNT VALLEY, MD
Debtors	TRANE U.S. INC.
Debtors	and OTHERS
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date	06/07/2017
Filing Number	2017 3744684
Received Date	07/25/2017
Collateral	Account(s) and proceeds - General intangibles(s) and proceeds - Chattel paper and proceeds - Leased Computer equipment and proceeds - Leased Equipment and proceeds
Secured Party	BANC OF AMERICA LEASING & CAPITAL, LLC, HUNT VALLEY, MD
Debtors	TRANE U.S. INC.
Debtors	and OTHERS
Filing Office	SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Amendment

Filing Date	04/08/2014
Filing Number	1474064778
Received Date	04/25/2014
Original Filing Date	02/10/2014
Original Filing Number	147398867164
Secured Party	WACHOVIA MORTGAGE, FSB FKA WORLD SAVINGS BANK, FSB FKA WORLD SAVINGS AND LOAN ASSOCIATION AND FANNIE MAE, CHARLOTTE, NC
Secured Party	WELLS FARGO BANK, N.A., CHARLOTTE, NC
Debtors	TODD J. ELMGREN AND BROOKE STROH ELMGREN, CO-TRUSTEES OF THE ELMGREN FAMILY TRUST DATED OCTOBER 16, 2000, OAKLAND, CA
Filing Office	SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA

UCC Filing - Original

Filing Date	02/10/2014
Filing Number	147398867164
Received Date	02/28/2014
Collateral	Negotiable instruments and proceeds - Inventory and proceeds - Accounts receivable and proceeds - Account(s) and proceeds - and OTHERS
Secured Party	WACHOVIA MORTGAGE, FSB FKA WORLD SAVINGS BANK, FSB FKA WORLD SAVINGS AND LOAN ASSOCIATION AND FANNIE MAE, CHARLOTTE, NC
Debtors	TODD J. ELMGREN AND BROOKE STROH ELMGREN, CO-TRUSTEES OF THE ELMGREN FAMILY TRUST DATED OCTOBER 16, 2000, OAKLAND, CA
Filing Office	SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA

The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this report was printed. This information may not be reproduced in whole or in part by any means of reproduction.

There may be additional UCC Filings in D&Bs file on this company available by contacting 1-800-234-3867.

There may be additional suits, liens, or judgments in D&B's file on this company available in the U.S. Public Records Database, also covered under your contract. If you would like more information on this database, please contact the Customer Resource Center at 1-800-234-3867.

If it is indicated that there are defendants other than the report subject, the lawsuit may be an action to clear title to property and does not necessarily imply a claim for money against the subject.

A lien holder can file the same lien in more than one filing location. The appearance of multiple liens filed by the same lien holder against a debtor may be indicative of such an occurrence.

Special Events**SPECIAL EVENTS**

Date	Event Description
02/24/2022	The Chief Executive Officer is now Dave Regnery, CEO.
02/17/2022	Business address has changed from 3600 Pammel Creek Rd, La Crosse, WI, 54601 to 800-e Beaty St, Davidson, NC, 28036.

Financials - D&B

A detailed financial statement is not available from this company for publication.

A detailed financial statement is not available from this company for publication.

D&B currently has no financial information on file for this company

D&B currently has no financial information on file for this company.

D&B currently has no financial information on file for this company

D&B currently has no financial information on file for this company

Company Profile

COMPANY OVERVIEW

D-U-N-S

00-134-4621

Legal Form

Corporation (US)

History Record

Clear

Date Incorporated

03/26/1929

Business Commenced On

1929

State of Incorporation

DELAWARE

Ownership

Not publicly traded

Mailing Address

PO Box 6820
PISCATAWAY, NJ, 08855, UNITED STATES

Telephone

+1 704 655 4000

Website

www.trane.com

Present Control Succeeded

1929

SIC

35850101

NAICS

333415

Employees

6,500

Age (Year Started)

93 Years (1929)

Named Principal

Dave Regnery, CEO

Line of Business

Mfg refrigeration/heating equipment



BUSINESS REGISTRATION

Corporate and business registrations reported by the secretary of state or other official source as of: 2019-08-02
This data is for informational purposes only, certification can only be obtained through the Office of the Secretary of State.

Registered Name	TRANE U.S. INC.
Corporation Type	Corporation (US)
State of Incorporation	DELAWARE
Date Incorporated	03/26/1929
Registration ID	255803
Registration Status	GOOD STANDING

Date Status Attained	03/02/2017
Filing Date	03/26/1929
Where Filed	SECRETARY OF STATE/CORPORATIONS DIVISION
Registered Agent	
Name	CORPORATION SERVICE COMPANY
Address	251 LITTLE FALLS DRIVE, WILMINGTON, DE, 198080000

PRINCIPALS**Officers**

DAVE REGNERY, CEO

Directors

DIRECTOR(S): THE OFFICER(S)

COMPANY EVENTS**The following information was reported on: 02/24/2022**

The Delaware Secretary of State's business registrations file showed that Trane U.S. Inc. was registered as a Corporation on March 26, 1929, under the file registration number 255803. The name was changed from American Standard Inc. to Trane U.S. Inc. by charter amendment on November 8, 2007.

Business started 1929. 100% of capital stock is owned by the parent company.

All of its outstanding common stock is owned by Trane Inc (Formerly : American Standard Companies Inc, name changed in Nov 1994 from ASI Holding Corporation) that was formed in 1988 by Kelso & Company LP to effect the acquisition of American Standard Inc.

On June 5, 2008 Trane was acquired by Ingersoll-Rand for \$10.1 billion.

RECENT EVENTS:.

On July 5, 2012, Mary Beth Martin, Productivity Manager for Americas Accounting, stated that Trane Comfort Solutions, Inc., Piscataway, NJ, has merged with and into Trane U.S., Inc., Piscataway, NJ, last July 1, 2012. With the merger, Trane Comfort Solutions, Inc. has ceased to exist as a legal entity, and all its branches would now operate as Trane U.S., Inc. locations. No further details are available.

DAVE REGNERY. July 2021-present active here.

According to a published report dated May 29, 2009, the Massachusetts Attorney General Martha Coakley's Office has reached an agreement with Trane U.S. Inc, of Piscataway, New Jersey, and its treasurer, David S Kuhl, for violating the Massachusetts Wage and Hour Laws.

As part of the settlement agreement, Trane and Kuhl will pay \$38,000 in restitution to 15 employees who worked on numerous public projects in Massachusetts between Aug 2005 and May 2009. The company and Kuhl also agreed to pay a \$10,000 fine to the Commonwealth for failing to pay the prevailing wage and failing to submit certified payroll records in violation of the law.

Business address has changed from 3600 Pammel Creek Rd, La Crosse, WI, 54601 to 800-e Beaty St, Davidson, NC, 28036.

BUSINESS ACTIVITIES AND EMPLOYEES**The following information was reported on: 02/24/2022****Business Information**

Trade Names	(SUBSIDIARY OF TRANE INC., PISCATAWAY, NJ); TRANE
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Business Information

Description	<p>Subsidiary of TRANE INC., PISCATAWAY, NJ started 1988 which operates as a holding company. Parent company owns 100% of capital stock. Parent company has seven other subsidiary(ies). Intercompany relations: service transactions on a ongoing and continuing basis.</p> <p>As noted this company is a subsidiary of Trane Inc., Piscataway, NJ. DUNS 19-144-4587 and reference is made to that report for background information on the parent company and its management.</p> <p>Manufactures air conditioning, refrigeration or heating equipment, specializing in air conditioning units, complete air conditioning equipment, air conditioning condensers or condensing units and heating equipment. Manufactures fans, blowers and air purification equipment, specializing in commercial or industrial ventilating fans. Manufactures environmental controls, specializing in air conditioning or refrigeration controls. Manufactures electric housewares and fans, specializing in room dehumidifiers.</p> <p>Terms are Net 30 and 60 days. Brands include Trane and American-Standard. Sells to building and construction industries. Territory : International.</p>
Employees	6,500 which includes officer(s). Undetermined employed here.
Financing Status	Secured
Facilities	Leases premises in a multi story steel building.
Location	Central business section on main street.
Related Concerns	

SIC/NAICS Information

Industry Code	Description	Percentage of Business
3585	Mfg refrigeration/heating equipment	-
35850101	Air conditioning units, complete: domestic or industrial	-
35850100	Air conditioning equipment, complete	-
35850401	Air conditioning condensers and condensing units	-
35850300	Heating equipment, complete	-
35640205	Ventilating fans: industrial or commercial	-
38220100	Air conditioning and refrigeration controls	-
36340303	Dehumidifiers, electric: room	-

NAICS Codes	NAICS Description
333415	Air-Conditioning and Warm Air Heating Equipment and Commercial and Industrial Refrigeration Equipment Manufacturing
333415	Air-Conditioning and Warm Air Heating Equipment and Commercial and Industrial Refrigeration Equipment Manufacturing
333415	Air-Conditioning and Warm Air Heating Equipment and Commercial and Industrial Refrigeration Equipment Manufacturing
333415	Air-Conditioning and Warm Air Heating Equipment and Commercial and Industrial Refrigeration Equipment Manufacturing

NAICS Codes	NAICS Description
333413	Industrial and Commercial Fan and Blower and Air Purification Equipment Manufacturing
334512	Automatic Environmental Control Manufacturing for Residential, Commercial, and Appliance Use
335210	Small Electrical Appliance Manufacturing

GOVERNMENT ACTIVITY**Activity Summary**

Borrower(Dir/Guar)	No
Administrative Debt	No
Contractor	No
Grantee	No
Party excluded from federal program(s)	No

Associations

All Credit Files Created from this D&B Live Report

All Credit Files with Same D-U-N-S® Number as this D&B Live Report

ALL CREDIT FILES CREATED FROM THIS D&B LIVE REPORT

Company Name	Type	Status	Date Created
No data found			

ALL CREDIT FILES WITH SAME D-U-N-S® NUMBER AS THIS D&B LIVE REPORT

Company Name	Type	Status	Date Created
TRANE U.S. INC.	Application - #FCLQNBK	Booked	10/09/2014
BRADY PARTS INC 9312227	ACCOUNT - #36032-0089	No Action Recommended	04/02/2015
TRANE PARTS CENTER OF ARKANSAS	ACCOUNT - #34065-0456	No Action Recommended	04/02/2015
DES MOINES TRANE	ACCOUNT - #72610-0456	No Action Recommended	04/02/2015
TRANE HVAC PARTS & SUPPLIES	ACCOUNT - #111753-0456	No Action Recommended	04/02/2015
BRADY PARTS INC 9312227	ACCOUNT - #36032-0457	No Action Recommended	04/02/2015
BRADY PARTS INC 9312227	ACCOUNT - #36032-0456	No Action Recommended	04/02/2015
TRANE COLUMBUS	Application - #FCH9AEC68	Declined	04/27/2015
Trane US Inc	Application - #FCPDDFF88K	Declined	09/21/2015
TRANE COMPANY - WACO PLANT	ACCOUNT - #124380-0456	No Action Recommended	06/27/2016
Trane us inc	Application - #FCNDD8HCGY	Declined	12/13/2016
TRANE COMPANY - DIVISION OF INGERSOLL RAND	Application - #FCN8ALKD4Y	Declined	10/19/2017

Company Name	Type	Status	Date Created
TRANE U.S. INC.	Snapshot D-U-N-S Number 00-134-4621	Saved	10/25/2017
MID MICHIGAN TRANE SERVICE CO	ACCOUNT - #106747-0456	No Action Recommended	08/18/2018
TAMPA BAY TRANE	Application - #FCN6H3XAEX	Declined	12/31/2018
TRANE - INGERSOLL RAND	Application - #FCNYWEL4PB	Approved	03/08/2019
trane technologies	Application - #FCCXAYDWITH	Approved	06/01/2021
TRANE U.S. INC.	Application - #FCC5QYV8NE	Approved	08/16/2021
Trane US Inc	Application - #FCCTPQVYPN	Approved	03/18/2022

Your Information

Record additional information about this company to supplement the D&B information.

Note: Information entered in this section will not be added to D&B's central repository and will be kept private under your user ID. Only you will be able to view the information.

In Folders: [View](#)

Account Number

Endorsement/Billing Reference *

Sales Representatives

Kevin.Celestine@tranetechnologies.com

Credit Limit

Total Outstanding

0

0



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Appendix 3

Exhibit B – Administration Agreement, Example

**Exhibit B
Administration Agreement, Example**

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "**Agreement**") is made this 8 day of July 2022 between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), and Trane U.S. Inc. ("**Supplier**").

RECITALS

WHEREAS, the _____ (the "**Principal Procurement Agency**") has entered into a Master Agreement effective _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "**Master Agreement**"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "**Product**");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "**Public Agencies**"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "**Participating Public Agency**") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the cooperative contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise

communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, “**Personal Information**” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of “personal information” as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party “request to know” or “request to delete” (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners’ behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS’ PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement’s products and services to Public Agencies and such agencies’ employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency’s first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website.

Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of 2 percent (2%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of

Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

Trane U.S. Inc.
800 Beaty Street
Davidson, NC 28036-6924

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.


22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

TRANE U.S. INC.

**NATIONAL
INTERGOVERNMENTAL
PURCHASING ALLIANCE
COMPANY, A DELAWARE
CORPORATION D/B/A OMNIA
PARTNERS, PUBLIC SECTOR**



Signature
Greg Spencer

Name
Strategic Cooperative Program Leader

Title
July 8, 2022

Date

Signature
Sarah Vavra

Name
Sr. Vice President, Public Sector
Contracting

Title

Date



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TRANE
TECHNOLOGIES

Appendix 4

Exhibit F – Federal Funds Certifications

**Exhibit F
Federal Funds Certifications**

**FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT**

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCO's).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Version April 12, 2022

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing—

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;
- or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

- (i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of

Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, 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.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? **YES** ef Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? **YES** ef Initials of Authorized Representative of offeror

(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 CFR 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."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? **YES** ef Initials of Authorized Representative of offeror

(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.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? **YES** ef Initials of Authorized Representative of offeror

(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.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? **YES**  _____ Initials of Authorized Representative of offeror

(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.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? **YES**  _____ Initials of Authorized Representative of offeror

(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)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? **YES**  _____ Initials of Authorized Representative of offeror

(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 government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (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.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals

becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES ef Initials of Authorized Representative of offeror

(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.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES ef Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES ef Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES ef Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? **YES**  Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? **YES**  Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? **YES**  Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: **Trane U.S. Inc.**

Address, City, State, and Zip Code: **800 Beaty Street, Davidson, NC, 28036-6924**

Phone Number: **469-442-6055** Fax Number:

Printed Name and Title of Authorized Representative:
Greg Spencer

Email Address:
gsspencer@trane.com

Signature of Authorized Representative:  Date: **July 8, 2022**

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a bid, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

“Contract” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

Version April 12, 2022

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. REMEDIES

- a. **Standard.** Contracts for more than the simplified acquisition threshold, currently set at \$250,000, 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. See 2 C.F.R. Part 200, Appendix II(A).
- b. **Applicability.** This requirement applies to all FEMA grant and cooperative agreement programs.

2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. **Standard.** 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. See 2 C.F.R. Part 200, Appendix II(B).
- b. **Applicability.** This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- a. **Standard.** Except as otherwise provided under 41 C.F.R. Part 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 Fed. Reg. 12319, 12935, 3 C.F.R. 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 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

- i. **Federally Assisted Construction Contract.** The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
 - ii. **Construction Work.** The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. Applicability.** This requirement applies to all FEMA grant and cooperative agreement programs.
- d. Required Language.** The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a. **Standard.** 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). 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.
- b. **Applicability.** The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.
- c. **Requirements.** If applicable, the non-federal entity must do the following:
 - i. 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.
 - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, 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 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 Copeland Anti-Kickback 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 FEMA.

- iii. 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").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are 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.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- a. Standard. Recipient and subrecipient contracts must 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").
- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor 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). 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 FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, 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. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements*. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation

of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of

\$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. **Standard.** If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity 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 non-Federal entity must comply with the requirements of 37 C.F.R. 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 FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b. **Applicability.** This requirement applies to “funding agreements,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c. **Funding Agreements Definition.** The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. **Standard.** If applicable, contracts must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
- b. **Applicability.** This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. **Suggested Language.** The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

- a. **Standard.** Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and*

Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

- b. **Applicability.** This requirement applies to all FEMA grant and cooperative agreement programs.
- c. **Requirements.**
 - i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. *See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213.* A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. *See 2 C.F.R. § 180.530.*
 - ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.
 - iii. Specifically, a covered transaction includes the following contracts for goods or services:
 - 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - 2. The contract requires the approval of FEMA, regardless of amount.
 - 3. The contract is for federally-required audit services.
 - 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. **Suggested Language.** The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2

C.F.R. § 180.935).

- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C 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.

10. BYRD ANTI-LOBBYING AMENDMENT

- a. Standard. 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 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 Federal awarding agency.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient who in turn will forward the certification(s) to the awarding agency.

- d. **Required Certification.** If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING


Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of 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 undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Trane U.S. Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



 Signature of Contractor's Authorized Official
Greg Spencer

Name and Title of Contractor's Authorized Official

July 8, 2022

Date

11. PROCUREMENT OF RECOVERED MATERIALS

- a. **Standard.** 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. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. **Applicability.** This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- c. **Requirements.** The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by 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.
- d. **Suggested Language.**
 - i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
 - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

12. ACCESS TO RECORDS

- a. **Standard.** All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

13. CHANGES

- a. **Standard.** To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. **Applicability.** FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

14. DHS SEAL, LOGO, AND FLAGS

- a. **Standard.** Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. **Applicability.** FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

15. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. **Standard.** The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. **Applicability.** FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

16. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. **Standard.** FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. **Applicability.** FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

17. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. **Standard.** Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. **Applicability.** FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: Trane U.S. Inc.

Address, City, State, and Zip Code: 800 Beaty Street, Davidson, NC, 28036-6924

Phone Number: 469-442-6055 Fax Number: _____

Printed Name and Title of Authorized Representative:
Greg Spencer

Email Address: gsspencer@trane.com

Signature of Authorized Representative:  _____

Date: July 8, 2022



TRANE[®]

TRANE
TECHNOLOGIES

Appendix 5

Exhibit G, New Jersey Business Compliance

Exhibit G
New Jersey Business Compliance

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the IFB. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

- DOC #1 Ownership Disclosure Form
- DOC #2 Non-Collusion Affidavit
- DOC #3 Affirmative Action Affidavit
- DOC #4 Political Contribution Disclosure Form
- DOC #5 Stockholder Disclosure Certification
- DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran
- DOC #7 New Jersey Business Registration Certificate
- DOC #8 EEOAA Evidence
- DOC #9 MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Trane U.S. Inc. New Jersey Branch

Organization Address: 19 Chapin Road Building B Suite 200, Pine Brook NJ 07058

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**


Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Christopher Baker	Title:	Area General Manager Trane New Jersey
Signature:		Date:	7/18/22

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

Meeting Date: 05/14/2024 Item #11.

State of New Jersey
County of Morris

ss:

I, Christopher Baker residing in Pine Brook
(name of affiant) (name of municipality)
in the County of Morris and State of New Jersey of full
age, being duly sworn according to law on my oath depose and say that:

I am Area General Manager New Jersey of the firm of Trane U.S. Inc. New Jersey Branch
(title or position) (name of firm)

the bidder making this Proposal for the bid

entitled Racine County, RFB-RC2022-1001-0-2022/DM, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement,
participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in
connection with the above named project; and that all statements contained in said proposal and in
this affidavit are true and correct, and made with full knowledge that

Racine County relies upon the truth of the statements contained in said Proposal
(name of contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such
contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent
fee, except bona fide employees or bona fide established commercial or selling agencies maintained by
Trane U.S. Inc.

Subscribed and sworn to

before me this day

[Handwritten signature]

Signature

July 18th, 2022

Christopher Baker

(Type or print name of affiant under signature)

Morris County, NJ
Notary public of

My Commission expires 1/6/25

(Seal)



**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: Trane U.S. Inc. New Jersey Branch
Street: 19 Chapin Road, Building B Suite 200
City, State, Zip Code: Pine Brook, New Jersey 07058

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; **Provided on the following page.**

OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over \$50,000 Total Project Cost:

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.
- B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

7/18/22

Date



Christopher Baker, Area General Manager Trane New Jersey

Authorized Signature and Title

Certification **8895**

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Jan-2022** to **15-Jan-2025**

TRANE U.S. INC.
19 CHAPIN ROAD, BLDG. B STE 200
PINE BROOK NJ 07058



Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
State Treasurer

**P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

***It is the policy of Trane U.S. Inc. to comply with all laws of the U.S. and certain other countries that set strict limits on contributions by corporations to political parties and candidates. Trane U.S. Inc. chooses to focus corporate charitable contributions on non-political areas of interest. Trane U.S. Inc. and its subsidiaries do not support contributions to, nor does it sponsor employee involvement with, political organizations, candidates, public office holders, fraternal or labor organizations, or any cause that is inconsistent with the letter and spirit of the company's Code of Conduct and values. Employees may not make any direct or indirect political contribution or expenditure on behalf of Ingersoll Rand or any of its related companies, unless authorized in writing by Ingersoll Rand's Government and Public Affairs Office or the Ethics and Compliance Group.**

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.


Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 18 day of July, 2022

(Notary Public)

My Commission expires: _____



K. Hauser

K. Hauser

(Affiant)

Kristin Hauser, Contracting Project Administrator

(Print name & title of affiant)

(Corporate Seal)

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

Meeting Date: 05/14/2024 Item #11.

BID SOLICITATION # AND TITLE: Racine County, RFB-RC2022-1001-0-2022/DM

VENDOR NAME: Trane U.S. Inc. New Jersey Branch

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran.

CHECK THE APPROPRIATE BOX

[X] I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

[] I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities
Duration of Engagement
Anticipated Cessation Date

*Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature
Christopher Baker
Print Name and Title

7/19/2022
Date

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>

Provided on following page



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	TRANE U.S. INC.
Trade Name:	
Address:	1 CENTENNIAL PLAZA PO BOX 6820 PISCATAWAY, NJ 08855-6820
Certificate Number:	0091327
Effective Date:	January 09, 1939
Date of Issuance:	July 14, 2015

For Office Use Only:
20150714091648948

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report **Provided on following page**
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:

https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf

for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Christopher Baker

Title: Area General Manager Trane New Jersey

Signature: 

Date: 7/18/22

Certification **8895**

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Jan-2022 to 15-Jan-2025**

TRANE U.S. INC.
19 CHAPIN ROAD, BLDG. B STE 200
PINE BROOK NJ 07058



Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
State Treasurer

DOC #9
MACBRIDE-PRINCIPLES



STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: RFB-RC2022-1001-0-2022/DM

VENDOR/BIDDER: Trane U.S. Inc.

**VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS
AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

The Vendor/Bidder has no business operations in Northern Ireland; or

OR

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

7/18/22

Signature

Date

Christopher Baker, Area General Manager Trane New Jersey

Print Name and Title

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
TRANE U.S. INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
800-E BEATY STREET

6 City, state, and ZIP code
DAVIDSON, NC 28036

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-						
--	--	--	--	---	--	--	--	--	--	--

or

Employer identification number

2	5	-	0	9	0	0	4	6	5
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person 

Date ▶ 1/4/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



Duane McKinney

Purchasing Coordinator
730 Wisconsin Avenue
Racine, WI 53403
262-636-3700
fax: 262-636-3763
duane.mckinney@racinecounty.com

August 4, 2022

Mr. Greg Spencer
Trane U.S. Inc.
800 Beaty Street
Davidson, NC 28036-6924

Dear Mr. Spencer:

On behalf of Racine County, I would like to formally congratulate Trane U.S. Inc. on being selected to provide HVAC Products, Installation, Labor Based Solutions and Related Product and Services for Racine County and other municipal governments and local public agencies.

Racine County is in the process of preparing a contract to be signed by the required representatives of Racine County and Trane U.S. Inc. Shortly, a draft contract will be forwarded for your review. Upon completion, the final contract will be forwarded for your signature.

Again, congratulations on the award.

If you have any questions, please feel free to contact me at (262) 636-3700.

Sincerely,

Duane McKinney

Duane McKinney
Purchasing Manager

June 15, 2022

Dear Prospective Bidder:

You are invited to submit a bid to provide HVAC Products, Installation, Labor Based Solutions, and Related Products and Services for Racine County and other municipal governments and local public agencies. A copy of this solicitation is available for download at: <https://www.racinecounty.com/departments/finance/purchasing-rfps-and-bids>. Submitted bids are due on or before 1:00 p.m. CST on Thursday July 21, 2022, you must submit electronically online using the DemandStar application at www.DemandStar.com. Late bids will not be accepted.

Bids must be submitted electronically online using the DemandStar application at www.DemandStar.com. The terms 'Firms', 'Suppliers', 'Contractors', 'Offeror', 'Vendor', 'Respondent', and/or 'Bidder' may be used interchangeably.

General questions regarding this solicitation should be directed to Duane McKinney at (262) 636-3700 or via email at Duane.McKinney@racinecounty.com.

Technical questions should be submitted via email to Duane McKinney, Purchasing Manager, at Duane.McKinney@racinecounty.com.

No other Racine County employee or representative is authorized to provide information or interpret any portion of this solicitation. No contact from a vendor to any Racine County employee or elected official should be made during this process unless authorized by Racine County Finance Department.-Purchasing Division.

If your firm chooses not to submit a response for this procurement, please complete Attachment E – No Bid Form.

RACINE COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS; TO WAIVE ANY TECHNICALITY OR ERROR IN ANY BID OR PART THEREIN, AND TO ACCEPT THE SAME OR COMBINATIONS, IN WHOLE OR IN PART, WHICHEVER IS DEEMED TO BE IN THE BEST INTEREST OF RACINE COUNTY IN ITS SOLE AND EXCLUSIVE DISCRETION.

Sincerely,

Duane McKinney
Racine County Purchasing Manager

Encl: Bid Package

**INVITATION FOR BID
IFB # RC2022-1001**

**HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS, AND
RELATED PRODUCTS AND SERVICES**

I. PROJECT OVERVIEW

Racine County is accepting bids for HVAC Products, Installation, Labor Based Solutions, and Related Products and Services. The Master Agreement will allow government agencies to purchase the products and services defined herein, in indefinite quantities on an as-needed basis. Participating Public Agencies may have different requirements and they may choose to sign supplemental agreements with the Awarded Bidder(s) to conform to their purchasing and contracting requirements.

A. STEP-ONE

For the first step of the bidding process, Bidders will submit their sealed bid with all requested information, to include Certification of Vendor, and Attachment C – Bid Form by the due date and time outlined in this IFB. After the due date and time, all Bids will be reviewed to determine if they are responsive, responsible, and meet the minimum requirements. Each Bidder determined to be responsive, responsible, and qualified shall be deemed to be a “Responsible Bidder”.

B. STEP-TWO

For the second step of the bidding process, Racine County will distribute to each Responsible Bidder the Sample Project Forms, which have already been prepared and are actual (hypothetical) projects. When completing the Sample Project Form, Responsible Bidders are required to USE THE SAME LINE ITEM PRICING from Attachment C – Bid Form and apply them to the Sample Projects Forms to be supplied upon identification of a Responsible Bidder(s) in the first step; a reduction in price for the sample projects outlined in a Responsible Bidder’s Sample Project Form will not be allowable. The final basis for award to the lowest responsible Bidder(s) will result from the lowest total dollar amount of the combined sample projects.

II. INSTRUCTION TO BIDDERS

A. SCHEDULE

Issuance of Bid:	Wednesday June 15, 2022
Virtual Only Non-Mandatory Pre-Bid Meeting:	Wednesday June 29 at 10am (CST), 2022
Deadline for Bidder Questions:	Wednesday June 29, 2022 by 5pm (CST)
Addendum/Questions Answered for Solicitation:	Wednesday July 6, 2022
Bid Due Date:	Thursday July 21, 2022 by 1pm (CST)

B. BIDDER'S QUESTIONS

Bidders are reminded to **carefully** examine the bid packet and specifications upon receipt. If the Bidder does not fully understand the Invitation for Bid (IFB) or is in doubt as to the County's ideas or intentions concerning any portion of the IFB, any/all questions shall be submitted in writing to Duane McKinney, Purchasing Manager by 5:00 p.m. on Wednesday June 29, 2022, either by fax or e-mail for interpretation or correction of any printed material:

Fax: 262-636-3763

E-mail: Duane.McKinney@racinecounty.com

No verbal explanation or instructions will be given in regard to the meaning of the specifications during the response period. If necessary, in Racine County's sole discretion, answers to questions will be provided to all specification holders in the form of an addendum. Any addendum will include a list of each question received and Racine County's response as of the date of the addendum.

C. ADDENDA

Any changes made to the Invitation to Bid after posting will be issued via addenda to all prospective bidders and if necessary, an extension will be made to the Bid Due Date. The original Invitation to Bid and any addenda will be posted to the Racine County Website <https://www.racinecounty.com/departments/finance/purchasing-rfps-and-bids>. Bidders are responsible for checking this website for any future addenda prior to the opening date. All addenda must be signed and returned with your submitted bid as specified in the addenda. Bidders who do not return the addenda may have their bids rejected.

If a vendor receives a bid packet from any source or entity other than the Racine County Purchasing Department, the Bidder is responsible for contacting the Racine County Purchasing Department and requesting the firm's name be put on the response list for the project. Failure to do so in no way obligates the County to send out addendum or other information concerning this request to the firm.

D. VIRTUAL ONLY NON-MANDATORY PRE-BID MEETING

A non-mandatory (virtual only) pre-bid meeting will be held on Wednesday June 29, 2022 at 10am local time held by phone. Due to COVID, Bidders should register for the meeting by Tuesday June 28, 2022 with Duane via above email or (262) 636-3700, to obtain the dial in information.

While non-mandatory, it is strongly encouraged for Bidders to attend the pre-bid meeting. Oral statements or discussions during the pre-bid meeting will not be binding. Any questions should be submitted in writing per item B. of this Section. Changes, if any, will only be made in writing via Addenda as described in item C. Addenda.

The purpose of this meeting will be to clarify the contents of this IFB in order to prevent any misunderstandings of the IFB. Any doubt as to the requirements of this IFB or any apparent omission or discrepancy should be presented to Racine County at this

conference. Racine County will then determine the appropriate action necessary, if any, and may issue a written addendum to the IFB. Oral statements or instructions will not constitute an addendum to this IFB. No other Racine County employee or representative is authorized to provide information or interpret any portion of this solicitation. Contact to any Racine County employee or elected official regarding this IFB during this process is prohibited unless authorized by the Racine County Purchasing Manager.

E. METHOD OF BID

Bidders must submit their bids using the Bid Form documents attached to this IFB and incorporated herein as Attachment C and shall submit all other information and materials required by this IFB. Bids written in pencil or in a format other than the attached forms will be rejected. Erasures or corrections of mistakes on forms submitted shall be initialed or signed by Bidder. Failure to meet any requirements listed in this solicitation document may be cause for disqualification of the bid.

Any information considered to be proprietary by a Bidder must be plainly marked as such and may not include pricing. Racine County makes no warranty or representation as to the application of the Wisconsin Public Records Law (Wis. Stat. § 19.31, et seq.)(the “WPRL”) to any documents and information submitted in response to this IFB. Each copy of the response shall include the Certification of Vendor page and acknowledgement of addendum(s) **if any**. A legally authorized representative of the Bidder will sign the Certification of Vendor page.

F. INCURRING COSTS

Racine County shall not be liable for any costs incurred in replying to this IFB.

G. ADDITIONAL DATA WITH BID

Bidders may include any additional information deemed advantageous to Racine County. Consideration of additional data and information is to be held optional to Racine County however if an award is made, it will be awarded as outlined in Section D Award under Part V. Award Information.

H. DUE DATE

You must submit electronically online using the DemandStar application at www.DemandStar.com of your bid is to be received by **1:00 p.m. (CST) Thursday July 21, 2022**, in the offices of the Racine County Purchasing Division. Bids received after 1:00 p.m. central time as dictated by www.time.gov shall be considered late and will not be accepted. Late bids will not be accepted. Faxes will not be accepted.

Any Bid received by the County after this date and time will not be accepted. Bidders are responsible for ensuring that the above office receives its Bid before the deadline. All Bids will be reviewed and evaluated as described in Part V. Award Information

I. WITHDRAWAL OF BIDS

Bids may be withdrawn on written or electronic request received from Bidder prior to time and date fixed for bid opening if the bid contains a mistake, omission, or error. Subject to Wis. Stat. § 66.0901(5), negligence on the part of the Bidder in preparing their bid confers no right for withdrawal of the bid after it has been opened. Bids that are withdrawn prior to the time and date set for bid opening will be returned unopened and the Bidder may not re-submit a bid to this solicitation unless no contract is awarded under this IFB and the IFB is re-advertised.

J. AMENDMENTS TO BIDS

Subject and pursuant to Wis. Stat. § 66.0901(5), each Bidder will be allowed a period of forty-eight (48) hours after the time and date set for receipt of responses to notify the County in writing of a material mistake in the bid. However, no changes to the line item prices in Bid Form, included as part of this bid, are permitted after sealed bids are accepted by the due date and time outlined in this IFB. Failure of Bidder to notify the County in the manner and within the time limit specified above will constitute a waiver by the Bidder of all rights and remedies relative to a material mistake.

Formal bid amendments thereto or requests for withdrawal of bid received by Racine County after time specified for opening will not be considered.

K. BIDS BINDING 90 DAYS

Unless otherwise specified, all formal responses submitted shall be binding for ninety (90) calendar days following the bid opening date.

II. **TERMS AND CONDITIONS**

A. GENERAL TERMS AND CONDITIONS

The successful Bidder(s) (the “Contractor”) agrees to all of Racine County’s General Terms and Conditions located at <https://racinecounty.com/home/showdocument?id=11726> and incorporated by reference herein.

B. INSURANCE

1. Requirement

Contractor shall procure and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

2. Minimum Limits of Insurance

Each vendor shall obtain insurance at the following minimum limits:

- General Liability

- \$1,000,000 each occurrence
- \$1,000,000 personal and advertising injury
- \$2,000,000 general aggregate
- \$2,000,000 products and completed operations aggregate
- Umbrella Liability Insurance on a following form basis
 - \$4,000,000 each occurrence
 - \$4,000,000 aggregate
 - Any combination of underlying coverage and umbrella equaling \$5,000,000 shall be acceptable.
- Workers Compensation Statutory Limits plus:
 - \$100,000 E.L. Each Accident
 - \$100,000 E.L. Disease Each Employee
 - \$500,000 E.L. Disease Policy Limit

The following applies to all policies:

- The county is named as an additional insured on the general liability, automobile, and umbrella policies.
- All insurance must be placed with an insurance company with a minimum AM Best Rating of A- VII
- The insurers shall agree under each required policy of insurance to waive all rights of subrogation against the insured parties for losses arising from work performed by the Contractor for Racine County.

The making of progress payments to the Contractor shall not be construed as relieving the Contractor or its subcontractors or insurance carriers providing the coverage described herein for responsibility for loss or direct physical loss, damage or destruction occurring prior to final acceptance of the Work.

3. Deductibles and Self-Insured Retention

Any deductibles or self-insurance retentions must be declared to and approved by Racine County so that the County may ensure the financial solvency of the Contractor. At the option of the County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Contractor shall pay all deductibles and be liable for all claims, losses and damages for which it self-insures.

4. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability, Automobile Liability, and Umbrella/Excess Insurance
 - a. Additional Insured Requirement. Racine County, its elected and appointed officials, officers, boards, commissions, officers, employees, representatives, servants, volunteers and agents (hereinafter referred to as "Insured Party" or "Insured Parties") are to be **covered as additional insureds** as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, leased, or used by the

Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require the Contractor to provide liability insurance coverage to the any Insured Party for claims asserted against such Insured Party for its sole negligence.

- b. Primary Insurance Requirement. The Contractor's insurance coverage shall be primary and noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of the Contractor's insurance and shall not contribute with it.
- c. Reporting Requirement. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.
- d. Separate Coverage. Coverage shall state that the Contractor's insurance shall apply separately to each Insured Party against whom claim is made or suit is brought.
- e. Defense Costs/Cross Liability. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.

5. Workers' Compensation and Employers Liability Coverage

The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. The insurer shall agree to waive all rights of subrogation against Racine County, and its officers, officials, employees and volunteers for losses arising from the work performed by the Contractor for Racine County.

6. Waiver of Subrogation

The insurers shall agree under each policy of insurance required by this Contract to waive all rights of subrogation against the Insured Parties for losses arising from work performed by the Contractor for Racine County.

7. All Coverages

1. Notice Requirement.

Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Racine County Courthouse, Purchasing Department, 730 Wisconsin Avenue, Racine WI 53403. The County reserves the right to accept alternate notice terms and provisions provided they meet the minimum requirements under Wisconsin law.

2. Acceptability.

The insurance to be maintained by Contractor must be issued by a company licensed or approved to transact business in the State of Wisconsin. Such insurance shall be placed with insurers with a Best's Policyholder's Rating of "A" or better and with a financial rating of Class VII or greater, or be otherwise acceptable to Racine County. All policies shall be subject to approval by the Racine County Corporation Counsel as to form and content.

3. Failure of Insurers.

The Contractor shall be responsible for any delay resulting from the failure of any insurer to furnish proof of coverage in the prescribed form.

8. Verification of Coverage

Prior to execution of the contract, Contractor shall furnish Racine County with certificates of insurance and endorsements to the policies evidencing all coverages required by this Contract. Additionally, the declarations page for each insurance policy listed on the certificate of insurance shall be submitted to the County. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates shall reference the contract and provide for thirty (30) days advance notice of cancellation or non-renewal during the term of the contract. Racine County reserves the right to require complete, certified copies of all required insurance policies at any time. The contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

9. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the Insured Parties as additional insureds. The Contractor shall not allow any subcontractor to commence work until the aforementioned requirements are met.

C. USE OF PREMISES

The Successful Bidder(s), also referred to as Contractor, shall confine their equipment, the storage of materials and the operations of their work persons to the limits of the work area or in accordance with the directions of the County, laws, ordinances and permits, and shall not unreasonably encumber the premises with their materials. All construction materials, shelter, vehicle parking and storage shall be confined to site. Locations of such storage shall be approved in advance by the County.

The Contractor is responsible for any damage done to the building structure, existing hallways, doors etc., that is not part of the scope of work and was damaged during the construction period by the Contractor.

The County shall have the right to use or occupy the premises and use the whole or any part of the work area as is possible without interference with the work prior to its final acceptance. Such use is not to be taken as an acceptance by the County of the whole or any part of the work performed under this contract.

The Contractor is responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and municipal laws, codes, and regulations in connection with the prosecution of the work without additional expense. The Contractor is similarly responsible for all damages to persons or property that occurs because of their fault or negligence. The Contractor shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor is also responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction previously accepted.

D. LIEN WAIVERS

If Contractor requires multiple payments, all requests will be only for work completed at date of application. Lien Waivers will be provided.

All necessary lien waivers are required with each request for payment. Lien waivers for first pay request total may be submitted at time of second pay request only if approved by Owner. Accurate sequencing henceforth will be followed. Final lien waivers will be processed and ready for distribution to Owner prior to final payment being processed.

All Lien waivers will contain the following language, clearly typed:

“Except for retainage, if applicable, there are no outstanding Claims made against the Owner and/or its lenders and guarantors, or the Project, in connection with the work performed in the construction of the Project through the Period Date, except as set forth in Exhibit A attached hereto, if any, and no such claims set forth on Exhibit A have been included in the Application for Payment dated as of the Application Date.”

E. BONDS

1. PERFORMANCE & PAYMENT BONDS

When required by the Participating Public Agency, the Contractor shall furnish a Performance Bond and Labor and Materials Payment Bond covering the faithful performance of the contract and the payment of all obligations arising there under and complying with the requirements of Wisconsin’s law or the applicable state of the Participating Public Agency. Both bonds shall be in the amount of one hundred percent (100%) of the contract amount and shall name the Participating Public Agency as an obligee. Companies issuing bonds must be licensed to write bonds in the state of the Participating Public Agency. The Contractor shall pay premiums for required bonds. Obtaining of bonds by the Contractor shall be a condition precedent to effectuation of the Master Agreement between the Participating Public Agency and Contractor. If additional work is authorized, the amount of the bonds shall be increased to cover the value of the increased contract sum.

F. PERMITS, CODES AND ORDINANCES

Contractor shall, at his own expense, obtain all necessary permits and licenses and comply with municipal and State laws, ordinances, and regulations.

Should any change in the plan and scope of work be required to conform to law and /or ordinances, Contractor shall notify the County before submitting his quote. After entering a contract, the Contractor shall be held to complete all work necessary to meet the above local requirements without extra expense to the County.

G. STANDARDS AND JOB SITE SAFETY

Contractor shall perform all work in accordance with the best present-day practices and conform and test in accordance with the applicable sections of the latest revisions of the codes and standards listed in the scope of work. In the event of a conflict between the referenced codes, standards, scope of work and plans, the one establishing the most stringent requirement will be followed.

Contractor shall be totally responsible for initiating, instituting, enforcing, maintaining, and supervising all safety precautions and job site safety programs in connection with the work. The Contractor shall take all reasonable precautions for the safety of all its employees and all other persons who may be on the job site. In that regard, Contractor shall comply with all applicable Federal, State, and local laws, ordinances, rules and regulations and order of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. Contractor shall erect and maintain as required by existing conditions and the progress of the work, all reasonable safeguards for safety and protection, including posting of danger signs and other warnings against hazard, promulgating safety regulations and notifying owners and users of adjacent utilities. County does require that Contractor comply, at a minimum, with the safety regulations of County as set out in the scope of work for this contract, to protect County's employees who may be on the job site.

Enactment of safety precautions and regulations; placement and provision of safety material, barricades, etc.; and use or provision of all required safety equipment shall be the sole responsibility of the Contractor whose employees or subcontractors are exposed to the applicable hazard or whose work endangers surrounding persons, property, equipment, contractors, etc.

H. INSPECTION/CLOSE OUT PROCEDURES

All materials used and all work completed by the Contractor shall be always subject to the examination, observation, and approval of the County.

At their discretion, the County shall have the authority to suspend work that does not comply with plans and scope of work and reject non-complying work and materials provided, however, that the failure of such inspector to reject non-complying work and material shall not constitute a waiver by the County of any rights of the County.

For final acceptance, the County shall inspect the work included in the contract as soon as practical after notification by the Contractor that such work has, in their opinion, been completed and final cleanup has been performed. Should the inspection disclose any

work, in whole or in part, as being unsatisfactory, the County will give the Contractor the necessary instructions for correction of the same, and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection provided the work has been satisfactorily completed.

I. BIDDER SUPPLIED DOCUMENTATION AND MATERIALS; CONFIDENTIALITY

All Bidder-supplied materials, including the Bidder's Bid, become the property of Racine County.

Bidder acknowledges that Racine County is an "authority" for the purposes of the WPRL. Any information obtained by Racine County is considered public records and will be subject to disclosure under the WPRL, except for information falling within one of the exemptions therefrom. Racine County is required to and shall comply with the WPRL in relation to any records, documents and information related to its dealings and relationship with the Bidder. Nothing in the Master Agreement shall be deemed or construed as a limitation on Racine County's discretion relating to compliance with the WPRL or other applicable law.

Notwithstanding the foregoing, if any of the material a Bidder provides is confidential or is a proprietary trade secret, Bidder may mark that material with a "Confidential" stamp. While Racine County will attempt to keep such information confidential, as an authority, it cannot guaranty that it will remain confidential. Racine County will endeavor to inform Bidders of a public records request to view or obtain such information. Any Bidder may contest such a request at its sole expense. Racine County assumes no responsibility for any liability whatsoever in relation to its compliance with the WPRL.

J. AFFIRMATIVE ACTION; NON-DISCRIMINATION

Racine County is committed to fulfilling its role as an Affirmative Action/Equal Opportunity Employer. We request your vigorous support of our Affirmative Action efforts. Our relationship with your agency is based upon your willingness to accept and comply with Executive Order 11246, as amended, and other federal laws requiring equal employment opportunity without regard to race, religion, color, national origin, sex, disability or veteran status. By signing the Certification of Vendor, you indicate your acceptance and compliance.

In connection with the performance of work awarded under this IFB, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. § 51.01(5)(a), sexual orientation as provided in Wis. Stat. § 111.36, national origin, or military service as provided in Wis. Stat. § 111.355(1). This provision shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor further agrees to take affirmative action to ensure equal employment opportunities. The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause (Wis. Stat. § 16.765 (2)).

K. NATIONAL CONTRACT

Subject to its fiduciary and statutory obligations, Racine County, as the Principal Procurement Agency, defined in Attachment D – National Cooperative Contract to be Administered by OMNIA Partners, has partnered with OMNIA Partners, Public Sector (“OMNIA Partners”) to make the resultant contract (also known as the “Master Agreement” in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. Racine County is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a “Participating Public Agency”) and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Attachment D – National Cooperative Contract, or as otherwise agreed to. Attachment D – National Cooperative Contract contains additional information about OMNIA Partners and the cooperative purchasing agreement.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries and affiliates, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education, and the private sector. With corporate, pricing and sales commitments from the Vendor, OMNIA Partners provides marketing and administrative support for the Contractor that directly promotes the Contractor’s products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Contractor benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Contractor’s need to respond to additional competitive solicitations. As such, the Contractor must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Contractor and respond to the OMNIA Partners documents (Attachment D).

While no minimum volume is guaranteed to the awarded Contractor(s), the estimated annual volume of HVAC Products, Installation, Labor Based Solutions, and Related Products and Services purchased under the Master Agreement through OMNIA Partners is approximately \$500M. This projection is based on the current annual volumes among the Racine County and other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and

volume growth into other Public Agencies through a coordinated marketing approach between the awarded Bidder(s) and OMNIA Partners.

The successful Bidder(s) will be required to sign Attachment D – National Cooperative Contract to be Administered by OMNIA Partners, Exhibit B – Administration Agreement. Contractors should have any reviews required to sign the document prior to submitting a response.

Notwithstanding the foregoing, Racine County makes no representation or warranty concerning the use of the Master Agreement by any other Participating Public Agency.

III. HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS, AND RELATED PRODUCTS AND SERVICES

The requirements identified in this section represent the products and services currently being used and are the basis for the resulting contract. The following specifications are minimum acceptable requirements. Bid specifications may not be revised without an official written addendum issued by the Purchasing Coordinator.

A. DESCRIPTION OF WORK

The expected outcome of this IFB is to enter into a contractual relationship with a business partner(s) who will provide a comprehensive selection of HVAC products and solutions, including complete turn-key services. Vendors are to provide a broad selection of HVAC EQUIPMENT, INSTALLATION, LABOR BASED SOLUTIONS, AND RELATED PRODUCTS AND SERVICES. The intent of this IFB is to provide Participating Public Agencies with products, services and turn-key solutions to meet their various needs. Therefore, the Vendors should have demonstrated experience in providing similar Products and Services as defined in this solicitation, including but not limited to:

1. HVAC Equipment and Products: This includes, but is not limited to, all commercial equipment such as chillers: air-cooled chillers, water-cooled chillers, compressor chillers, ancillary chiller water plant equipment and absorption liquid chillers; unitary systems that combine heating, cooling and fan sections: rooftop systems, split systems, self-contained systems and water source heat pumps; air handling systems: performance air handlers, blower coil air handlers, make-up air gas heating systems, air handler options and air cleaning options; terminal devices: unit heaters, unit ventilators, fan coil units, ventilation fans and variable air volume; ductless variable refrigerant volume units; dedicated outdoor air systems; replacement coils; automation equipment; parts and aftermarket products and any other HVAC products offered by Bidder.
2. Installation and Services: This includes, but is not limited to, any installation of new equipment, maintenance of existing systems, upgrading of existing infrastructure, turn-key services and any other installation and services offered by Bidder.
3. Related Products, Solutions, and Other Services: This includes, but is not limited to, new, and/or retrofitting older products and solutions, HVAC equipment controls, ancillary services, thermostats, sensors, energy programs, design and analysis tools, commissioning, building management and/or certifications, enterprise management, rental and lease services, financial services, training and/or educational services, municipal services, and any other

related products and services offered by Bidder.

B. TERM

The term of the Master Agreement will be for five (5) years following the contract award date with the option to review for one (1) additional five (5) year period. The anticipated full term of the contract is ten (10) years. The awarded Bidder(s) shall have the right to enter local “service” agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) subject to the discretion of the Participating Public Agency. Any job orders, project agreements, or maintenance agreements executed against the Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.

Racine County may terminate the Master Agreement without penalty due to the non-appropriation of funds, or for cause or convenience in accordance with the procedures set forth in the Master Agreement.

Participating Agencies commonly require a modification to a term of the Contract (e.g., governing law). The awarded Bidder and Participating Agencies may agree to modify terms on any specific purchase by a Participating Agency without being in conflict with the Contract.

C. PRICING

Labor rates should be based on regional and national rates. The Awarded Bidder may submit requests for labor rate increases on an annual basis, sixty (60) days prior to the anniversary contract date. Price increase requests are not automatic and must be approved by Racine County. The request for a change in the rate outside of the anniversary contract date shall include: (1) the cause for the adjustment and (2) the amount of the change requested with documentation to support the requested adjustment (i.e.: appropriate Bureau of Labor Statistics index).

The pricing structure, or percent discount for product pricing should remain fixed for the term of the contract.

The Awarded Bidder agrees to offer all future product and service introductions at similar pricing as that offered through this solicitation and contract.

D. ALTERNATIVE COSTING METHOD

If a project requires products and services that are not covered on the Bid Form or if a product or service is required that is more appropriate to be custom designed and manufactured to meet an individual project site’s conditions and/or provided for a unique application or project, the Contractor may use the alternative costing method as follows:

The Contractor will be required to:

Obtain three (3) written cost proposals from local providers:

- Use the most advantageous cost proposals;
- Apply the discount as submitted on the Response Form; and
- All products and services falling under this category must be submitted in advance and approved by the Participating Public Agency prior to being included in any quote or proposal from the Contractor.

E. PRICE LIST FOR ADDITIONAL PRODUCTS

The intent is to enter into a Master Agreement for a complete line of HVAC products, installation, labor based solutions, and related products and services. Therefore, in addition to specific line items listed on the pricing schedules, Bidders are encouraged to provide Manufacturer's Price Lists for additional related products including green products as well as current catalogs and price lists. Bidders shall attach to the Bid Form one (1) copy of one (1) price list or retail price sheet, clearly marking the column to which the discount is applied for each item listed. Manufacturer's Price Lists shall be the currently published National Standard Manufacturer's Price Lists. The Bidder's Retail Price Sheets shall be the current Price Sheet at the time of bid submission. Bidders shall quote the percentage of discount from the Manufacturer's Price List or Retail Price Sheet cited above and shall furnish a copy of same with the bid submission. Discounts must be stated as a single percentage. FAILURE TO PROVIDE THE MANUFACTURER'S PRICE LIST OR RETAIL PRICE SHEET MAY BE CAUSE FOR REJECTION OF THE BID. When award is made, current catalogs and price lists provided by the Bidder shall become a part of the contract. The Bidder's name and address shall appear on all catalogs and price lists. Where the price list shows more than one (1) column of prices, Bidder shall clearly mark the column which represents its bid. If a fee or charge is to be made, it should be indicated on the Bid Form.

F. SPECIAL OFFERS AND PROMOTIONS

In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor may offer Participating Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.

IV. BID SUBMITTAL INSTRUCTIONS

To adequately review bids uniformly and objectively, all bids should be submitted according to the format detailed below. The bid should be prepared simply and economically, providing straightforward and concise information as requested. Use of existing materials, brochures and other standard preprinted materials containing information responsive to the requests in the solicitation, if available, are encouraged as a method to reduce your response time. However, unnecessary elaborate brochures or other presentations beyond that required to present a complete and effective bid are not desired. Racine County reserves the right to reject any bid not properly formatted.

A. CERTIFICATION OF VENDOR PAGE

Place this page on top of the original and each copy of your complete bid. See page 23.

B. TABLE OF CONTENTS

Include clear identification of the material to be used.

C. EXECUTIVE SUMMARY

Limit to one or two pages. Briefly state the Bidder's understanding of the service to be provided and a positive commitment to perform the services as defined in the IFB.

D. RESPONSIBLE BIDDER

Failure of Bidder to provide the required information, may result in a determination that Bidder is a non-responsive bidder. If Bidder does not adequately demonstrate the minimum qualifications, as outlined throughout this section, Bidder may be deemed not qualified and responsible. Bidders must demonstrate that they have the resources and capability to provide the materials and services described herein. The following minimum criteria shall be met to be eligible for this contract:

- Bidders shall demonstrate that they are financially stable;
- Bidder shall have been in business providing similar service for at least the last three (3) years;
- Bidders should have the capability of providing a combination of products, services, consulting, or other labor-based solutions to accommodate the range of products and services utilized by Participating Public Agencies; and
- Bidders shall be properly licensed and incorporated to do business in the State of Wisconsin.

Racine County reserves the right to make such additional investigations as it deems necessary to verify a Bidder submitting a bid is qualified and responsible to include investigating Bidder's past work with Racine County and Racine County employees.

In addition to the pricing and certification information indicated under item D. Award under V. Award Information, Bidders will submit the following items with their bid:

1. Include a detailed response to Attachment D, Exhibit A, OMNIA Partners Response for National Cooperative contract, to show proof of organizational capacity, equipment, and technical competency.
 - a. Racine County makes no representation or warranty concerning the use of the Master Agreement by any other Participating Public Agency.
 - b. The lowest responsible Bidder(s) will be required to sign Attachment D, Exhibit B, OMNIA Partners Administration Agreement.
 - c. If applicable, provide a sample of additional agreements that Participating Public Agencies may be asked to sign.
2. Provide proof of a positive balance sheet and profitable business operations for two (2) of the last three (3) years.
3. Provide business license and applicable information that Bidder can do business in the State of Wisconsin. List the states where other business or contractor licenses are held.
4. Proof of insurance.

5. Describe Bidder's bonding capacity and capability of securing high dollar Performance Bonds.
6. A completed and signed W-9 Request for Taxpayer Identification Number and Certification form.
7. Furnish background of Bidder, including such information as size of the firm, legal status (corporation or partnership, etc.) lines of business, management and technical expertise, financial position, and years in business. Include any unique approaches or techniques developed and used by the firm.
8. Provide a minimum of three (3) comparable references of current work being performed. Information shall include name, phone number, fax number and email address of a person that may be contacted. Ideally, at least two (2) references will be with a government facility of similar size. Also include a brief description of the projects. Bidder's may use the Reference sheets enclosed in this IFB.
9. To further demonstrate similar experience and provide proof of performance:
 - a. Include a detailed description of the Services Bidder can perform, including training, start-up and commissioning services, installation, maintenance, turn-key services, project approach to Indoor Environmental Quality (IEQ), repair services, rentals, leases, equipment upgrades, and any other services provided by the Bidder.
 - Identify the manufacturer products/brands the Bidder can service and support.
 - Stipulate the minimum work crew that will be made available at all times, ensuring timely and effective project completion. A project foreman, fluent in English, must be onsite during all construction activities and have authority to act on behalf of the Bidder. Each site work crew must have at least one journeyman assigned.
 - Describe how Bidder selects sub-contractors for service and/or installation and how Bidder ensures customer satisfaction related to the sub-contractors.
 - Describe Bidder's company's process for submitting a test and balance report for each piece of equipment installed, including items that will be covered in the test and balance report.
 - Describe Bidder's company's process for delivering a comprehensive commission plan at least two (2) weeks prior to start-up, including details of what will be covered in the plan.
 - Describe Bidder's company's scope of work for preventative maintenance work.
 - Describe and define all scenarios in which additional charges would apply outside of routine preventive maintenance.
 - Describe Bidder's methodologies for assisting Participating Public Agencies with recommendations on repairs and upgrades from defining the repair/upgrade through the completion of work.
 - Describe Bidder's firm's process for notifying a Participating Public Agency when personnel are going to be in a facility, arrival and departure time and the work performed. How does Bidder handle requirements for sign-off of work prior to leaving a facility?
 - b. Describe Bidder's ability to provide temporary cooling/chiller units.
 - c. Describe in detail the depth of product and services Bidder provides and any related products or services being offered. Include:

- A description of the Products, including all related components and parts to be provided by the major product category.
 - A catalog or brochure type information as applicable.
 - A matrix breaking out product information on all products, options, accessories such as product type, capacity range, standard warranty information, extended warranty information, estimated lead time/delivery time, etc.
 - All necessary technical information relating to operation of equipment and systems, along with list of spare parts recommended by manufacturers with part numbers needed to maintain and efficiently run the systems and equipment.
- d. Describe Bidder's record keeping and processing system for work performed. Include:
- Bidder's ability to provide online access to records.
 - State any options for expediting delivery of product.
 - State backorder policy. Does Bidder fill or kill order and require Participating Public Agency to reorder if item is backordered?
 - State restocking procedures for returning products, if applicable.
 - Describe any special programs offered that will improve customers' ability to access Products and Services, on-time delivery, or other innovative strategies.
 - Describe the capacity of Bidder to broaden the scope of the contract and keep the product and service offerings current and ensure the latest products, standards and technology for HVAC Products, Installation, Labor Based Solutions, and Related Products and Services.
 - Describe your Bidder's safety policy and/or program, including how the policy is communicated to employees, whether the employees are evaluated on safety, and if any employees are dedicated to safety.
 - Describe Bidder's quality control processes.
 - Describe Bidder's problem escalation process.
 - Describe how customer complaints are measured and categorized. What processes are in place to know that a problem has been resolved?
 - Describe Bidder's post-installation support and warranty specifics. Include both product and installation warranty information.
 - Describe the process for replacement or repair of defective products and warranty related issues.
 - Describe how Bidder evaluates and determines unit repair versus unit replacement.
 - Identify all other companies that may be involved in processing, handling, shipping, products and/or services.
 - Provide the number, size and location of Bidder's distribution facilities, warehouses, and retail network as applicable.
 - Provide order information to include available ordering methods and available payment terms.
 - Provide the number and location of support centers (if applicable).

- Describe Bidder’s customer service department staffing levels, hours of operation and other relevant details.
- Describe the process for ordering when supply of a unit and installation is involved, specifically addressing whether one purchase order is required for the entire project, or if separate purchase orders are required for ordering the product and securing installation services.
- Describe Bidder’s internal management system for processing orders from point of customer contact through delivery and billing. Please state if Bidder uses single system or platform for all phases of ordering, processing, delivery, and billing.
- Describe the capacity of Bidder to provide management reports, i.e., commodity histories, procurement card histories, green spend, etc. for each Participating Public Agency.

E. BID FORM CRITERIA

All pricing submitted using the Bid Form (Attachment C) or a document using the same requested information in the same format. The Bid form shall be inclusive of all fees and service/shipping charges. All prices are FOB destination. Additional pages and pricing information may be included.

Bidder shall also be responsible for compliance with any federal, state, or local prevailing wage laws.

Price/Discounts should remain firm and will include all charges that may be incurred in fulfilling requirements.

Invoices may be audited on a random basis along with the necessary supporting documentation. Billing errors will be promptly adjusted.

As part of the bid, Bidders shall provide the following:

- Details of any proposed additional discounts for volume orders, special offers, minimum order quantity, free goods program, total annual spend.
- *Comprehensive Product Offering*
Bidder(s) awarded under this IFB may offer their complete product and service offering/balance of line. Pricing for complete product offering/balance of line items will be determined by a percentage discount from a price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a Bidder’s product lines, services, warranties, etc. that are available from Bidder and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, the different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Bidders may elect to limit their bids to any category or categories. Where the price list shows more than one column of prices, Bidder shall clearly mark the column which represents the discounted pricing to Participating Public Agencies.
- *Federal Funding Pricing*
Due to products and services potentially being used in bid to an emergency or disaster recovery situation in which federal funding may used, if not already

incorporated as part of the bid, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Bidder is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.

V. AWARD INFORMATION

A. COMPLIANCE WITH IFB

Bids submitted must be in strict compliance with the terms of the solicitation. Failure to comply with all provisions of the IFB may result in disqualification.

B. CONDITIONS OF AWARD

All Bidders, by submission of their respective bids, agree to abide by the rules, regulations, procedures, and decisions of Racine County.

C. QUALIFYING BIDDERS

Failure of Bidder to provide the required information, may result in a determination that Bidder is a non-responsive Bidder. If Bidder does not adequately demonstrate the necessary qualifications, as outlined throughout Section IV. Bid Submittal Instructions, and submit the information indicated under item D. Responsible Bidder, Bidder may be deemed not qualified and/or responsible. Racine County reserves the right to make such additional investigations as it deems necessary to verify a Bidder may be deemed not qualified and/or responsible. Racine County reserves the right to make such additional investigations as it deems necessary to verify a Bidder submitting a bid is qualified and responsible to include investigating Bidder's past work with Racine County and Racine County employees.

D. AWARD

Utilizing the two-step process set forth herein, it is the intent of the County to award the Contract to the lowest responsive responsible Bidder provided the bid has been submitted in accordance with the requirements of the Contract Documents, the Bidder is adequately qualified, and the bid does not exceed the funds available. Racine County reserves the right to make an award as deemed in its best interest, which may include awarding to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest, together with compliance with applicable law. Intent to award will not be made and a contract will not be executed until Racine County, at its sole discretion, accepts a bid.

RACINE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND TO WAIVE ANY TECHNICALITY OR ERROR IN ANY BID OR PART THEREIN, AND TO ACCEPT THE SAME OR COMBINATIONS, IN WHOLE OR IN PART, WHICHEVER IS DEEMED TO BE IN THE BEST INTEREST OF RACINE COUNTY IN ITS SOLE AND EXCLUSIVE DISCRETION. While not all inclusive, the following items may be used when determining if a Bidder is considered responsive and responsible: work schedule,

technical competency, ability to render satisfactory service, past performance, reputation for providing a quality product, timely delivery of products and/or services, financial ability, bonding, experience in performance of similar work, references, equipment, and capacity.

For the first step of the bidding process, Bidders will submit their sealed bids with all requested information, to include Certification of Vendor and Attachment C – Bid Form, by the due date and time outlined in this IFB. After the due date and time, all Bidders will be evaluated to determine if they are responsive, responsible, and qualified. Each Bidder determined to be responsive, responsible, and qualified shall be determined to be a “Responsible Bidder.”

As part of the first step of the bidding process, Racine County may seek additional information or clarification from one or more of the Bidders.

If Bidder does not adequately demonstrate the necessary minimum qualifications, Bidder may be deemed not qualified and/or responsible. Racine County reserves the right to make such additional investigations as it deems necessary to verify a Bidder submitting a bid is qualified and responsible to include investigating Bidder’s past work with Racine County and Racine County employees.

Award may be made without discussion with Bidder, therefore, Bidders are cautioned that Bidders should be submitted initially on the most favorable terms.

For the second step of the bidding process, Racine County will distribute to each Responsible Bidder a Sample Project Form to determine which Responsible Bidder(s) constitute the lowest responsible bidder(s) when the bid responses are applied to actual (hypothetical) projects. As indicated in Section I. Project Overview, when responding to the Sample Project Form, Responsible Bidders are required to USE THE SAME LINE ITEM PRICING from Attachment C – Bid Form and apply them to the Sample Projects Form (to be supplied to Responsible Bidders as part of Step-One); a reduction in price for the sample projects outlined in a Responsible Bidder’s Sample Project Form will not be allowable. The final basis for award and lowest responsible Bidder(s) will result from the lowest total dollar amount of the combined sample projects.

E. TIE BIDS

If two (2) or more Bidders submit identical bids, the decision of the County to make award to one or more of such Bidders shall be final.

F. NOTICE OF ACCEPTANCE

Racine County will notify the lowest responsible and responsive Bidder(s) as soon as practical of the selection. Written notice of award to Bidder(s) in the form of a letter, contract or otherwise, mailed or delivered to the address shown on the Certification of Vendor page will be considered sufficient notice of acceptance of bid.

REFERENCES

HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS, AND RELATED PRODUCTS AND SERVICES

List three (3) references for construction services to that requested in this IFB.

1. Company: _____
Address: _____
Contact Person: _____ Phone: _____
Email address: _____
Description of project: _____

2. Company: _____
Address: _____
Contact Person: _____ Phone: _____
Email address: _____
Description of project: _____

3. Company: _____
Address: _____
Contact Person: _____ Phone: _____
Email address: _____
Description of project: _____

CERTIFICATION OF VENDOR

HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS, AND RELATED PRODUCTS AND SERVICES

The undersigned, submitting this Bid, hereby agrees with all the terms, conditions, and specifications required by the County in this IFB and declares that the attached Bid is in conformity therewith.

The undersigned attests to the following:

- I have reviewed in detail the IFB and all related attachments and information provided by Racine County before submitting this Bid.
- I have full authority to make such statements and to submit this Bid as the duly recognized representative of the Bidder.

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____ FAX: _____

E-MAIL: _____

DATE: _____

Attachment A

Community Development Block Grant Addendum

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Contractor shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Contractor shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Attachment B

Federal Grant Funding Addendum

For more information on Federal Grant Funding for ESSER and GEER, please click on the following link: https://www.hcps.org/departments/docs/BusinessServices/Purchasing/FAQs_ESSER_GEER.pdf for Frequently Asked Questions on Elementary and Secondary School Emergency Relief (ESSER) Programs Governor's Emergency Education Relief (GEER) Programs (U.S. Department of Education Washington, D.C. 20202, May 2021).

For more information on Federal Grant Funding for HEERF, please click on the following link: <https://www2.ed.gov/about/offices/list/ope/arpfaq.pdf> for Higher Education Emergency Relief (HEERF) Fund III Frequently Asked Questions (American Rescue Plan Act of 2021 Published May 11, 2021, updated May 24, 2021).

Attachment C

Bid Form

(To be submitted in a sealed envelope or box as indicated)

Bid Form documents are provided. A discount percentage or structure must be clearly delineated. The Bid form shall be inclusive of all fees and service/shipping charges. All prices are FOB destination. Additional pages and pricing information may be included.

1. Definitions

Labor Wage Classification Definitions - definitions as used herein for establishing labor rates. Participating Public Agencies may choose to establish alternative definitions.

LABOR WAGE CLASSIFICATION DEFINITIONS	
Architect	Professional licensed designer providing Architectural drawings.
Asbestos Worker	Worker who removes and disposes of asbestos materials.
Boilermaker	Worker who assembles boilers, tanks, vats and pressure vessels. The duties of the boilermaker include welding, acetylene burning, riveting, caulking, rigging, fitting up, grounding, reaming and impact machine operating.
Carpenter	Worker who builds wood structures or structures of any material which has replaced wood. Includes rough and finish carpentry, hardware and trim.
Carpet/Floor Installer	Worker who installs carpet and/or floor coverings and vinyl tile.
Commissioning Agent	Agent who ensures proper installation and operation of technical building systems.
Concrete Finisher	Worker who floats, trowels, and finishes concrete.
Data Communications / Telecommunications Installer	Worker who installs data/telephone and television cable and associated equipment and accessories.
Delivery Personnel	Worker who can deliver materials to other HVAC personnel as well as work as a second man on jobs if necessary.
Drafting	Worker who provides detail engineering drawings utilizing CADD type documents.
Drywall/Ceiling Installer	Worker who installs metal framed walls and ceilings, drywall coverings, ceiling grids and ceilings.
Duct Cleaner	Worker who cleans air conveyance systems using compressed air tools and mechanical agitation devices to dislodge dirt and other contaminants from the ductwork and other HVAC components.
Electrician	Skilled craftsman who installs or repairs electrical wiring and devices. Includes fire alarm systems and HVAC electrical controls.
LABOR WAGE CLASSIFICATION DEFINITIONS (continued)	

Elevator Mechanic	Craftsperson skilled in the installation and maintenance of elevators.
Engineering Designer	Professional licensed engineer. An Engineering Designer is not a requirement of this solicitation but may be beneficial for Participating Public Agencies to utilize should they choose. In such case, an Engineering Design may lay out HVAC, plumbing, electrical, structural, or civil systems.
Fire Proofing Installer	Worker who sprays or applies fire proofing materials.
Geothermal Well Field Labor	Worker who lays coiled pipe and tests and connects to HVAC equipment in earthen trench.
Glazier	Worker who installs glass, glazing and glass framing.
Heavy Equipment Operator	Equipment operator that operates the following, including but not limited to, all Cat tractors, all derrick-powered, all power operated cranes, back-hoe, back filler, power operated shovel, winch truck, all trenching machines.
HVAC Building Automation Technician	Worker who can work on low temperature refrigeration equipment as well as small commercial equipment under 60 tons.
HVAC Commercial A/C Technician	Worker who can work on large commercial up to 3000 tons.
HVAC Light Commercial	Worker who can work on small commercial up to 25 tons.
HVAC Duct Installer	Worker who installs ductwork. Assists with some equipment installation.
HVAC Field Supervisor	Worker who monitors quality as well as provide technical support to all other HVAC technician skill levels.
HVAC Filter Technician	Worker who changes filters in all types of HVAC equipment as well as minor maintenance on light commercial equipment such as changing worn belts.
HVAC Helper	Worker who can assist a commercial or refrigeration technician as well as perform minor analysis and repairs on equipment under 30 tons.
HVAC Refrigeration Technician	Worker who can work on low temperature refrigeration equipment as well as small commercial equipment under 60 tons.
Insulator	Worker who applies, sprays or installs insulation.
Iron Worker	Skilled craftsperson who erects structural steel framing and installs structural concrete rebar.
Laborer/Helper	Worker qualified for only unskilled or semi-skilled work, including but not limited to, lifting, carrying materials and tools, hauling, digging, clean-up.
Lather/Plasterer	Worker who installs metal framing and lath. Worker who applies plaster to lathing & installs associated accessories
Light Equipment Operator	Includes, but is not limited to, operation of air compressors, truck crane driver, flex plane, building elevator, form grader, concrete mixer (less than 14cf), conveyer.
Mason, Bricklayer	Craftsperson who works with masonry products, stone, brick, block, or any material substituting for those materials and accessories.

LABOR WAGE CLASSIFICATION DEFINITIONS (continued)

Metal Building Assembler	Worker who assembles pre-made metal buildings.
Millwright	Mechanic specializing in the installation of heavy machinery, conveyance, wrenches, dock levelers, hydraulic lifts and align pumps.
Painter/Wall Covering Installer	Worker who prepares wall surfaces & applies paint and/or wall covering, tape and bedding.
Pipefitter	Trained worker who installs piping systems, chilled water piping and hot water (boiler) piping, pneumatic tubing controls, chillers, boilers and associated mechanical equipment.
Plumber	Skilled craftsperson who installs domestic hot & cold-water piping, waste piping, storm system piping, water closets, sinks, urinals, and related work.
Project Engineer	A Project Engineer is not a requirement but may be beneficial for Participating Public Agencies to utilize should they choose. In such case, a Project Engineer may monitor engineering documents as well as provide technical support regarding the engineering plans and specifications as designed by the Professional Engineer. Worker may be responsible for maintaining project status and reports.
Project Manager	Worker who monitors quality as well as provide technical support to all other HVAC technician skill levels and is responsible for maintaining project status and reports.
Project Administrator	Worker who provides administrative support to all technician skill levels and is responsible for all administrative functions of the project such as billings, contracts, work orders, legal requirements, purchase orders, sales tax certificates as well as proper record keeping.
Roofer	Worker who installs roofing materials, Bitumen (asphalt and coal tar) felts, flashings, all types roofing membranes & associated products.
Sheet Metal Worker	Worker who installs sheet metal products. Roof metal, flashings and curbs, ductwork, mechanical equipment and associated metals.
Sprinkler Fitter	Worker who installs fire sprinkler systems and fire protection equipment.
Terrazzo Worker	Craftsperson who places and finishes Terrazzo.
Tile Setter	Worker who prepares wall and/or floor surfaces & applies ceramic tiles to these surfaces.
Water Proofer/Caulker	Worker who applies water proofing material to buildings. Products include sealant, caulk, sheet membrane, liquid membranes, sprayed, rolled, or brushed.
Test and Balance Technician	Certified technician per AABC or NEBB standards trained to perform water and air balance. Also provides sound and vibration testing and preparing of certified reports.
Infrared Technician	Worker who utilizes infrared photography to determine location of thermal heat losses.

LABOR WAGE CLASSIFICATION DEFINITIONS (continued)	
Water Treatment Technician	Certified technician who is trained to evaluate analytical test results on boiler system water, condenser water, and chill water samples and to make appropriate recommendations regarding residual levels, cycles, and feed rates.

BID FORM

SECTION A
Product Pricing

Bidder shall include all product pricing using this format as pricing utilized on this form should be consistent with the individual pricing scenarios that are to be distributed to responsive, responsible, and qualified Bidders. Use additional space as necessary.

MFG Part No.	Product Name	Product Description	List Price	% Discount off List Price	Net Price

BID FORM (CONT'D)

SECTION B
Labor Rates



Normal business hours are defined as: _____

Overtime hours are defined as: _____

Holiday hours are defined as: _____



For all applicable Labor Classifications, using the below format, Bidder shall provide labor rates by geographic areas, regions, zones or other means for pricing nationally as sample projects included in Step-Two will be diverse project types including projects from different states and regions outside of Racine County and Wisconsin. Participating Public Agencies may have differing needs and requirements depending on the scope of their project(s); Participating Public Agencies may determine the appropriate Labor Classifications at their discretion. If Bidder is unable to provide one or more of the Labor Classifications below (either as part of their primary staff or as a subcontractor), Bidder should notate that in their response. Pricing utilized on this form will need to be consistent with the individual pricing scenarios provided to responsible, responsive, and qualified Bidders.



Item	Labor Classification	Hourly Rate		
		Normal Business Hours	Overtime	Holiday
1	Architect			
2	Asbestos worker			
3	Boilermaker			
4	Concrete finishers			
5	Delivery personnel			
6	Drafting			
7	Drywall and ceiling installers			
8	Electricians			
9	Engineering design			
10	Geothermal well field labor			
11	Heavy equipment operators			
12	HVAC commercial A/C technician			
13	HVAC light commercial			
14	HVAC helper			
15	HVAC field supervisor			

BID FORM (CONT'D)

SECTION B
Labor Rates (Cont'd)

Item	Labor Classification	Hourly Rate		
		Normal Business Hours	Overtime	Holiday
16	HVAC refrigeration technician			
17	HVAC duct installer			
18	HVAC filter technician			
19	HVAC building automation technician			
20	Infrared technician			
21	Insulators			
22	Laborers			
23	Light equipment operators			
24	Metal building assembler			
25	Millwrights			
26	Operating engineer			
27	Painters, wall covering installers			
28	Pipefitters			
29	Plasterers			
30	Plumbers			
31	Project manager			
32	Project administrator			
33	Project engineering			
34	Roofers			
35	Sheet metal workers			
36	Test and balance technician			
37	Tile setters			
38	Water Proofers, caulkers			
39	Water treatment technician			
	<i>Use additional space as necessary to add any additional labor categories.</i>			

BID FORM (CONT'D)

SECTION C
Additional Costs

INSTRUCTIONS:

Bidder shall utilize net product prices and labor rates listed in Sections A and B of this Bid Form to determine cost for installation of new equipment, maintenance of existing systems, upgrading of existing infrastructures, turn-key services and any other installation and services offered. If there are other elements that should also be taken into consideration, Bidder shall list these elements below and any associated pricing. Pricing utilized on this form will need to be consistent with the individual pricing scenarios provided to responsible, responsive, and qualified Bidders.

Any Additional Pricing Elements for Installation, Maintenance, Upgrades and Turn-Key Services	Cost
<i>List any other elements to be taken into consideration for installation, maintenance, upgrades and turn-key services</i>	

BID FORM (CONT'D)

SECTION D
Additional Costs

Use the below space to provide pricing for any related products and services your company wishes to be considered. Pricing utilized on this form will need to be consistent with the individual pricing scenarios provided to responsible, responsive, and qualified Bidders.

Product or Service	Cost
Use additional space as necessary	

BID FORM (CONT'D)	
SECTION E	
<i>Additional Discounts</i>	
Insert additional lines as necessary. Pricing utilized on this form will need to be consistent with the individual pricing scenarios provided to responsible, responsive, and qualified Bidders.	
ADDITIONAL DISCOUNTS/INCENTIVES	COST
Additional Discounts for volume (i.e., price breaks for multiple products/services, etc.)	
	\$
	\$
	\$
	\$
Any additional pricing incentives, discounts, or rebates such as for large volume purchases and services, total spend, etc.	
	\$
	\$
	\$
	\$
Any additional pricing discounts for the purchase of products and services for groups of Participating Public Agencies in a local geographic area that desire to combine requirements, i.e., local city, county, school district, housing authority, transit authority, etc.	
	\$
	\$
	\$
	\$



Requirements for National Cooperative Contract To Be Administered by OMNIA Partners

The following documents are used in reviewing and administering national cooperative contracts and are included for Supplier’s review and bid.

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

Exhibit A
Response for National Cooperative Contract

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Vendor (sometimes referred to as ‘Supplier’) and OMNIA Partners.

1.1 Requirement

Racine County, Wisconsin (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners”), is requesting bids for HVAC Products, Installation, Labor Based Solutions, and Related Products and Services. The intent of this Invitation for Bid is any contract between Principal Procurement Agency and Vendor resulting from this Invitation for Bid (“Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Vendor and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Vendor and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Vendor for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Vendor is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Vendors based on OMNIA Partners’ requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Vendors on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this IFB. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this IFB acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Vendor pursuant to this section that directly promotes the Vendor's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Vendor a Director of Partner Development who will serve as the main point of contact for the Vendor and will be responsible for managing the overall relationship between the Vendor and OMNIA Partners. The Director of Partner Development will work with the Vendor to develop a comprehensive strategy to promote the Master Agreement and will connect the Vendor with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Vendor to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Vendor to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Vendor teams

The OMNIA Partners contracting teams will work in conjunction with the Principal Procurement Agency to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Vendor teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Vendors are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Invitation for Bid. Vendor will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$500M annually. While no minimum volume is guaranteed to Vendor, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Vendor and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this IFB made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Vendors are awarded by Principal Procurement Agency under the Master Agreement, those same Vendors will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Vendor and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage

legislation in effect in the jurisdiction of the Participating Agency the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Vendor, Vendor and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Vendor. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Vendor (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Vendor may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Vendor is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This IFB is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Vendor's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Vendor and Public Agencies through a single solicitation process that will reduce the Vendor's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Vendor entering into the Master Agreement, which would be available to all Public Agencies, Vendor must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Vendor.

2.1 Corporate Commitment

Vendor commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Vendor's executive management, (2) the Master Agreement is Vendor's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Vendor will transition existing customers, upon their request, to the Master Agreement, and (4) that the Vendor has read and agrees to the terms and

conditions of the Administration Agreement with OMNIA Partners and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Vendor will identify an executive corporate sponsor and a separate national account manager within the IFB response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Vendor commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Vendor will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Vendor commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Vendor commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Vendor also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Vendor were not awarded the Master Agreement.

3.0 VENDOR BID

Vendor must supply the following information for the Principal Procurement Agency to determine if Vendor is qualified and responsible to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

- A. Brief history and description of Vendor to include experience providing similar products and services.
- B. Total number and location of salespersons and/or project managers employed by Vendor to help support Participating Public Agencies.
- C. Number and location of support centers (if applicable) and location of corporate office.
- D. Annual sales for the three previous fiscal years.
 - a. Submit FEIN and Dunn & Bradstreet report.
- E. Describe any green or environmental initiatives or policies.
- F. Describe any diversity programs or partners Vendor does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

G. Indicate if Vendor holds any of the below certifications in any state. If yes, include proof of such certification in the response:

a. Minority Women Business Enterprise

Yes No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Yes No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

Yes No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

Yes No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

Yes No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

I. Describe how Vendor differentiates itself from its competitors.

J. Describe any present or past litigation, bankruptcy or reorganization involving Vendor.

K. Felony Conviction Notice: Indicate if the Vendor

a. is a publicly held corporation and this reporting requirement is not applicable;

b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against Vendor

3.2 Distribution, Logistics

A. Each offeror awarded under this IFB may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by Vendor.

B. Describe how Vendor proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

- C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.
- D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- E. Provide the number, size and location of Vendor's distribution or other operations facilities, warehouses, and/or retail network as applicable.

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as Vendor's primary go to market strategy for Public Agencies to Vendor's teams nationwide, to include, but not limited to:
 - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - ii. Training and education of Vendor's national sales force with participation from the Vendor's executive leadership, along with the OMNIA Partners team within first 90 days
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Vendor, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
 - i. Creation and distribution of a co-branded press release to trade publications
 - ii. Announcement, Master Agreement details and contact information published on the Vendor's website within first 90 days
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner Vendors. Booth space will be purchased and staffed by Vendor. In addition, Vendor commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

- vi. Design and publication of national and regional publications throughout the term of the Master Agreement
 - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - viii. Dedicated OMNIA Partners internet web-based homepage on Vendor's website with:
 - OMNIA Partners standard logo;
 - Copy of original Invitation to Bid;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Vendor;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners
- C. Describe how Vendor will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Vendor holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge Vendor agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.
- E. Confirm Vendor will be proactive in direct sales of Vendor's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Vendor's sales initiatives should communicate:
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive
- F. Confirm Vendor will train its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process

- iii. Awareness of the range of Public Agencies that c
Agreement through OMNIA Partners
 - iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
- i. Executive Support
 - ii. Marketing
 - iii. Sales
 - iv. Sales Support
 - v. Financial Reporting
 - vi. Accounts Payable
 - vii. Contracts
- H. Describe in detail how Vendor's national sales force personnel and/or project managers are structured, including contact information for the highest-level executive in charge of the sales and/or project management team.
- I. Explain in detail how the sales or project management teams will work with the OMNIA Partners team to implement, grow and service the national program.
- I. Explain in detail how Vendor will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.
- J. State the amount of Vendor's Public Agency sales for the previous fiscal year. Provide a list of Vendor's top 3 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- K. Describe Vendor's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- L. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Vendor will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$ _____ .00 in year one
\$ _____ .00 in year two
\$ _____ .00 in year three

To the extent Vendor guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Vendor may respond with lower pricing through the Master Agreement. If Vendor is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple bid and/or proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional bid/proposal.

Detail Vendor's strategies under these options when responding to a solicitation.

Exhibit B
Administration Agreement, Example

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this “**Agreement**”) is made this ___ day of _____ 20___, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“**OMNIA Partners**”), and _____ (“**Supplier**”).

RECITALS

WHEREAS, the _____ (the “**Principal Procurement Agency**”) has entered into a Master Agreement effective _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the “**Master Agreement**”), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the “**Product**”);

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, “**Public Agencies**”), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a “**Participating Public Agency**”) may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

Meeting Date: 05/14/2024 Item #11.

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the cooperative contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise

communicate orally, in writing, or by electronic or other means, such Personal Information to any business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, “**Personal Information**” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of “personal information” as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party “request to know” or “request to delete” (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners’ behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS’ PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement’s products and services to Public Agencies and such agencies’ employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency’s first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website.

Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of __ percent (__%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of

Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing and the Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]

**NATIONAL
INTERGOVERNMENTAL
PURCHASING ALLIANCE
COMPANY, A DELAWARE
CORPORATION D/B/A OMNIA
PARTNERS, PUBLIC SECTOR**

Signature

Name

Title

Date

Signature
Sarah Vavra

Name
Sr. Vice President, Public Sector
Contracting

Title

Date

Exhibit C
Master Intergovernmental Cooperative Purchasing Agreement, Example

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, “**OMNIA Partners**”), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of healthcare services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization (“**GPO**”) agreements directly or indirectly by enrolling the Participating Public Agency in another GPO’s purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency’s sole discretion.

7. The Participating Public Agencies (each a “**Procuring Party**”) that procure Products through any Master Agreement or GPO Product supply agreement (each a “**GPO Contract**”) will make timely payments to the distributor, manufacturer or other vendor (collectively, “**Supplier**”) for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency:

OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:
NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY COMMUNITIES PROGRAM MANAGEMENT, LLC

Authorized Signature

Name

Title and Agency Name

Date

Signature
Sarah E. Vavra

Name
Sr. Vice President, Public Sector Contracting

Title

Date

Exhibit D
Principal Procurement Agency Certificate, Example

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“**OMNIA Partners**”), [PPA Name] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of [PPA Name] (“**Principal Procurement Agency**”), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PPA Name]_____

Signature

Name

Title

Date

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Version April 12, 2022

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People’s Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another’s network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity’s possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;
or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of

Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, 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.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(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 CFR 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."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(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.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(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.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(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.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(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)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(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 government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (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.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals

becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(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.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:

Address, City, State, and Zip Code:

Phone Number: _____ Fax Number:

Printed Name and Title of Authorized Representative:

Email Address:

Signature of Authorized Representative: _____ Date: _____

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a bid, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

“Contract” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

Version April 12, 2022

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. REMEDIES

- a. Standard. Contracts for more than the simplified acquisition threshold, currently set at \$250,000, 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. See 2 C.F.R. Part 200, Appendix II(A).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. Standard. 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. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 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 Fed. Reg. 12319, 12935, 3 C.F.R. 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 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

- i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a. Standard. 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). 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.
- b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.
- c. Requirements. If applicable, the non-federal entity must do the following:
 - i. 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.
 - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, 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 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 Copeland Anti-Kickback 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 FEMA.

- iii. 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").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are 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.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- a. Standard. Recipient and subrecipient contracts must 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").
- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor 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). 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 FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland “Anti-Kickback” Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.”

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, 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. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in suchworkweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation

of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. Standard. If the FEMA award meets the definition of “funding agreement” under 37C.F.R. § 401.2(a) and the non-Federal entity 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 non-Federal entity must comply with the requirements of 37 C.F.R. 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 FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b. Applicability. This requirement applies to “funding agreements,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. Standard. If applicable, contracts must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and*

Suspension (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

- c. Requirements.
 - i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

 - ii. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipients.

 - iii. Specifically, a covered transaction includes the following contracts for goods or services:
 - 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - 2. The contract requires the approval of FEMA, regardless of amount.
 - 3. The contract is for federally-required auditservices.
 - 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

- d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2

C.F.R. § 180.935).

- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C 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.

10. BYRD ANTI-LOBBYING AMENDMENT

- a. Standard. 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. FEMA’s regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 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 Federal awarding agency.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient who in turn will forward the certification(s) to the awarding agency.

- d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of 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 undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. 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. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by 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.
- d. Suggested Language.
 - i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
 - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

12. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or ComptrollerGeneral.

Access to Records. The following access to records requirements apply to this contract:

- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

13. CHANGES

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

14. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

15. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

16. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

17. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special section of this solicitation.

Meeting Date: 05/14/2024 Item #11.

Offeror's Name: _____

Address, City, State, and Zip Code:

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative:

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

Exhibit G
New Jersey Business Compliance

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the IFB. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

- DOC #1 Ownership Disclosure Form
- DOC #2 Non-Collusion Affidavit
- DOC #3 Affirmative Action Affidavit
- DOC #4 Political Contribution Disclosure Form
- DOC #5 Stockholder Disclosure Certification
- DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran
- DOC #7 New Jersey Business Registration Certificate
- DOC #8 EEOAA Evidence
- DOC #9 MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

Meeting Date: 05/14/2024 Item #11.

State of New Jersey
County of _____

ss:

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____ of full
age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement,
participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in
connection with the above named project; and that all statements contained in said proposal and in this
affidavit are true and correct, and made with full knowledge that the _____
_____ relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such
contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent
fee, except bona fide employees or bona fide established commercial or selling agencies maintained by
_____.

Subscribed and sworn to

before me this day

Signature

_____, 2 _____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: _____

Street: _____

City, State, Zip Code: _____

Proposal Certification:

Indicate below company’s compliance with New Jersey Affirmative Action regulations. Company’s proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over \$50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Date

Authorized Signature and Title

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ___ day of _____, 2__.	_____
(Notary Public)	(Affiant)
My Commission expires:	_____
	(Print name & title of affiant)
	(Corporate Seal)

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:

https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: _____ Title: _____

Signature: _____ Date: _____

DOC #9
MACBRIDE-PRINCIPLES



STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: _____

VENDOR/BIDDER: _____

VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS
AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

The Vendor/Bidder has no business operations in Northern Ireland; or

OR

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature _____

Date _____

Print Name and Title _____

Exhibit H Advertising Compliance Requirement

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.210, Chapter 279A.220, and other related provisions, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for bids for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	Commonwealth of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	Commonwealth of Virginia
State of Connecticut	Commonwealth of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	Commonwealth of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <https://www.usa.gov/local-governments>.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:

- BAKER CITY GOLF COURSE, OR
- CITY OF ADAIR VILLAGE, OR
- CITY OF ASHLAND, OR
- CITY OF AUMSVILLE, OR
- CITY OF AURORA, OR
- CITY OF BAKER, OR
- CITY OF BATON ROUGE, LA
- CITY OF BEAVERTON, OR
- CITY OF BEND, OR
- CITY OF BOARDMAN, OR
- CITY OF BONANAZA, OR
- CITY OF BOSSIER CITY, LA
- CITY OF BROOKINGS, OR
- CITY OF BURNS, OR
- CITY OF CANBY, OR
- CITY OF CANYONVILLE, OR
- CITY OF CLATSKANIE, OR
- CITY OF COBURG, OR
- CITY OF CONDON, OR
- CITY OF COQUILLE, OR
- CITY OF CORVALLI, OR
- CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
- CITY OF COTTAGE GROVE, OR
- CITY OF DONALD, OR
- CITY OF EUGENE, OR
- CITY OF FOREST GROVE, OR
- CITY OF GOLD HILL, OR
- CITY OF GRANTS PASS, OR
- CITY OF GRESHAM, OR
- CITY OF HILLSBORO, OR
- CITY OF INDEPENDENCE, OR

- CITY AND COUNTY OF HONOLULU, HI
- CITY OF KENNER, LA
- CITY OF LA GRANDE, OR
- CITY OF LAFAYETTE, LA
- CITY OF LAKE CHARLES, OR
- CITY OF LEBANON, OR
- CITY OF MCMINNVILLE, OR
- CITY OF MEDFORD, OR
- CITY OF METAIRIE, LA
- CITY OF MILL CITY, OR
- CITY OF MILWAUKIE, OR
- CITY OF MONROE, LA
- CITY OF MOSIER, OR
- CITY OF NEW ORLEANS, LA
- CITY OF NORTH PLAINS, OR
- CITY OF OREGON CITY, OR
- CITY OF PILOT ROCK, OR
- CITY OF PORTLAND, OR
- CITY OF POWERS, OR
- CITY OF PRINEVILLE, OR
- CITY OF REDMOND, OR
- CITY OF REEDSPORT, OR
- CITY OF RIDDLE, OR
- CITY OF ROGUE RIVER, OR
- CITY OF ROSEBURG, OR
- CITY OF SALEM, OR
- CITY OF SANDY, OR
- CITY OF SCAPPOOSE, OR
- CITY OF SHADY COVE, OR
- CITY OF SHERWOOD, OR
- CITY OF SHREVEPORT, LA
- CITY OF SILVERTON, OR
- CITY OF SPRINGFIELD, OR
- CITY OF ST. HELENS, OR

CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT

ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT

LYMAN, UT
 LYNN DYLL, UT
 MANILA, UT
 MANTI, UT
 MANTUA, UT
 MAPLETON, UT
 MARRIOTT-SLATERVILLE, UT
 MARYSVALE, UT
 MAYFIELD, UT
 MEADOW, UT
 MENDON, UT
 MIDVALE CITY INC., UT
 MIDWAY, UT
 MILFORD, UT
 MILLVILLE, UT
 MINERSVILLE, UT
 MOAB, UT
 MONA, UT
 MONROE, UT
 CITY OF MONTICELLO, UT
 MORGAN, UT
 MORONI, UT
 MOUNT PLEASANT, UT
 MURRAY CITY CORPORATION, UT
 MYTON, UT
 NAPLES, UT
 NEPHI, UT
 NEW HARMONY, UT
 NEWTON, UT
 NIBLEY, UT
 NORTH LOGAN, UT
 NORTH OGDEN, UT
 NORTH SALT LAKE CITY, UT
 OAK CITY, UT
 OAKLEY, UT
 OGDEN CITY CORPORATION, UT
 OPHIR, UT
 ORANGEVILLE, UT
 ORDERVILLE, UT
 OREM, UT
 PANGUITCH, UT
 PARADISE, UT
 PARAGONAH, UT
 PARK CITY, UT
 PAROWAN, UT
 PAYSON, UT
 PERRY, UT
 PLAIN CITY, UT
 PLEASANT GROVE CITY, UT
 PLEASANT VIEW, UT
 PLYMOUTH, UT
 PORTAGE, UT
 PRICE, UT
 PROVIDENCE, UT
 PROVO, UT
 RANDOLPH, UT
 REDMOND, UT
 RICHFIELD, UT
 RICHMOND, UT
 RIVERDALE, UT
 RIVER HEIGHTS, UT
 RIVERTON CITY, UT
 ROCKVILLE, UT
 ROCKY RIDGE, UT
 ROOSEVELT CITY CORPORATION, UT
 ROY, UT
 RUSH VALLEY, UT
 CITY OF ST. GEORGE, UT

SALEM, UT
 SALINA, UT
 SALT LAKE CITY CORPORATION, UT
 SANDY, UT
 SANTA CLARA, UT
 SANTAQUIN, UT
 SARATOGA SPRINGS, UT
 SCIPIO, UT
 SCOFIELD, UT
 SIGURD, UT
 SMITHFIELD, UT
 SNOWVILLE, UT
 CITY OF SOUTH JORDAN, UT
 SOUTH OGDEN, UT
 CITY OF SOUTH SALT LAKE, UT
 SOUTH WEBER, UT
 SPANISH FORK, UT
 SPRING CITY, UT
 SPRINGDALE, UT
 SPRINGVILLE, UT
 STERLING, UT
 STOCKTON, UT
 SUNNYSIDE, UT
 SUNSET CITY CORP, UT
 SYRACUSE, UT
 TABIONA, UT
 CITY OF TAYLORSVILLE, UT
 TOOEELE CITY CORPORATION, UT
 TOQUERVILLE, UT
 TORREY, UT
 TREMONTON CITY, UT
 TRENTON, UT
 TROPIC, UT
 UINTAH, UT
 VERNAL CITY, UT
 VERNON, UT
 VINEYARD, UT
 VIRGIN, UT
 WALES, UT
 WALLSBURG, UT
 WASHINGTON CITY, UT
 WASHINGTON TERRACE, UT
 WELLINGTON, UT
 WELLSVILLE, UT
 WENDOVER, UT
 WEST BOUNTIFUL, UT
 WEST HAVEN, UT
 WEST JORDAN, UT
 WEST POINT, UT
 WEST VALLEY CITY, UT
 WILLARD, UT
 WOODLAND HILLS, UT
 WOODRUFF, UT
 WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
 ASCENSION PARISH, LA, CLEAR OF COURT
 CADDO PARISH, LA
 CALCASIEU PARISH, LA
 CALCASIEU PARISH SHERIFF'S OFFICE, LA
 CITY AND COUNTY OF HONOLULU, HI
 CLACKAMAS COUNTY, OR
 CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
 CLATSOP COUNTY, OR
 COLUMBIA COUNTY, OR

COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS
COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND
COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT

COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

**OTHER AGENCIES INCLUDING ASSOCIATIONS,
BOARDS, DISTRICTS, COMMISSIONS, COUNCILS,
PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT
AUTHORITIES, RESERVATIONS AND UTILITIES
INCLUDING BUT NOT LIMITED TO:**

ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE EXTENSION
DISTRICT, OR
ALDER CREEK-BARLOW WATER DISTRICT NO. 29,
OR
ALFALFA FIRE DISTRICT, OR
ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT,
OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY,
OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT,
OR
ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR
ATHENA CEMETERY MAINTENANCE DISTRICT, OR
AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR
BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR
BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT,
OR
BANDON R.F.P.D., OR
BANKS FIRE DISTRICT, OR
BANKS FIRE DISTRICT #13, OR

BAR L RANCH ROAD DISTRICT, OR
 BARLOW WATER IMPROVEMENT DISTRICT, OR
 BASIN AMBULANCE SERVICE DISTRICT, OR
 BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR
 BATON ROUGE WATER COMPANY
 BAY AREA HEALTH DISTRICT, OR
 BAYSHORE SPECIAL ROAD DISTRICT, OR
 BEAR VALLEY SPECIAL ROAD DISTRICT, OR
 BEAVER CREEK WATER CONTROL DISTRICT, OR
 BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR
 BEAVER SLOUGH DRAINAGE DISTRICT, OR
 BEAVER SPECIAL ROAD DISTRICT, OR
 BEAVER WATER DISTRICT, OR
 BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR
 BEND METRO PARK AND RECREATION DISTRICT
 BENTON S.W.C.D., OR
 BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR
 BEVERLY BEACH WATER DISTRICT, OR
 BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
 BIG BEND IRRIGATION DISTRICT, OR
 BIGGS SERVICE DISTRICT, OR
 BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR
 BLACK BUTTE RANCH R.F.P.D., OR
 BLACK MOUNTAIN WATER DISTRICT, OR
 BLODGETT-SUMMIT R.F.P.D., OR
 BLUE MOUNTAIN HOSPITAL DISTRICT, OR
 BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
 BLUE RIVER PARK & RECREATION DISTRICT, OR
 BLUE RIVER WATER DISTRICT, OR
 BLY R.F.P.D., OR
 BLY VECTOR CONTROL DISTRICT, OR
 BLY WATER AND SANITARY DISTRICT, OR
 BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR
 BOARDMAN PARK AND RECREATION DISTRICT
 BOARDMAN R.F.P.D., OR
 BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR
 BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR
 BONANZA R.F.P.D., OR
 BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR
 BORING WATER DISTRICT #24, OR
 BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR
 BRIDGE R.F.P.D., OR
 BROOKS COMMUNITY SERVICE DISTRICT, OR
 BROWNSVILLE R.F.P.D., OR
 BUELL-RED PRAIRIE WATER DISTRICT, OR
 BUNKER HILL R.F.P.D. #1, OR
 BUNKER HILL SANITARY DISTRICT, OR
 BURLINGTON WATER DISTRICT, OR
 BURNT RIVER IRRIGATION DISTRICT, OR
 BURNT RIVER S.W.C.D., OR
 CALAPOOIA R.F.P.D., OR
 CAMAS VALLEY R.F.P.D., OR
 CAMELLIA PARK SANITARY DISTRICT, OR
 CAMMANN ROAD DISTRICT, OR
 CAMP SHERMAN ROAD DISTRICT, OR
 CANBY AREA TRANSIT, OR
 CANBY R.F.P.D. #62, OR

CANBY UTILITY BOARD, OR
 CANNON BEACH R.F.P.D., OR
 CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
 CAPE FERRELO R.F.P.D., OR
 CAPE FOULWEATHER SANITARY DISTRICT, OR
 CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
 CARMEL BEACH WATER DISTRICT, OR
 CASCADE VIEW ESTATES TRACT 2, OR
 CEDAR CREST SPECIAL ROAD DISTRICT, OR
 CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
 CEDAR VALLEY - NORTH BANK R.F.P.D., OR
 CENTRAL CASCADES FIRE AND EMS, OR
 CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
 CENTRAL LINCOLN P.U.D., OR
 CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR
 CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
 CENTRAL OREGON IRRIGATION DISTRICT, OR
 CHAPARRAL WATER CONTROL DISTRICT, OR
 CHARLESTON FIRE DISTRICT, OR
 CHARLESTON SANITARY DISTRICT, OR
 CHARLOTTE ANN WATER DISTRICT, OR
 CHEHALEM PARK & RECREATION DISTRICT, OR
 CHEHALEM PARK AND RECREATION DISTRICT
 CHEMULT R.F.P.D., OR
 CHENOWITH WATER P.U.D., OR
 CHERRIOTS, OR
 CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR
 CHILOQUIN VECTOR CONTROL DISTRICT, OR
 CHILOQUIN-AGENCY LAKE R.F.P.D., OR
 CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
 CHR DISTRICT IMPROVEMENT COMPANY, OR
 CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR
 CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR
 CHRISTMAS VALLEY R.F.P.D., OR
 CITY OF BOGALUSA SCHOOL BOARD, LA
 CLACKAMAS COUNTY FIRE DISTRICT #1, OR
 CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
 CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR
 CLACKAMAS RIVER WATER
 CLACKAMAS RIVER WATER, OR
 CLACKAMAS S.W.C.D., OR
 CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR
 CLATSKANIE LIBRARY DISTRICT, OR
 CLATSKANIE P.U.D., OR
 CLATSKANIE PARK & RECREATION DISTRICT, OR
 CLATSKANIE PEOPLE'S UTILITY DISTRICT
 CLATSKANIE R.F.P.D., OR
 CLATSOP CARE CENTER HEALTH DISTRICT, OR
 CLATSOP COUNTY S.W.C.D., OR
 CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR
 CLEAN WATER SERVICES
 CLEAN WATER SERVICES, OR
 CLOVERDALE R.F.P.D., OR
 CLOVERDALE SANITARY DISTRICT, OR
 CLOVERDALE WATER DISTRICT, OR
 COALEDO DRAINAGE DISTRICT, OR
 COBURG FIRE DISTRICT, OR
 COLESTIN RURAL FIRE DISTRICT, OR
 COLTON R.F.P.D., OR
 COLTON WATER DISTRICT #11, OR

COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
 COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
 COLUMBIA DRAINAGE VECTOR CONTROL, OR
 COLUMBIA IMPROVEMENT DISTRICT, OR
 COLUMBIA R.F.P.D., OR
 COLUMBIA RIVER FIRE & RESCUE, OR
 COLUMBIA RIVER PUD, OR
 COLUMBIA S.W.C.D., OR
 COLUMBIA S.W.C.D., OR
 CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
 COOS COUNTY AIRPORT DISTRICT, OR
 COOS COUNTY AIRPORT DISTRICT, OR
 COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
 COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
 COOS FOREST PROTECTIVE ASSOCIATION
 COOS S.W.C.D., OR
 COQUILLE R.F.P.D., OR
 COQUILLE VALLEY HOSPITAL DISTRICT, OR
 CORBETT WATER DISTRICT, OR
 CORNELIUS R.F.P.D., OR
 CORP RANCH ROAD WATER IMPROVEMENT, OR
 CORVALLIS R.F.P.D., OR
 COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR
 COUNTRY CLUB WATER DISTRICT, OR
 COUNTRY ESTATES ROAD DISTRICT, OR
 COVE CEMETERY MAINTENANCE DISTRICT, OR
 COVE ORCHARD SEWER SERVICE DISTRICT, OR
 COVE R.F.P.D., OR
 CRESCENT R.F.P.D., OR
 CRESCENT SANITARY DISTRICT, OR
 CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR
 CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR
 CROOK COUNTY CEMETERY DISTRICT, OR
 CROOK COUNTY FIRE AND RESCUE, OR
 CROOK COUNTY PARKS & RECREATION DISTRICT, OR
 CROOK COUNTY S.W.C.D., OR
 CROOK COUNTY VECTOR CONTROL DISTRICT, OR
 CROOKED RIVER RANCH R.F.P.D., OR
 CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR
 CRYSTAL SPRINGS WATER DISTRICT, OR
 CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
 CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR
 CURRY COUNTY S.W.C.D., OR
 CURRY HEALTH DISTRICT, OR
 CURRY PUBLIC LIBRARY DISTRICT, OR
 DALLAS CEMETERY DISTRICT #4, OR
 DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
 DAVID CROCKETT STEAM FIRE COMPANY #1, LA
 DAYS CREEK R.F.P.D., OR
 DAYTON FIRE DISTRICT, OR
 DEAN MINARD WATER DISTRICT, OR
 DEE IRRIGATION DISTRICT, OR
 DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
 DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR
 DEPOE BAY R.F.P.D., OR

DESCHUTES COUNTY 911 SE
 DESCHUTES COUNTY R.F.P.D. #2, OR
 DESCHUTES PUBLIC LIBRARY DISTRICT, OR
 DESCHUTES S.W.C.D., OR
 DESCHUTES VALLEY WATER DISTRICT, OR
 DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
 DEXTER R.F.P.D., OR
 DEXTER SANITARY DISTRICT, OR
 DORA-SITKUM R.F.P.D., OR
 DOUGLAS COUNTY FIRE DISTRICT #2, OR
 DOUGLAS S.W.C.D., OR
 DRAKES CROSSING R.F.P.D., OR
 DRRH SPECIAL ROAD DISTRICT #6, OR
 DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR
 DUFUR RECREATION DISTRICT, OR
 DUMBECK LANE DOMESTIC WATER SUPPLY, OR
 DUNDEE R.F.P.D., OR
 DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR
 EAGLE POINT IRRIGATION DISTRICT, OR
 EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR
 EAGLE VALLEY R.F.P.D., OR
 EAGLE VALLEY S.W.C.D., OR
 EAST FORK IRRIGATION DISTRICT, OR
 EAST MULTNOMAH S.W.C.D., OR
 EAST SALEM SERVICE DISTRICT, OR
 EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR
 EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR
 EAST UMATILLA COUNTY R.F.P.D., OR
 EAST VALLEY WATER DISTRICT, OR
 ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR
 ELGIN HEALTH DISTRICT, OR
 ELGIN R.F.P.D., OR
 ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR
 ELKTON R.F.P.D., OR
 EMERALD P.U.D., OR
 ENTERPRISE IRRIGATION DISTRICT, OR
 ESTACADA CEMETERY MAINTENANCE DISTRICT, OR
 ESTACADA R.F.P.D. #69, OR
 EUGENE R.F.P.D. # 1, OR
 EUGENE WATER AND ELECTRIC BOARD
 EVANS VALLEY FIRE DISTRICT #6, OR
 FAIR OAKS R.F.P.D., OR
 FAIRVIEW R.F.P.D., OR
 FAIRVIEW WATER DISTRICT, OR
 FALCON HEIGHTS WATER AND SEWER, OR
 FALCON-COVE BEACH WATER DISTRICT, OR
 FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
 FARGO INTERCHANGE SERVICE DISTRICT, OR
 FARMERS IRRIGATION DISTRICT, OR
 FAT ELK DRAINAGE DISTRICT, OR
 FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
 FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR
 FOR FAR ROAD DISTRICT, OR
 FOREST GROVE R.F.P.D., OR
 FOREST VIEW SPECIAL ROAD DISTRICT, OR
 FORT ROCK-SILVER LAKE S.W.C.D., OR
 FOUR RIVERS VECTOR CONTROL DISTRICT, OR
 FOX CEMETERY MAINTENANCE DISTRICT, OR
 GARDINER R.F.P.D., OR

GARDINER SANITARY DISTRICT, OR
GARIBALDI R.F.P.D., OR
GASTON R.F.P.D., OR
GATES R.F.P.D., OR
GEARHART R.F.P.D., OR
GILLIAM S.W.C.D., OR
GLENDALE AMBULANCE DISTRICT, OR
GLENDALE R.F.P.D., OR
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
GLENEDEN SANITARY DISTRICT, OR
GLENWOOD WATER DISTRICT, OR
GLIDE - IDLEYLD SANITARY DISTRICT, OR
GLIDE R.F.P.D., OR
GOLD BEACH - WEDDERBURN R.F.P.D., OR
GOLD HILL IRRIGATION DISTRICT, OR
GOLDFINCH ROAD DISTRICT, OR
GOSHEN R.F.P.D., OR
GOVERNMENT CAMP ROAD DISTRICT, OR
GOVERNMENT CAMP SANITARY DISTRICT, OR
GRAND PRAIRIE WATER CONTROL DISTRICT, OR
GRAND RONDE SANITARY DISTRICT, OR
GRANT COUNTY TRANSPORTATION DISTRICT, OR
GRANT S.W.C.D., OR
GRANTS PASS IRRIGATION DISTRICT, OR
GREATER BOWEN VALLEY R.F.P.D., OR
GREATER ST. HELENS PARK & RECREATION DISTRICT, OR
GREATER TOLEDO POOL RECREATION DISTRICT, OR
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
GREEN SANITARY DISTRICT, OR
GREENACRES R.F.P.D., OR
GREENBERRY IRRIGATION DISTRICT, OR
GREENSPRINGS RURAL FIRE DISTRICT, OR
HAHLEN ROAD SPECIAL DISTRICT, OR
HAINES CEMETERY MAINTENANCE DISTRICT, OR
HAINES FIRE PROTECTION DISTRICT, OR
HALSEY-SHEDD R.F.P.D., OR
HAMLET R.F.P.D., OR
HARBOR R.F.P.D., OR
HARBOR SANITARY DISTRICT, OR
HARBOR WATER P.U.D., OR
HARNEY COUNTY HEALTH DISTRICT, OR
HARNEY S.W.C.D., OR
HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
HARRISBURG FIRE AND RESCUE, OR
HAUSER R.F.P.D., OR
HAZELDELL RURAL FIRE DISTRICT, OR
HEBO JOINT WATER-SANITARY AUTHORITY, OR
HECETA WATER P.U.D., OR
HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
HELIX PARK & RECREATION DISTRICT, OR
HELIX R.F.P.D. #7-411, OR
HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
HEPPNER R.F.P.D., OR
HEPPNER WATER CONTROL DISTRICT, OR
HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR
HERMISTON CEMETERY DISTRICT, OR
HERMISTON IRRIGATION DISTRICT, OR
HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR
HIGH DESERT PARK & RECREATION DISTRICT, OR
HIGHLAND SUBDIVISION WATER DISTRICT, OR
HONOLULU INTERNATIONAL AIRPORT
HOOD RIVER COUNTY LIBRARY DISTRICT, OR
HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR
OR

HOOD RIVER S.W.C.D., OR
HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR
HOODLAND FIRE DISTRICT #74
HOODLAND FIRE DISTRICT #74, OR
HORSEFLY IRRIGATION DISTRICT, OR
HOSKINS-KINGS VALLEY R.F.P.D., OR
HOUSING AUTHORITY OF PORTLAND
HUBBARD R.F.P.D., OR
HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR
I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
ICE FOUNTAIN WATER DISTRICT, OR
IDAHO POINT SPECIAL ROAD DISTRICT, OR
IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR
ILLINOIS VALLEY FIRE DISTRICT
ILLINOIS VALLEY R.F.P.D., OR
ILLINOIS VALLEY S.W.C.D., OR
IMBLER R.F.P.D., OR
INTERLACHEN WATER P.U.D., OR
IONE LIBRARY DISTRICT, OR
IONE R.F.P.D. #6-604, OR
IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
IRONSIDE RURAL ROAD DISTRICT #5, OR
IRRIGON PARK & RECREATION DISTRICT, OR
IRRIGON R.F.P.D., OR
ISLAND CITY AREA SANITATION DISTRICT, OR
ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR
JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
JACKSON COUNTY FIRE DISTRICT #3, OR
JACKSON COUNTY FIRE DISTRICT #4, OR
JACKSON COUNTY FIRE DISTRICT #5, OR
JACKSON COUNTY LIBRARY DISTRICT, OR
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
JACKSON S.W.C.D., OR
JASPER KNOLLS WATER DISTRICT, OR
JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR
JEFFERSON COUNTY FIRE DISTRICT #1, OR
JEFFERSON COUNTY LIBRARY DISTRICT, OR
JEFFERSON COUNTY S.W.C.D., OR
JEFFERSON PARK & RECREATION DISTRICT, OR
JEFFERSON R.F.P.D., OR
JOB'S DRAINAGE DISTRICT, OR
JOHN DAY WATER DISTRICT, OR
JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
JORDAN VALLEY CEMETERY DISTRICT, OR
JORDAN VALLEY IRRIGATION DISTRICT, OR
JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR
JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
JOSEPHINE COUNTY 911 AGENCY, OR
JUNCTION CITY R.F.P.D., OR
JUNCTION CITY WATER CONTROL DISTRICT, OR
JUNIPER BUTTE ROAD DISTRICT, OR
JUNIPER CANYON WATER CONTROL DISTRICT, OR
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
JUNIPER FLAT R.F.P.D., OR
JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
KEATING R.F.P.D., OR
KEATING S.W.C.D., OR

KEIZER R.F.P.D., OR
 KELLOGG RURAL FIRE DISTRICT, OR
 KENO IRRIGATION DISTRICT, OR
 KENO PINES ROAD DISTRICT, OR
 KENO R.F.P.D., OR
 KENT WATER DISTRICT, OR
 KERBY WATER DISTRICT, OR
 K-GB-LB WATER DISTRICT, OR
 KILCHIS WATER DISTRICT, OR
 KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
 KLAMATH BASIN IMPROVEMENT DISTRICT, OR
 KLAMATH COUNTY DRAINAGE SERVICE DISTRICT,
 OR
 KLAMATH COUNTY EXTENSION SERVICE DISTRICT,
 OR
 KLAMATH COUNTY FIRE DISTRICT #1, OR
 KLAMATH COUNTY FIRE DISTRICT #3, OR
 KLAMATH COUNTY FIRE DISTRICT #4, OR
 KLAMATH COUNTY FIRE DISTRICT #5, OR
 KLAMATH COUNTY LIBRARY SERVICE DISTRICT,
 OR
 KLAMATH COUNTY PREDATORY ANIMAL
 CONTROL DISTRICT, OR
 KLAMATH DRAINAGE DISTRICT, OR
 KLAMATH FALLS FOREST ESTATES SPECIAL ROAD
 DISTRICT UNIT #2, OR
 KLAMATH INTEROPERABILITY RADIO GROUP, OR
 KLAMATH IRRIGATION DISTRICT, OR
 KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT,
 OR
 KLAMATH S.W.C.D., OR
 KLAMATH VECTOR CONTROL DISTRICT, OR
 KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
 LA GRANDE CEMETERY MAINTENANCE DISTRICT,
 OR
 LA GRANDE R.F.P.D., OR
 LA PINE PARK & RECREATION DISTRICT, OR
 LA PINE R.F.P.D., OR
 LABISH VILLAGE SEWAGE & DRAINAGE, OR
 LACOMB IRRIGATION DISTRICT, OR
 LAFAYETTE AIRPORT COMMISSION, LA
 LAFOURCHE PARISH HEALTH UNIT – DHH-OPH
 REGION 3
 LAIDLAW WATER DISTRICT, OR
 LAKE CHINOOK FIRE & RESCUE, OR
 LAKE COUNTY 4-H & EXTENSION SERVICE
 DISTRICT, OR
 LAKE COUNTY LIBRARY DISTRICT, OR
 LAKE CREEK R.F.P.D. - JACKSON, OR
 LAKE CREEK R.F.P.D. - LANE COUNTY, OR
 LAKE DISTRICT HOSPITAL, OR
 LAKE GROVE R.F.P.D. NO. 57, OR
 LAKE GROVE WATER DISTRICT, OR
 LAKE LABISH WATER CONTROL DISTRICT, OR
 LAKE POINT SPECIAL ROAD DISTRICT, OR
 LAKESIDE R.F.P.D. #4, OR
 LAKESIDE WATER DISTRICT, OR
 LAKEVIEW R.F.P.D., OR
 LAKEVIEW S.W.C.D., OR
 LAMONTAI IMPROVEMENT DISTRICT, OR
 LANE FIRE AUTHORITY, OR
 LANE LIBRARY DISTRICT, OR
 LANE TRANSIT DISTRICT, OR
 LANGELL VALLEY IRRIGATION DISTRICT, OR
 LANGLOIS PUBLIC LIBRARY, OR
 LANGLOIS R.F.P.D., OR
 LANGLOIS WATER DISTRICT, OR
 LAZY RIVER SPECIAL ROAD DISTRICT, OR

LEBANON AQUATIC DISTRICT
 LEBANON R.F.P.D., OR
 LEWIS & CLARK R.F.P.D., OR
 LINCOLN COUNTY LIBRARY DISTRICT, OR
 LINCOLN S.W.C.D., OR
 LINN COUNTY EMERGENCY TELEPHONE AGENCY,
 OR
 LINN S.W.C.D., OR
 LITTLE MUDDY CREEK WATER CONTROL, OR
 LITTLE NESTUCCA DRAINAGE DISTRICT, OR
 LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
 LONE PINE IRRIGATION DISTRICT, OR
 LONG PRAIRIE WATER DISTRICT, OR
 LOOKINGGLASS OLALLA WATER CONTROL
 DISTRICT, OR
 LOOKINGGLASS RURAL FIRE DISTRICT, OR
 LORANE R.F.P.D., OR
 LOST & BOULDER DITCH IMPROVEMENT DISTRICT,
 OR
 LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
 LOUISIANA PUBLIC SERVICE COMMISSION, LA
 LOUISIANA WATER WORKS
 LOWELL R.F.P.D., OR
 LOWER MCKAY CREEK R.F.P.D., OR
 LOWER MCKAY CREEK WATER CONTROL
 DISTRICT, OR
 LOWER POWDER RIVER IRRIGATION DISTRICT, OR
 LOWER SILETZ WATER DISTRICT, OR
 LOWER UMPQUA HOSPITAL DISTRICT, OR
 LOWER UMPQUA PARK & RECREATION DISTRICT,
 OR
 LOWER VALLEY WATER IMPROVEMENT DISTRICT,
 OR
 LUCE LONG DITCH DISTRICT IMPROVEMENT CO.,
 OR
 LUSTED WATER DISTRICT, OR
 LYONS R.F.P.D., OR
 LYONS-MEHAMA WATER DISTRICT, OR
 MADRAS AQUATIC CENTER DISTRICT, OR
 MAKAI SPECIAL ROAD DISTRICT, OR
 MALHEUR COUNTY S.W.C.D., OR
 MALHEUR COUNTY VECTOR CONTROL DISTRICT,
 OR
 MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
 MALHEUR DRAINAGE DISTRICT, OR
 MALHEUR MEMORIAL HEALTH DISTRICT, OR
 MALIN COMMUNITY CEMETERY MAINTENANCE
 DISTRICT, OR
 MALIN COMMUNITY PARK & RECREATION
 DISTRICT, OR
 MALIN IRRIGATION DISTRICT, OR
 MALIN R.F.P.D., OR
 MAPLETON FIRE DEPARTMENT, OR
 MAPLETON WATER DISTRICT, OR
 MARCOLA WATER DISTRICT, OR
 MARION COUNTY EXTENSION & 4H SERVICE
 DISTRICT, OR
 MARION COUNTY FIRE DISTRICT #1, OR
 MARION JACK IMPROVEMENT DISTRICT, OR
 MARION S.W.C.D., OR
 MARY'S RIVER ESTATES ROAD DISTRICT, OR
 MCDONALD FOREST ESTATES SPECIAL ROAD
 DISTRICT, OR
 MCKAY ACRES IMPROVEMENT DISTRICT, OR
 MCKAY DAM R.F.P.D. # 7-410, OR
 MCKENZIE FIRE & RESCUE, OR
 MCKENZIE PALISADES WATER SUPPLY
 CORPORATION, OR

MCMINNVILLE R.F.P.D., OR
 MCNULTY WATER P.U.D., OR
 MEADOWS DRAINAGE DISTRICT, OR
 MEDFORD IRRIGATION DISTRICT, OR
 MEDFORD R.F.P.D. #2, OR
 MEDFORD WATER COMMISSION
 MEDICAL SPRINGS R.F.P.D., OR
 MELHEUR COUNTY JAIL, OR
 MERLIN COMMUNITY PARK DISTRICT, OR
 MERRILL CEMETERY MAINTENANCE DISTRICT, OR
 MERRILL PARK DISTRICT, OR
 MERRILL R.F.P.D., OR
 METRO REGIONAL GOVERNMENT
 METRO REGIONAL PARKS
 METROPOLITAN EXPOSITION RECREATION
 COMMISSION
 METROPOLITAN SERVICE DISTRICT (METRO)
 MID COUNTY CEMETERY MAINTENANCE DISTRICT,
 OR
 MID-COLUMBIA FIRE AND RESCUE, OR
 MIDDLE FORK IRRIGATION DISTRICT, OR
 MIDLAND COMMUNITY PARK, OR
 MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
 MILES CROSSING SANITARY SEWER DISTRICT, OR
 MILL CITY R.F.P.D. #2-303, OR
 MILL FOUR DRAINAGE DISTRICT, OR
 MILLICOMA RIVER PARK & RECREATION DISTRICT,
 OR
 MILLINGTON R.F.P.D. #5, OR
 MILO VOLUNTEER FIRE DEPARTMENT, OR
 MILTON-FREEWATER AMBULANCE SERVICE AREA
 HEALTH DISTRICT, OR
 MILTON-FREEWATER WATER CONTROL DISTRICT,
 OR
 MIROCO SPECIAL ROAD DISTRICT, OR
 MIST-BIRKENFELD R.F.P.D., OR
 MODOC POINT IRRIGATION DISTRICT, OR
 MODOC POINT SANITARY DISTRICT, OR
 MOHAWK VALLEY R.F.P.D., OR
 MOLALLA AQUATIC DISTRICT, OR
 MOLALLA R.F.P.D. #73, OR
 MONITOR R.F.P.D., OR
 MONROE R.F.P.D., OR
 MONUMENT CEMETERY MAINTENANCE DISTRICT,
 OR
 MONUMENT S.W.C.D., OR
 MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
 MORO R.F.P.D., OR
 MORROW COUNTY HEALTH DISTRICT, OR
 MORROW COUNTY UNIFIED RECREATION
 DISTRICT, OR
 MORROW S.W.C.D., OR
 MOSIER FIRE DISTRICT, OR
 MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
 MT. ANGEL R.F.P.D., OR
 MT. HOOD IRRIGATION DISTRICT, OR
 MT. LAKI CEMETERY DISTRICT, OR
 MT. VERNON R.F.P.D., OR
 MULINO WATER DISTRICT #1, OR
 MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
 MULTNOMAH COUNTY R.F.P.D. #10, OR
 MULTNOMAH COUNTY R.F.P.D. #14, OR
 MULTNOMAH EDUCATION SERVICE DISTRICT
 MYRTLE CREEK R.F.P.D., OR
 NEAH-KAH-NIE WATER DISTRICT, OR
 NEDONNA R.F.P.D., OR
 NEHALEM BAY FIRE AND RESCUE, OR
 NEHALEM BAY HEALTH DISTRICT, OR

NEHALEM BAY WASTEWATER TREATMENT PLANT,
 OR
 NESIKA BEACH-OPHIR WATER DISTRICT, OR
 NESKOWIN REGIONAL SANITARY AUTHORITY, OR
 NESKOWIN REGIONAL WATER DISTRICT, OR
 NESTUCCA R.F.P.D., OR
 NETARTS WATER DISTRICT, OR
 NETARTS-OCEANSIDE R.F.P.D., OR
 NETARTS-OCEANSIDE SANITARY DISTRICT, OR
 NEW BRIDGE WATER SUPPLY DISTRICT, OR
 NEW CARLTON FIRE DISTRICT, OR
 NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
 NEW PINE CREEK R.F.P.D., OR
 NEWBERG R.F.P.D., OR
 NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
 NEWPORT R.F.P.D., OR
 NEWT YOUNG DITCH DISTRICT IMPROVEMENT
 COMPANY, OR
 NORTH ALBANY R.F.P.D., OR
 NORTH BAY R.F.P.D. #9, OR
 NORTH CLACKAMAS PARKS & RECREATION
 DISTRICT, OR
 NORTH COUNTY RECREATION DISTRICT, OR
 NORTH DOUGLAS COUNTY FIRE & EMS, OR
 NORTH DOUGLAS PARK & RECREATION DISTRICT,
 OR
 NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
 NORTH GILLIAM COUNTY R.F.P.D., OR
 NORTH LAKE HEALTH DISTRICT, OR
 NORTH LEBANON WATER CONTROL DISTRICT, OR
 NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
 NORTH LINCOLN HEALTH DISTRICT, OR
 NORTH MORROW VECTOR CONTROL DISTRICT, OR
 NORTH SHERMAN COUNTY R.F.P.D., OR
 NORTH UNIT IRRIGATION DISTRICT, OR
 NORTHEAST OREGON HOUSING AUTHORITY, OR
 NORTHEAST WHEELER COUNTY HEALTH DISTRICT,
 OR
 NORTHERN WASCO COUNTY P.U.D., OR
 NORTHERN WASCO COUNTY PARK & RECREATION
 DISTRICT, OR
 NYE DITCH USERS DISTRICT IMPROVEMENT, OR
 NYSSA ROAD ASSESSMENT DISTRICT #2, OR
 NYSSA RURAL FIRE DISTRICT, OR
 NYSSA-ARCADIA DRAINAGE DISTRICT, OR
 OAK LODGE WATER SERVICES, OR
 OAKLAND R.F.P.D., OR
 OAKVILLE COMMUNITY CENTER, OR
 OCEANSIDE WATER DISTRICT, OR
 OCHOCO IRRIGATION DISTRICT, OR
 OCHOCO WEST WATER AND SANITARY
 AUTHORITY, OR
 ODELL SANITARY DISTRICT, OR
 OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
 OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
 ONTARIO LIBRARY DISTRICT, OR
 ONTARIO R.F.P.D., OR
 OPHIR R.F.P.D., OR
 OREGON COAST COMMUNITY ACTION
 OREGON HOUSING AND COMMUNITY SERVICES
 OREGON INTERNATIONAL PORT OF COOS BAY, OR
 OREGON LEGISLATIVE ADMINISTRATION
 OREGON OUTBACK R.F.P.D., OR
 OREGON POINT, OR
 OREGON TRAIL LIBRARY DISTRICT, OR
 OTTER ROCK WATER DISTRICT, OR
 OWW UNIT #2 SANITARY DISTRICT, OR
 OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
 OWYHEE IRRIGATION DISTRICT, OR

PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR
 PACIFIC COMMUNITIES HEALTH DISTRICT, OR
 PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
 PALATINE HILL WATER DISTRICT, OR
 PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY, OR
 PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
 PANTHER CREEK ROAD DISTRICT, OR
 PANTHER CREEK WATER DISTRICT, OR
 PARKDALE R.F.P.D., OR
 PARKDALE SANITARY DISTRICT, OR
 PENINSULA DRAINAGE DISTRICT #1, OR
 PENINSULA DRAINAGE DISTRICT #2, OR
 PHILOMATH FIRE AND RESCUE, OR
 PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR
 PILOT ROCK PARK & RECREATION DISTRICT, OR
 PILOT ROCK R.F.P.D., OR
 PINE EAGLE HEALTH DISTRICT, OR
 PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
 PINE GROVE IRRIGATION DISTRICT, OR
 PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR
 PINE GROVE WATER DISTRICT-MAUPIN, OR
 PINE VALLEY CEMETERY DISTRICT, OR
 PINE VALLEY R.F.P.D., OR
 PINWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR
 PIONEER DISTRICT IMPROVEMENT COMPANY, OR
 PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR
 PISTOL RIVER FIRE DISTRICT, OR
 PLEASANT HILL R.F.P.D., OR
 PLEASANT HOME WATER DISTRICT, OR
 POCAHONTAS MINING AND IRRIGATION DISTRICT, OR
 POE VALLEY IMPROVEMENT DISTRICT, OR
 POE VALLEY PARK & RECREATION DISTRICT, OR
 POE VALLEY VECTOR CONTROL DISTRICT, OR
 POLK COUNTY FIRE DISTRICT #1, OR
 POLK S.W.C.D., OR
 POMPADOUR WATER IMPROVEMENT DISTRICT, OR
 PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR
 PORT OF ALSEA, OR
 PORT OF ARLINGTON, OR
 PORT OF ASTORIA, OR
 PORT OF BANDON, OR
 PORT OF BRANDON, OR
 PORT OF BROOKINGS HARBOR, OR
 PORT OF CASCADE LOCKS, OR
 PORT OF COQUILLE RIVER, OR
 PORT OF GARIBALDI, OR
 PORT OF GOLD BEACH, OR
 PORT OF HOOD RIVER, OR
 PORT OF MORGAN CITY, LA
 PORT OF MORROW, OR
 PORT OF NEHALEM, OR
 PORT OF NEWPORT, OR
 PORT OF PORT ORFORD, OR
 PORT OF PORTLAND, OR
 PORT OF SIUSLAW, OR
 PORT OF ST. HELENS, OR
 PORT OF THE DALLES, OR
 PORT OF TILLAMOOK BAY, OR
 PORT OF TOLEDO, OR
 PORT OF UMATILLA, OR

PORT OF UMPQUA, OR
 PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR
 PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
 PORT ORFORD R.F.P.D., OR
 PORTLAND DEVELOPMENT COMMISSION, OR
 PORTLAND FIRE AND RESCUE
 PORTLAND HOUSING CENTER, OR
 POWDER R.F.P.D., OR
 POWDER RIVER R.F.P.D., OR
 POWDER VALLEY WATER CONTROL DISTRICT, OR
 POWERS HEALTH DISTRICT, OR
 PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
 PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR
 PROSPECT R.F.P.D., OR
 QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
 QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR
 RAINBOW WATER DISTRICT, OR
 RAINIER CEMETERY DISTRICT, OR
 RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
 RALEIGH WATER DISTRICT, OR
 REDMOND AREA PARK & RECREATION DISTRICT, OR
 REDMOND FIRE AND RESCUE, OR
 RIDDLE FIRE PROTECTION DISTRICT, OR
 RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, OR
 RIDGEWOOD ROAD DISTRICT, OR
 RIETH SANITARY DISTRICT, OR
 RIETH WATER DISTRICT, OR
 RIMROCK WEST IMPROVEMENT DISTRICT, OR
 RINK CREEK WATER DISTRICT, OR
 RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
 RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
 RIVER MEADOWS IMPROVEMENT DISTRICT, OR
 RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
 RIVER ROAD PARK & RECREATION DISTRICT, OR
 RIVER ROAD WATER DISTRICT, OR
 RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR
 RIVERDALE R.F.P.D. 11-JT, OR
 RIVERGROVE WATER DISTRICT, OR
 RIVERSIDE MISSION WATER CONTROL DISTRICT, OR
 RIVERSIDE R.F.P.D. #7-406, OR
 RIVERSIDE WATER DISTRICT, OR
 ROBERTS CREEK WATER DISTRICT, OR
 ROCK CREEK DISTRICT IMPROVEMENT, OR
 ROCK CREEK WATER DISTRICT, OR
 ROCKWOOD WATER P.U.D., OR
 ROCKY POINT FIRE & EMS, OR
 ROGUE RIVER R.F.P.D., OR
 ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
 ROGUE VALLEY SEWER SERVICES, OR
 ROGUE VALLEY SEWER, OR
 ROGUE VALLEY TRANSPORTATION DISTRICT, OR
 ROSEBURG URBAN SANITARY AUTHORITY, OR
 ROSEWOOD ESTATES ROAD DISTRICT, OR
 ROW RIVER VALLEY WATER DISTRICT, OR
 RURAL ROAD ASSESSMENT DISTRICT #3, OR
 RURAL ROAD ASSESSMENT DISTRICT #4, OR
 SAINT LANDRY PARISH TOURIST COMMISSION
 SAINT MARY PARISH REC DISTRICT 2
 SAINT MARY PARISH REC DISTRICT 3
 SAINT TAMMANY FIRE DISTRICT 4, LA
 SALEM AREA MASS TRANSIT DISTRICT, OR

SALEM MASS TRANSIT DISTRICT
 SALEM SUBURBAN R.F.P.D., OR
 SALISHAN SANITARY DISTRICT, OR
 SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
 SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR
 SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR
 SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
 SANDY DRAINAGE IMPROVEMENT COMPANY, OR
 SANDY R.F.P.D. #72, OR
 SANTA CLARA R.F.P.D., OR
 SANTA CLARA WATER DISTRICT, OR
 SANTIAM WATER CONTROL DISTRICT, OR
 SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
 SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR
 SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR
 SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
 SCAPPOOSE R.F.P.D., OR
 SCIO R.F.P.D., OR
 SCOTTSBURG R.F.P.D., OR
 SEAL ROCK R.F.P.D., OR
 SEAL ROCK WATER DISTRICT, OR
 SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
 SHANGRI-LA WATER DISTRICT, OR
 SHASTA VIEW IRRIGATION DISTRICT, OR
 SHELLEY ROAD CREST ACRES WATER DISTRICT, OR
 SHERIDAN FIRE DISTRICT, OR
 SHERMAN COUNTY HEALTH DISTRICT, OR
 SHERMAN COUNTY S.W.C.D., OR
 SHORELINE SANITARY DISTRICT, OR
 SILETZ KEYS SANITARY DISTRICT, OR
 SILETZ R.F.P.D., OR
 SILVER FALLS LIBRARY DISTRICT, OR
 SILVER LAKE IRRIGATION DISTRICT, OR
 SILVER LAKE R.F.P.D., OR
 SILVER SANDS SPECIAL ROAD DISTRICT, OR
 SILVERTON R.F.P.D. NO. 2, OR
 SISTERS PARKS & RECREATION DISTRICT, OR
 SISTERS-CAMP SHERMAN R.F.P.D., OR
 SIUSLAW PUBLIC LIBRARY DISTRICT, OR
 SIUSLAW S.W.C.D., OR
 SIUSLAW VALLEY FIRE AND RESCUE, OR
 SIXES R.F.P.D., OR
 SKIPANON WATER CONTROL DISTRICT, OR
 SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR
 SLEEPY HOLLOW WATER DISTRICT, OR
 SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR
 SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR
 SOUTH COUNTY HEALTH DISTRICT, OR
 SOUTH FORK WATER BOARD, OR
 SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
 SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
 SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
 SOUTH LAFOURCHE LEVEE DISTRICT, LA
 SOUTH LANE COUNTY FIRE & RESCUE, OR
 SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR
 SOUTH SHERMAN FIRE DISTRICT, OR
 SOUTH SUBURBAN SANITARY DISTRICT, OR

SOUTH WASCO PARK & RECREATION DISTRICT, OR
 SOUTHERN COOS HEALTH DISTRICT, OR
 SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR
 SOUTHVIEW IMPROVEMENT DISTRICT, OR
 SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR
 SOUTHWESTERN POLK COUNTY R.F.P.D., OR
 SOUTHWOOD PARK WATER DISTRICT, OR
 SPECIAL ROAD DISTRICT #1, OR
 SPECIAL ROAD DISTRICT #8, OR
 SPRING RIVER SPECIAL ROAD DISTRICT, OR
 SPRINGFIELD UTILITY BOARD, OR
 ST. PAUL R.F.P.D., OR
 STANFIELD CEMETERY DISTRICT #6, OR
 STANFIELD IRRIGATION DISTRICT, OR
 STARR CREEK ROAD DISTRICT, OR
 STARWOOD SANITARY DISTRICT, OR
 STAYTON FIRE DISTRICT, OR
 SUBLIMITY FIRE DISTRICT, OR
 SUBURBAN EAST SALEM WATER DISTRICT, OR
 SUBURBAN LIGHTING DISTRICT, OR
 SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR
 SUMMER LAKE IRRIGATION DISTRICT, OR
 SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR
 SUMNER R.F.P.D., OR
 SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
 SUNDOWN SANITATION DISTRICT, OR
 SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
 SUNNYSIDE IRRIGATION DISTRICT, OR
 SUNRISE WATER AUTHORITY, OR
 SUNRIVER SERVICE DISTRICT, OR
 SUNSET EMPIRE PARK & RECREATION DISTRICT, OR
 SUNSET EMPIRE TRANSPORTATION DISTRICT, OR
 SURFLAND ROAD DISTRICT, OR
 SUTHERLIN VALLEY RECREATION DISTRICT, OR
 SUTHERLIN WATER CONTROL DISTRICT, OR
 SWALLEY IRRIGATION DISTRICT, OR
 SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR
 SWEET HOME FIRE & AMBULANCE DISTRICT, OR
 SWISSHOME-DEADWOOD R.F.P.D., OR
 TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR
 TALENT IRRIGATION DISTRICT, OR
 TANGENT R.F.P.D., OR
 TENMILE R.F.P.D., OR
 TERREBONNE DOMESTIC WATER DISTRICT, OR
 THE DALLES IRRIGATION DISTRICT, OR
 THOMAS CREEK-WESTSIDE R.F.P.D., OR
 THREE RIVERS RANCH ROAD DISTRICT, OR
 THREE SISTERS IRRIGATION DISTRICT, OR
 TIGARD TUALATIN AQUATIC DISTRICT, OR
 TIGARD WATER DISTRICT, OR
 TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR
 TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR
 TILLAMOOK COUNTY S.W.C.D., OR
 TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR
 TILLAMOOK FIRE DISTRICT, OR
 TILLAMOOK P.U.D., OR
 TILLER R.F.P.D., OR

TOBIN DITCH DISTRICT IMPROVEMENT COMPANY,
 OR
 TOLEDO R.F.P.D., OR
 TONE WATER DISTRICT, OR
 TOOLEY WATER DISTRICT, OR
 TRASK DRAINAGE DISTRICT, OR
 TRI CITY R.F.P.D. #4, OR
 TRI-CITY WATER & SANITARY AUTHORITY, OR
 TRI-COUNTY METROPOLITAN TRANSPORTATION
 DISTRICT OF OREGON
 TRIMET, OR
 TUALATIN HILLS PARK & RECREATION DISTRICT
 TUALATIN HILLS PARK & RECREATION DISTRICT,
 OR
 TUALATIN S.W.C.D., OR
 TUALATIN VALLEY FIRE & RESCUE
 TUALATIN VALLEY FIRE & RESCUE, OR
 TUALATIN VALLEY IRRIGATION DISTRICT, OR
 TUALATIN VALLEY WATER DISTRICT
 TUALATIN VALLEY WATER DISTRICT, OR
 TUMALO IRRIGATION DISTRICT, OR
 TURNER FIRE DISTRICT, OR
 TWIN ROCKS SANITARY DISTRICT, OR
 TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
 TWO RIVERS S.W.C.D., OR
 TWO RIVERS SPECIAL ROAD DISTRICT, OR
 TYGH VALLEY R.F.P.D., OR
 TYGH VALLEY WATER DISTRICT, OR
 UMATILLA COUNTY FIRE DISTRICT #1, OR
 UMATILLA COUNTY S.W.C.D., OR
 UMATILLA COUNTY SPECIAL LIBRARY DISTRICT,
 OR
 UMATILLA HOSPITAL DISTRICT, OR
 UMATILLA R.F.P.D. #7-405, OR
 UMATILLA-MORROW RADIO AND DATA DISTRICT,
 OR
 UMPQUA S.W.C.D., OR
 UNION CEMETERY MAINTENANCE DISTRICT, OR
 UNION COUNTY SOLID WASTE DISPOSAL DISTRICT,
 OR
 UNION COUNTY VECTOR CONTROL DISTRICT, OR
 UNION GAP SANITARY DISTRICT, OR
 UNION GAP WATER DISTRICT, OR
 UNION HEALTH DISTRICT, OR
 UNION R.F.P.D., OR
 UNION S.W.C.D., OR
 UNITY COMMUNITY PARK & RECREATION
 DISTRICT, OR
 UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
 UPPER MCKENZIE R.F.P.D., OR
 UPPER WILLAMETTE S.W.C.D., OR
 VALE OREGON IRRIGATION DISTRICT, OR
 VALE RURAL FIRE PROTECTION DISTRICT, OR
 VALLEY ACRES SPECIAL ROAD DISTRICT, OR
 VALLEY VIEW CEMETERY MAINTENANCE
 DISTRICT, OR
 VALLEY VIEW WATER DISTRICT, OR
 VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR
 VERNONIA R.F.P.D., OR
 VINEYARD MOUNTAIN PARK & RECREATION
 DISTRICT, OR
 VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT,
 OR
 WALLA WALLA RIVER IRRIGATION DISTRICT, OR
 WALLOWA COUNTY HEALTH CARE DISTRICT, OR
 WALLOWA LAKE COUNTY SERVICE DISTRICT, OR
 WALLOWA LAKE IRRIGATION DISTRICT, OR
 WALLOWA LAKE R.F.P.D., OR

WALLOWA S.W.C.D., OR
 WALLOWA VALLEY IMPROVEMENT DISTRICT #1,
 OR
 WAMIC R.F.P.D., OR
 WAMIC WATER & SANITARY AUTHORITY, OR
 WARMSPRINGS IRRIGATION DISTRICT, OR
 WASCO COUNTY S.W.C.D., OR
 WATER ENVIRONMENT SERVICES, OR
 WATER WONDERLAND IMPROVEMENT DISTRICT,
 OR
 WATERBURY & ALLEN DITCH IMPROVEMENT
 DISTRICT, OR
 WATSECO-BARVIEW WATER DISTRICT, OR
 WAUNA WATER DISTRICT, OR
 WEDDERBURN SANITARY DISTRICT, OR
 WEST EAGLE VALLEY WATER CONTROL DISTRICT,
 OR
 WEST EXTENSION IRRIGATION DISTRICT, OR
 WEST LABISH DRAINAGE & WATER CONTROL
 IMPROVEMENT DISTRICT, OR
 WEST MULTNOMAH S.W.C.D., OR
 WEST SIDE R.F.P.D., OR
 WEST SLOPE WATER DISTRICT, OR
 WEST UMATILLA MOSQUITO CONTROL DISTRICT,
 OR
 WEST VALLEY FIRE DISTRICT, OR
 WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR
 WESTERN LANE AMBULANCE DISTRICT, OR
 WESTLAND IRRIGATION DISTRICT, OR
 WESTON ATHENA MEMORIAL HALL PARK &
 RECREATION DISTRICT, OR
 WESTON CEMETERY DISTRICT #2, OR
 WESTPORT FIRE AND RESCUE, OR
 WESTRIDGE WATER SUPPLY CORPORATION, OR
 WESTWOOD HILLS ROAD DISTRICT, OR
 WESTWOOD VILLAGE ROAD DISTRICT, OR
 WHEELER S.W.C.D., OR
 WHITE RIVER HEALTH DISTRICT, OR
 WIARD MEMORIAL PARK DISTRICT, OR
 WICKIUP WATER DISTRICT, OR
 WILLAKENZIE R.F.P.D., OR
 WILLAMALANE PARK & RECREATION DISTRICT, OR
 WILLAMALANE PARK AND RECREATION DISTRICT
 WILLAMETTE HUMANE SOCIETY
 WILLAMETTE RIVER WATER COALITION, OR
 WILLIAMS R.F.P.D., OR
 WILLOW CREEK PARK DISTRICT, OR
 WILLOW DALE WATER DISTRICT, OR
 WILSON RIVER WATER DISTRICT, OR
 WINCHESTER BAY R.F.P.D., OR
 WINCHESTER BAY SANITARY DISTRICT, OR
 WINCHUCK R.F.P.D., OR
 WINSTON-DILLARD R.F.P.D., OR
 WINSTON-DILLARD WATER DISTRICT, OR
 WOLF CREEK R.F.P.D., OR
 WOOD RIVER DISTRICT IMPROVEMENT COMPANY,
 OR
 WOODBURN R.F.P.D. NO. 6, OR
 WOODLAND PARK SPECIAL ROAD DISTRICT, OR
 WOODS ROAD DISTRICT, OR
 WRIGHT CREEK ROAD WATER IMPROVEMENT
 DISTRICT, OR
 WY'EAST FIRE DISTRICT, OR
 YACHATS R.F.P.D., OR
 YAMHILL COUNTY TRANSIT AREA, OR
 YAMHILL FIRE PROTECTION DISTRICT, OR
 YAMHILL SWCD, OR
 YONCALLA PARK & RECREATION DISTRICT, OR

YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT,
OR
ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
SALEM-KEIZER PUBLIC SCHOOLS 24J
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT

MULTISENSORY LEARNING
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE
DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE
DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE
(AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS &
MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY
(BSTA), UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT
DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT

Meeting Date: 05/14/2024 Item #11.

DUCHESNE SCHOOL DISTRICT, UT
 EARLY LIGHT ACADEMY AT DAYBREAK, UT
 EAST HOLLYWOOD HIGH, UT
 EDITH BOWEN LABORATORY SCHOOL, UT
 EMERSON ALCOTT ACADEMY, UT
 EMERY SCHOOL DISTRICT, UT
 ENTHEOS ACADEMY, UT
 EXCELSIOR ACADEMY, UT
 FAST FORWARD HIGH, UT
 FREEDOM ACADEMY, UT
 GARFIELD SCHOOL DISTRICT, UT
 GATEWAY PREPARATORY ACADEMY, UT
 GEORGE WASHINGTON ACADEMY, UT
 GOOD FOUNDATION ACADEMY, UT
 GRAND SCHOOL DISTRICT, UT
 GRANITE DISTRICT, UT
 GUADALUPE SCHOOL, UT
 HAWTHORN ACADEMY, UT
 INTECH COLLEGIATE HIGH SCHOOL, UT
 IRON SCHOOL DISTRICT, UT
 ITINERIS EARLY COLLEGE HIGH, UT
 JOHN HANCOCK CHARTER SCHOOL, UT
 JORDAN DISTRICT, UT
 JUAB SCHOOL DISTRICT, UT
 KANE SCHOOL DISTRICT, UT
 KARL G MAESER PREPARATORY ACADEMY, UT
 LAKEVIEW ACADEMY, UT
 LEGACY PREPARATORY ACADEMY, UT
 LIBERTY ACADEMY, UT
 LINCOLN ACADEMY, UT
 LOGAN SCHOOL DISTRICT, UT
 MARIA MONTESSORI ACADEMY, UT
 MERIT COLLEGE PREPARATORY ACADEMY, UT
 MILLARD SCHOOL DISTRICT, UT
 MOAB CHARTER SCHOOL, UT
 MONTICELLO ACADEMY, UT
 MORGAN SCHOOL DISTRICT, UT
 MOUNTAINVILLE ACADEMY, UT
 MURRAY SCHOOL DISTRICT, UT
 NAVIGATOR POINTE ACADEMY, UT
 NEBO SCHOOL DISTRICT, UT
 NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT
 NOAH WEBSTER ACADEMY, UT
 NORTH DAVIS PREPARATORY ACADEMY, UT
 NORTH SANPETE SCHOOL DISTRICT, UT
 NORTH STAR ACADEMY, UT
 NORTH SUMMIT SCHOOL DISTRICT, UT
 ODYSSEY CHARTER SCHOOL, UT
 OGDEN PREPARATORY ACADEMY, UT
 OGDEN SCHOOL DISTRICT, UT
 OPEN CLASSROOM, UT
 OPEN HIGH SCHOOL OF UTAH, UT
 OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
 PARADIGM HIGH SCHOOL, UT
 PARK CITY SCHOOL DISTRICT, UT
 PINNACLE CANYON ACADEMY, UT
 PIUTE SCHOOL DISTRICT, UT
 PROVIDENCE HALL, UT
 PROVO SCHOOL DISTRICT, UT
 QUAIL RUN PRIMARY SCHOOL, UT
 QUEST ACADEMY, UT
 RANCHES ACADEMY, UT
 REAGAN ACADEMY, UT
 RENAISSANCE ACADEMY, UT
 RICH SCHOOL DISTRICT, UT
 ROCKWELL CHARTER HIGH SCHOOL, UT
 SALT LAKE ARTS ACADEMY, UT

SALT LAKE CENTER FOR SCIENCE, UT
 SALT LAKE SCHOOL DISTRICT, UT
 SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
 SAN JUAN SCHOOL DISTRICT, UT
 SEVIER SCHOOL DISTRICT, UT
 SOLDIER HOLLOW CHARTER SCHOOL, UT
 SOUTH SANPETE SCHOOL DISTRICT, UT
 SOUTH SUMMIT SCHOOL DISTRICT, UT
 SPECTRUM ACADEMY, UT
 SUCCESS ACADEMY, UT
 SUCCESS SCHOOL, UT
 SUMMIT ACADEMY, UT
 SUMMIT ACADEMY HIGH SCHOOL, UT
 SYRACUSE ARTS ACADEMY, UT
 THOMAS EDISON - NORTH, UT
 TIMPANOGOS ACADEMY, UT
 TINTIC SCHOOL DISTRICT, UT
 TOOELE SCHOOL DISTRICT, UT
 TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT
 UINTAH RIVER HIGH, UT
 UINTAH SCHOOL DISTRICT, UT
 UTAH CONNECTIONS ACADEMY, UT
 UTAH COUNTY ACADEMY OF SCIENCE, UT
 UTAH ELECTRONIC HIGH SCHOOL, UT
 UTAH SCHOOLS FOR DEAF & BLIND, UT
 UTAH STATE OFFICE OF EDUCATION, UT
 UTAH VIRTUAL ACADEMY, UT
 VENTURE ACADEMY, UT
 VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT
 WALDEN SCHOOL OF LIBERAL ARTS, UT
 WASATCH PEAK ACADEMY, UT
 WASATCH SCHOOL DISTRICT, UT
 WASHINGTON SCHOOL DISTRICT, UT
 WAYNE SCHOOL DISTRICT, UT
 WEBER SCHOOL DISTRICT, UT
 WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
 BATON ROUGE COMMUNITY COLLEGE, LA
 BIRTHINGWAY COLLEGE OF MIDWIFERY
 BLUE MOUNTAIN COMMUNITY COLLEGE
 BRIGHAM YOUNG UNIVERSITY - HAWAII
 CENTRAL OREGON COMMUNITY COLLEGE
 CENTENARY COLLEGE OF LOUISIANA
 CHEMEKETA COMMUNITY COLLEGE
 CLACKAMAS COMMUNITY COLLEGE
 COLLEGE OF THE MARSHALL ISLANDS
 COLUMBIA GORGE COMMUNITY COLLEGE
 CONCORDIA UNIVERSITY
 GEORGE FOX UNIVERSITY
 KLAMATH COMMUNITY COLLEGE DISTRICT
 LANE COMMUNITY COLLEGE
 LEWIS AND CLARK COLLEGE
 LINFIELD COLLEGE
 LINN-BENTON COMMUNITY COLLEGE
 LOUISIANA COLLEGE, LA
 LOUISIANA STATE UNIVERSITY
 LOUISIANA STATE UNIVERSITY HEALTH SERVICES
 MARYLHURST UNIVERSITY
 MT. HOOD COMMUNITY COLLEGE
 MULTNOMAH BIBLE COLLEGE
 NATIONAL COLLEGE OF NATURAL MEDICINE
 NORTHWEST CHRISTIAN COLLEGE
 OREGON HEALTH AND SCIENCE UNIVERSITY

OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION

STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT
ATTORNEY
STATE OF UTAH

HEART OF APPALACHIA REGION (VIRGINIA) to include:

CITIES & TOWNS

Bluefield, VA
Grundy, VA
Norton, VA
Town of Tazewell, VA
Big Stone Gap, VA
Clintwood, VA
St. Paul, VA

COUNTIES

Buchanan County, VA
Dickenson County, VA
Lee County, VA
Russell County, VA
Scott County, VA
Tazewell County, VA
Wise County, VA

BLUE RIDGE HIGHLANDS REGION (VIRGINIA) to include:

CITIES & TOWNS

Abingdon, VA
Blacksburg, VA
Bristol, VA
Christiansburg, VA
Damascus, VA
Galax, VA
Marion, VA
Pulaski, VA
Radford, VA
Wytheville, VA

COUNTIES

Bland County, VA
Carroll County, VA
Floyd County, VA
Giles County, VA
Grayson County, VA
Montgomery County, VA
Patrick County, VA
Pulaski County, VA
Smyth County, VA
Washington County, VA
Wythe County, VA

CENTRAL VIRGINIA REGION (VIRGINIA) to include:

CITIES & TOWNS

Appomattox, VA
Ashland, VA
Blackstone, VA
Charlottesville, VA
Colonial Heights, VA
Chester, VA
Farmville, VA
Hopewell, VA
Lynchburg, VA
Petersburg, VA
Richmond, VA
Scottsville, VA
Wintergreen, VA

COUNTIES

Albemarle County, VA
Amelia County, VA
Amherst County, VA
Appomattox County, VA
Buckingham County, VA
Campbell County, VA
Chesterfield County, VA
Cumberland County, VA
Dinwiddie County, VA
Fluvanna County, VA
Goochland County, VA
Greene County, VA
Hanover County, VA
Henrico County, VA
Louisa County, VA
Madison County, VA

Nelson County, VA
Nottoway County, VA
Orange County, VA
Powhatan County, VA
Prince Edward County, VA
Prince George County, VA

Sussex County, VA

TIDEWATER REGION (WHICH ALSO INCLUDES THE CHESAPEAKE BAY REGION) (VIRGINIA) to include:

CITIES & TOWNS

Kilmarnock, VA
Warsaw, VA
Urbanna, VA
West Point, VA
Colonial Beach, VA
Tappahannock, VA
Gloucester, VA
Irvington, VA

COUNTIES

Middlesex County, VA
Lancaster County, VA
Northumberland County, VA
Richmond County, VA
King William County, VA
King & Queen County, VA
Mathews County, VA
Westmoreland County, VA
Essex County, VA
Gloucester County, VA
King George County, VA

COASTAL VIRGINIA - EASTERN SHORE REGION (VIRGINIA) to include:

CITIES & TOWNS

Accomac, VA
Cape Charles, VA
Chincoteague Island, VA
Exmore, VA
Onancock, VA
Tangier Island, VA
Wachapreague, VA

COUNTIES

Northampton County, VA
Accomack County, VA

Tidewater COASTAL VIRGINIA - HAMPTON ROADS REGION (VIRGINIA) to include:

CITIES & TOWNS

Charles City, VA
Chesapeake, VA
Franklin, VA
Hampton, VA
Newport News, VA
Norfolk, VA
Poquoson, VA
Portsmouth, VA
Smithfield, VA

Suffolk, VA
Virginia Beach, VA
Williamsburg, VA
Yorktown, VA

COUNTIES

Charles City County, VA
Isle of Wight County, VA
James City County, VA
New Kent County, VA
Southampton County, VA
Surry County, VA
York County, VA

NORTHERN VIRGINIA REGION (VIRGINIA) to include:

CITIES & TOWNS

Alexandria, VA
Arlington, VA
Centreville, VA
Chantilly, VA
Clifton, VA
Culpeper, VA
Dulles, VA
Falls Church, VA
Fairfax, VA
Fredericksburg, VA
Herndon, VA
Leesburg, VA
Lorton, VA
Manassas Park, VA
Manassas, VA

COUNTIES

Rappahannock County, VA
Fauquier County, VA
Stafford County, VA
Spotsylvania County, VA
Caroline County, VA
Prince William County, VA
Fairfax County, VA
Loudoun County, VA
Culpeper County, VA

Marshall, VA
McLean, VA
Middleburg, VA
Occoquan, VA
Purcellville, VA
Reston, VA
Spotsylvania, VA
Springfield, VA
Triangle, VA
Vienna, VA
Warrenton, VA
Woodbridge, VA
Washington, VA

SHENANDOAH VALLEY REGION (VIRGINIA) to include:

CITIES & TOWNS

Berryville, VA
Buena Vista, VA
Front Royal, VA
Harrisonburg, VA
Lexington, VA
Luray, VA

Natural Bridge VA

Shenandoah, VA
Staunton, VA
Waynesboro, VA
Winchester, VA

COUNTIES

Augusta County, VA
Clarke County, VA
Frederick County, VA
Page County, VA
Rockbridge County, VA
Rockingham County, VA
Shenandoah County, VA
Warren County, VA

SOUTHERN VIRGINIA (VIRGINIA) to include:

CITIES & TOWNS

Danville, VA
Emporia, VA
Martinsville, VA
South Boston, VA
South Hill, VA
Clarksville, VA

COUNTIES

Brunswick County, VA
Charlotte County, VA
Greensville County, VA
Henry County, VA
Halifax County, VA
Lunenburg County, VA
Mecklenburg County, VA
Pittsylvania County, VA

VIRGINIA MOUNTAINS REGION (VIRGINIA) to include:

CITIES & TOWNS

Bedford, VA
Buchanan, VA
Clifton Forge, VA
Covington, VA
Fincastle, VA
Hot Springs, VA
New Castle, VA
Roanoke, VA
Rocky Mount, VA
Salem, VA
Troutville, VA
Vinton, VA
Warm Springs, VA

COUNTIES

Alleghany County, VA
Bath County, VA
Bedford County, VA
Botetourt County, VA
Craig County, VA
Franklin County, VA
Highland County, VA
Roanoke County, VA

SCHOOL DISTRICTS (VIRGINIA) to include:

Accomack County Public Schools, VA
Albemarle County Public Schools, VA
Alexandria City Public Schools, VA
Alleghany County Public Schools, VA

Amelia County Public Schools, VA
Amherst County Public Schools, VA
Appomattox County Public Schools, VA
Arlington Public Schools, VA
Augusta County Public Schools, VA
Bath County Public Schools, VA
Bedford City Public Schools, VA
Bedford County Public Schools, VA
Bland County Public Schools, VA
Botetourt County Public Schools, VA
Bristol Public Schools, VA

Brunswick County Public Schools, VA

Buchanan County Public Schools, VA
Buckingham County Public Schools, VA
Buena Vista City Public Schools, VA
Campbell County Public Schools, VA
Caroline County Public Schools, VA
Carroll County Public Schools, VA
Charles City County Public Schools, VA
Charlotte County Public Schools, VA
Charlottesville City Schools, VA
Chesapeake Public Schools, VA

Lunenburg County Public Schools, VA
Lynchburg City Public Schools, VA
Madison County Public Schools, VA
Manassas City Public Schools, VA

Manassas Park City Public Schools, VA
Martinsville City Public Schools, VA
Mathews County Public Schools, VA
Mecklenburg County Public Schools, VA
Middlesex County Public Schools, VA
Montgomery County Public Schools, VA
Nelson County Public Schools, VA
New Kent County Public Schools, VA
Newport News Public Schools, VA
Norfolk Public Schools, VA
Northampton County Public Schools, VA
Northumberland County Public Schools, VA

Norton City Schools, VA
Nottoway County Public Schools, VA
Orange County Public Schools, VA
Page County Public Schools, VA
Patrick County Public Schools, VA
Petersburg City Public Schools, VA
Pittsylvania County Public Schools, VA
Poquoson City Public Schools, VA
Portsmouth Public Schools, VA
Powhatan County Public Schools, VA

Chesterfield County Public Schools, VA
Clarke County Public Schools, VA
Colonial Beach Public Schools, VA
Colonial Heights Public Schools, VA
Covington City Public Schools, VA
Craig County Public Schools, VA
Culpeper County Public Schools, VA
Cumberland County Public Schools, VA
Danville Public Schools, VA
Dickenson County Public Schools, VA
Dinwiddie County Public Schools, VA
Essex County Public Schools, VA
Fairfax County Public Schools, VA
Falls Church City Public Schools, VA
Fauquier County Public Schools, VA
Floyd County Public Schools, VA
Fluvanna County Public Schools, VA
Franklin City Public Schools, VA
Franklin County Public Schools, VA
Frederick County Public Schools, VA
Fredericksburg City Schools, VA
Galax City Public Schools, VA
Giles County Public Schools, VA
Gloucester County Public Schools, VA

Goochland County Public Schools, VA
Grayson County Public Schools, VA
Greene County Public Schools, VA
Greensville County Public Schools, VA
Halifax County Public Schools, VA
Hampton City Schools, VA
Hanover County Public Schools, VA
Harrisonburg City Public Schools, VA
Henrico County Public Schools, VA
Henry County Public Schools, VA
Highland County Public Schools, VA
Hopewell City Public Schools, VA
Isle of Wight County Public Schools, VA
King and Queen County Public Schools, VA
King George County Public Schools, VA
King William County Public Schools, VA
Lancaster County Public Schools, VA
Lee County Public Schools, VA
Lexington City Schools, VA
Loudoun County Public Schools, VA
Louisa County Public Schools, VA
Washington County Public Schools, VA

Prince Edward County Public Schools, VA
Prince George County Public Schools, VA
Prince William County Public Schools, VA
Pulaski County Public Schools, VA
Radford City Schools, VA
Rappahannock County Public Schools, VA
Richmond County Public Schools, VA
Richmond Public Schools, VA
Roanoke City Public Schools, VA
Roanoke County Public Schools, VA
Rockbridge County Public Schools, VA
Rockingham County Public Schools, VA
Russell County Public Schools, VA
Salem City Schools, VA
Scott County Public Schools, VA
Shenandoah County Public Schools, VA
Smyth County Public Schools, VA
Southampton County Public Schools, VA
Spotsylvania County Public Schools, VA
Stafford County Public Schools, VA
Staunton City Public Schools, VA
Suffolk Public Schools, VA
Surry County Public Schools, VA
Sussex County Public Schools, VA

Tazewell County Public Schools, VA
Virginia Beach City Public Schools, VA
Warren County Public Schools, VA
Winchester Public Schools, VA
Wise County Public Schools, VA
Wythe County Public Schools, VA
York County School Division, VA

Waynesboro Public Schools, VA

Westmoreland County Public Schools, VA

West Point Public Schools, VA

Williamsburg-James City County Public Schools, VA

Attachment E – No Bid Form

Contractors who do not wish to bid do not need to return the entire bid package. Simply return this form to Racine County through Duane McKinney, Purchasing Manager at: Duane.McKinney@racinecounty.com

STATEMENT OF NO BID

SEALED BID NUMBER X

HVAC Products, Installation, Labor Based Solutions, and Related Products and Services

I do not wish to submit a bid on this solicitation.

Contractor

Representative

Please indicate the reason(s) for your decision not to bid:

DEPARTMENT: Commission

DATE: May 14, 2024

SUBJECT: Update and Possible Action on the City Manager Agreement

BACKGROUND OF ITEM:

Update and Possible Action on the City Manager Agreement

ATTACHMENTS:

1. City Manager Agreement

**EMPLOYMENT AGREEMENT
CITY MANAGER**

THIS AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2024 between the City of Cooper City, a municipal corporation of the State of Florida (the "City") and Alejandro I. Rey (the "Employee"), pursuant to the following terms and conditions:

WITNESSETH:

WHEREAS, the City desires to employ the services of Alejandro I. Rey, as City Manager of the City of Cooper City pursuant to Section 4.01 of the City of Cooper City Charter; and

WHEREAS, it is the desire of the City to provide certain benefits, establish certain conditions of employment and to set working conditions for the Employee; and

WHEREAS, it is the desire of the City to (1) secure and retain the services of the City Manager and to provide inducement for him to remain in such employment; (2) to make possible full work productivity by assuring the Employee 's morale and peace of mind with respect to future security; (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Employee; and, (4) to provide a just means of terminating the Employee 's services at such time as he may be unable fully to discharge his duties due to age or disability or when the City may otherwise desire to terminate his employment; and

WHEREAS, the Employee desires to accept employment as City Manager of the City, in accordance with the terms and conditions set forth herein;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN, THE CITY AND EMPLOYEE HEREBY COVENANT AND AGREE, AS FOLLOWS:

SECTION 1. DUTIES

City agrees to employ Employee as City Manager of City to perform the duties and exercise the powers as prescribed by state law, the City Charter and the City Code, and to perform such other legally permissible and proper duties and functions as assigned by the City Commission from time to time.

SECTION 2. TERM

2.1 This Agreement shall have an initial term commencing on June 1, 2024, and ending on May 31, 2027, unless extended pursuant to Subsection 2.2 or earlier terminated as provided in this Agreement.

2.2 At its option the City Commission may extend the initial term for additional terms of up to three (3) years, subject to the execution of a written amendment to this employment agreement. In the event that the City Commission decides not to renew the Employee’s agreement at the end of

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the initial term or future terms while the Employee is ready, willing and able to continue performing his duties under this Agreement, the Employee shall be entitled to receive a cash payment equal to twenty (20) weeks of the Employee's aggregate salary and additional benefits as outlined in Section 3.1(b) as severance.

2.3 Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Commission to terminate the services of Employee in accordance with City Charter Section 4.01, at any time, subject only to the provisions set forth in Section 3 of this Agreement.

SECTION 3. TERMINATION BY CITY AND SEVERANCE PAY

3.1 In the event Employee is terminated by the City Commission during such time that Employee is ready, willing and able to perform his duties under this Agreement the City agrees to pay Employee a lump sum cash severance payment as set forth in this subsection.

- (a) If such termination occurs prior to November 1, 2024, Employee shall receive a cash payment equal to eight (8) weeks of the Employee's aggregate salary; if such termination occurs between November 2, 2024 and May 31, 2025, Employee shall receive a cash payment equal to fourteen (14) weeks of the Employee's aggregate salary; if such termination occurs between June 1, 2025 and May 31, 2026, Employee shall receive a cash payment equal to seventeen (17) weeks of the Employee's aggregate salary; and if such termination occurs after June 1, 2026, Employee shall receive a cash payment equal to twenty (20) weeks of the Employee's aggregate salary ("Severance Pay").
- (b) In the event of a termination pursuant to this subsection (3.1), the Employee shall also receive payment for any and all accrued vacation and sick leave time to be calculated and paid in accordance with the City's policies governing managerial employees. Severance Pay shall be paid within fifteen (15) working days of termination. In the event that a termination pursuant to this subsection occurs and provided that Subsection 3.2 is not applicable, the City shall continue to provide medical coverage for Employee and his dependents for the number of weeks equal to the severance payment set forth in Sec. 3.1(a) following the date of termination, in the same manner, amount and basis as Employee is receiving at the time of termination pursuant to Subsection 11.1 below. After the payments described above are made, the City shall have no further financial obligation to Employee.

3.2 In the event Employee is terminated for cause by the City Commission, the City shall have no obligation to pay the Severance Pay designated in Subsection 3.1 above. If Employee's employment is terminated pursuant to this subsection, then the City shall pay to Employee only accrued vacation and sick leave time due to the Employee as of the date of termination, to be calculated and paid in accordance with the City's policies governing managerial employees. After the payment described in the immediately preceding sentence, the City shall have no further financial obligation to Employee pursuant to this Agreement. For purposes of this subsection, a "for cause" termination shall mean willful misconduct, criminal wrongdoing, misfeasance, or malfeasance.

3.3 The Employee's failure to notify the City Commission of the Employee's application for

employment with another prospective public or private employer within three (3) business days of the submittal of such application by the Employee shall constitute grounds for termination for cause and may result in the Employee's immediate termination pursuant to Section 3.2.

SECTION 4. TERMINATION BY EMPLOYEE

In the event that Employee voluntarily resigns his position during the initial term or an extended term of this Agreement, Employee shall give the City at least sixty (60) days written notice prior to the effective date of such resignation. In the event of such a termination, Employee shall not be entitled to receive Severance Pay. Provided that the Employee gives the City at least sixty (60) days written notice prior to a termination pursuant to this section, Employee shall be entitled to receive payment for accrued vacation and sick leave time as of the date of resignation, to be calculated and paid in accordance with the City's policies governing managerial employees.

SECTION 5. COMPENSATION

5.1 The initial annual salary of Employee shall be Two Hundred Twenty-Seven Thousand Five Hundred Dollars and 00/100 (\$227,500.00), which shall be payable in installments at the same time as other employees of the City are paid.

5.2 Commencing on June 3, 2025 and annually thereafter, the Employee shall be entitled to receive the same cost of living increases as are granted to managerial City employees.

5.3 In addition to salary increases granted pursuant to subsection 5.2, at least once annually, the City Commission shall evaluate the performance of Employee to determine if any adjustment in annual salary or benefits is appropriate, pursuant to the terms of Section 6 of this Agreement. Any additional adjustment in said annual salary or benefits shall be based upon the result of the performance evaluation.

SECTION 6. PERFORMANCE EVALUATION

6.1 The Employer shall complete a written evaluation of the Employee at least thirty (30) days in advance of the employee’s anniversary date on an annual basis. Said review and evaluation shall be in accordance with specific criteria developed jointly by the City and Employee. Said criteria may be added to or deleted from as the City Commission may from time to time determine, in consultation with the Employee.

6.2 Prior to the beginning of each fiscal year, the City Commission and Employee may define such goals and performance objectives which they determine necessary for the proper operation of the City and in attainment of the City Commission’s policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

6.3 In effecting the provisions of this section, the City Commission and Employee mutually agree to abide by the provisions of applicable law.

SECTION 7. HOURS OF WORK

7.1 The position of the city manager, as an exempt employee, is not and cannot be an hourly-type employment. Hence, the Employee shall do all things necessary and required to be available to the City, its agents, servants and employees during the course of this Agreement on a twenty-four (24) hour basis, seven (7) days a week for emergency, public utility, and other public purposes, consistent with good and respectable management requirements and as otherwise dictated and provided by the Charter and Code of Ordinances of the City of Cooper City, as well as provided by General Law in the State of Florida, and the management principles of the International City/County Management Association ("ICMA").

7.2 Employee agrees to remain in the exclusive employ of the City and shall not accept any other employment during the term of this Agreement without the prior approval of the City Commission. Employee further agrees to devote that amount of time and energy which is reasonably necessary for Employee to fully and faithfully perform his duties under this Agreement. Notwithstanding the foregoing, the Employee shall be permitted to serve on uncompensated boards and committees, provided that such service does not interfere with the Employees duties and responsibilities as set forth herein.

SECTION 8. AUTOMOBILE ALLOWANCE

The City shall provide the Employee with a City-issued vehicle to be utilized by the Employee in furtherance of his duties and responsibilities set forth in this Agreement. This vehicle is for business use and may be used for reasonable personal use within a fifty (50) mile radius of the City, subject to compliance with the appropriate reporting with the Internal Revenue Service.

SECTION 9. RETIREMENT

In lieu of the Employee’s participation in the Florida Retirement System (“FRS”), the City shall make an annual contribution equal to 12% of Employee’s annual gross salary into the Employee’s Roth 401k deferred compensation account, or other 457 or 401(a) deferred compensation plan. The City shall make said contributions in bi-weekly installments. In addition to this, Cooper City agrees to execute all necessary agreements provided by the Roth 401k deferred compensation plan for manager’s participation in said plan, subject to the City Attorney’s review and approval of the same. The Employee, at the City’s request, shall execute any and all documentation necessary to waive the Employee’s participation in the FRS. The Parties agree that this section may be subject to renegotiation in the event that this Agreement is renewed in accordance with Section 2.2.

SECTION 10. INDEMNIFICATION

To the extent permitted by law and as limited by Section 768.28, F.S., the City shall defend, save harmless and indemnify the Employee against any tort, professional liability claims or demand or other legal action arising out an alleged act or omission occurring in connection with the performance of the Employee’s duties so long as the Employee is acting within the scope of his employment. The City, or its insurance carrier will pay or settle any such claim or suit or judgment rendered thereon.

SECTION 11. INSURANCE

The City shall provide Employee with insurance benefits, including disability and life insurance in the same manner as regularly provided to managerial employees of the City. Employee hereby waives his participation in the City’s health insurance plan. In lieu of Employee’s participation in such plan, the City shall remit payment to the Employee in the amount of \$10,000 annually, payable in equal monthly installments of \$833.33.

SECTION 12. VACATION, SICK LEAVE AND HOLIDAYS

Employee shall be entitled to sick leave, holidays, and personal days at the same rate and in

the same manner as regularly provided to regular employees of the City, as set forth in the City's Personnel Manual, as may be amended from time to time, and the Employee shall be entitled to vacation leave of twenty-three (23) days per year.

SECTION 13. PROFESSIONAL DEVELOPMENT

13.1 Subject to City policy and state law, the City agrees to pay the reasonable professional dues and subscriptions of Employee necessary for his continued participation as a member in national, regional, state and local professional associations and organizations which are necessary and desirable for his continued professional participation, growth and advancement, and for the good of the City. Employee shall not hold office in any local, state, regional or national professional association or organization without prior approval of the City Commission.

13.2 Subject to City policy and state law, the City agrees to pay the travel and subsistence expenses of Employee for travel up to three association conferences per year. However, in any given year, no more than one shall be outside of the State of Florida and none shall be off the mainland of the United States without written approval of the City Commission.

SECTION 14. CELL PHONE

The City, in its discretion, shall provide the Employee with a cell phone or a cell phone allowance, as set forth in Sec. 1.40 of the City's Manual of Personnel Policies, as may be amended from time to time.

SECTION 15. NOTICE

Notices pursuant to this Agreement shall be given by certified mail through United States Postal Service delivery, addressed as follows:

City: City Clerk
City of Cooper City
9090 S.W. 50th Place
Cooper City, Florida 33328
Telephone: (954) 434-4300

City Attorney: Jacob G. Horowitz, Esq.
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone: (954) 771-4500
Fax: (954) 771-4923

Employee: Alex Rey

SECTION 16. OTHER TERMS AND CONDITIONS

16.1 If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

16.2 The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

16.3 The rights and obligations herein granted are personal in nature and cannot be transferred by the Employee.

16.4 This Agreement contains the entire agreement of the parties. It may not be changed orally, but only by an amendment in writing signed by the parties hereto.

16.5 This Agreement shall be governed by Florida law and any litigation which may arise from this Agreement shall be filed and litigated in Broward County, Florida. The parties waive any right to trial by jury in any litigation between the parties, which in any way arises out of or concerns this Agreement.

16.6 This Agreement supersedes and replaces any prior Employment Agreement or arrangement between the parties.

16.7 Both parties acknowledge that they have had opportunity to consult with legal counsel prior to signing this Agreement, and this Agreement shall not be construed in favor of either party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed, in duplicate, on the day and year first written above.

City of Cooper City

Employee

By: _____
Mayor

By: _____
Alejandro I. Rey

Attest:

Approved as to legal form and sufficiency:

City Clerk

City Attorney



**CITY COMMISSION
STAFF REPORT**

TITLE: Resolution 24-11

DATE: April 30, 2024

DESCRIPTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA; AMENDING RESOLUTION NO. 03-2-9, ADOPTED ON FEBRUARY 09, 2003; AMENDING THE REQUIRED TIMEFRAME TO REQUEST A PARK PERMIT TO UTILIZE SPORTS FACILITIES WITHIN CITY PARKS; AUTHORIZING THE DEPARTMENT DIRECTOR OR DIRECTOR'S DESIGNEE TO EXTEND THE TIMEFRAME TO REQUEST A PARK PERMIT FOR SPORTS FACILITIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE– **Parks & Recreation**

CITY MANAGER RECOMMENDATION:

The City Manager recommends approval of Resolution 24-11, amending the required timeframe to request a park permit to utilize sports facilities with the City Parks.

BACKGROUND OF ITEM:

Resolution No. 03-2-9 regulates applications for the utilization of sports facilities. The Parks and Recreation Department proposes amending the designated timeframe for requesting a park permit to access these facilities. This adjustment aims to synchronize policy with existing practices, ensuring seamless adherence to Resolution No. 03-2-9 in policy formulation and practical implementation.

ANALYSIS:

Extend the timeframe for submitting park permit applications to utilize sports facilities within city parks to ninety (90) days. Additionally, authorizing the City designee to exercise discretion in extending this timeframe on a case-by-case basis, the resolution aims to better accommodate residents' needs while maintaining efficient administrative processes for park permits. These revisions reflect the Parks and Recreation Department's commitment to facilitating community engagement and enhancing the accessibility of recreational facilities for all residents of Cooper City.

STRATEGIC PLAN:

The resolution aims to better accommodate residents' needs and enhance their access to recreational facilities. This aligns with strategic goals focused on promoting community

engagement, increasing participation in recreational activities, and improving residents' overall quality of life. Ultimately, the resolution's amendments contribute to achieving the broader strategic goal of fostering a vibrant and connected community by ensuring that residents have ample opportunities to engage in recreational activities and utilize city parks and facilities.

FISCAL IMPACT: N/A

Attachments

- 1. Resolution No. 03-2-9
- 2. Resolution No. 24-11

Workflow History			
User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*COMPLETE: Forward to City Attorney	04/15/24 04:00 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to City Manager	04/15/24 04:15 PM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to City Clerk	04/15/24 04:16 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Workflow	04/19/24 12:47 PM
Allen, Tedra	END WORKFLOW - APPROVED		04/19/24 01:15 PM

RESOLUTION NO. 24-11

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA; AMENDING RESOLUTION NO. 03-2-9, ADOPTED ON FEBRUARY 09, 2003; AMENDING THE REQUIRED TIMEFRAME TO REQUEST A PARK PERMIT TO UTILIZE SPORTS FACILITIES WITHIN CITY PARKS; AUTHORIZING THE DEPARTMENT DIRECTOR OR DIRECTOR’S DESIGNEE TO EXTEND THE TIMEFRAME TO REQUEST A PARK PERMIT FOR SPORTS FACILITIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, On January 11, 1983, the City Commission of the City of Cooper City adopted Resolution No. 83-1-2, establishing a policy for the use of sports facilities owned, leased, or maintained by the City of Cooper City (the “City”); and

WHEREAS, On February 25, 2003, the City Commission adopted Resolution No. 03-2-9, revising the policy for the use of sports facilities owned, leased, or maintained by the City; and

WHEREAS, Resolution 03-2-9 provides in part that all requests by an individual or group for a park permit shall be made to the City’s Director of Parks and Recreation at least seven (7) days, but not more than fifteen (15) days, prior to the event; and

WHEREAS, Section 12-46(B) of the City’s Code of Ordinances, entitled “Application procedure” provides that applications for use of sports facilities shall be governed by the provisions of Resolution No. 03-2-9, as same may be amended from time to time; and

WHEREAS, residents intending to apply for a park permit to utilize sports facilities within City parks have expressed a desire to be submit permit requests well ahead of the presently-required fifteen (15) day timeframe; and

WHEREAS, the City Commission finds that eliminating the requirement that park permit applications for the use of a sporting facility be submitted within seven (7) days prior to the use of the facility, expanding the maximum amount of days that a park permit application to utilize a sporting facility may be submitted to ninety (90) days, and authorizing the Parks and Recreation Director to extend the timeframe for which a permit application may be submitted is in the best interest of the citizens and residents of the City.

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

Section 1: **Recitals Adopted.** That each of the above stated recitals is hereby adopted and confirmed. All exhibits attached hereto and incorporated herein and made a part hereof.

Section 2: Resolution Amended. That Section 1D of Resolution No. 03-2-9, dated February 25, 2003, is hereby amended by deleting therefrom the words and phrases which are struck through and adding thereto the words and phrases which are underscored:

All requests by an individual or group for a park permit shall be made to the City’s designee ~~at least seven (7) days, but no more than fifteen (15)~~ ninety (90) days, prior to the event. The City’s designee may waive the application timeframe requirement provided by this Section on a case-by-case basis. Any and all outstanding invoices or fees due for prior park permits shall be paid in full by the applicant prior to the issuance of additional park permits.

Section 3. Conflicts. All resolutions inconsistent or in conflict herewith shall be and are hereby repealed insofar as there is conflict or inconsistency.

Section 4. Severability. If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this resolution.

Section 5. Effective Date. This Resolution shall become effective upon its passage and adoption by the City Commission.

PASSED AND ADOPTED on this _____ day of _____, 2024.

MAYOR GREG ROSS

ATTEST:

TEDRA ALLEN, MMC

Approved as to Legal Form:

JACOB G. HOROWITZ
City Attorney

ROLL CALL
Mayor Ross _____
Commissioner Green _____
Commissioner Shrouder _____
Commissioner Katzman _____
Commissioner Mallozzi _____

cc Ken
City Attorney

RESOLUTION NO. 2003-2 -- 9

A RESOLUTION OF THE CITY OF COOPER CITY, FLORIDA, AMENDING RESOLUTION NO. 83-1-2, WHICH CREATED A POLICY FOR THE USE OF CITY SPORTS FACILITIES OWNED, OR LEASED, AND MAINTAINED BY THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission, via Resolution No. 83-1-2, established a policy for the use of sports facilities owned, or leased, and maintained by the City; and

WHEREAS, the City of Cooper City is committed to providing an extensive, year-round sports program for the residents of Cooper City; and

WHEREAS, the City lacks the personnel to provide such a program and therefore relies exclusively on the voluntary participation of local service organizations to provide the sports programs for both children and adults; and

WHEREAS, the City's Recreation Director has since recommended certain amendments to said policies;

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

Section 1: That Resolution No. 83-1-2 is hereby amended by deleting therefrom the words and phrases which are struck through and adding thereto the words and phrases which are underscored:

Section 1: This ~~The following~~ plan shall be referred to as the Cooper City Year-Round Sports Plan. Its purpose is to establish a plan for the organization and administration of all organized sports within the City of Cooper City. The Plan and any amendments thereto shall be approved and adopted by the City Council Commission of the City of Cooper City and administered by its designee. For the purposes of this Resolution, the City's designee shall be the Recreation Director. Any question as to an interpretation of said plan or the administration of the plan shall be exclusively within the control of the Council's City's designee.

- A. Recognized Sports ~~Local Service~~ Organizations

The City of Cooper City shall recognize the Cooper City Optimist Club as ~~the local service organization~~ to organize, supervise and deliver all sports to the City's residents.

All individuals residing within the geographical boundaries of Cooper City, as outlined in the attached Exhibit A hereto, shall be considered residents of Cooper City for purposes of this Resolution. Individuals residing in portions of unincorporated Broward County property and falling within the geographical boundaries of Cooper City shall be considered residents of Cooper City for purposes of this Resolution.

The recognized sports organization shall be responsible for providing a year-round, comprehensive sports program for both children and adults.

~~B. General Organizational~~

Any organization utilizing the City's sports facilities ~~that is recognized during the year by the City~~ shall have on file with the City the following:

- 1) Proof of incorporation as a not-for-profit corporation.
- 2) Proof of liability and accident insurance.
- 3) The name, address and phone number of a person responsible for all communication with the City and its designee.
- 4) League-approved rosters for each sport.
- 5) Criminal background checks shall be done for all who act in the

following capacities:

- Manager/Head Coaches
- Official/Assistant Coaches
- Board Members
- Commissioners/Assistant Commissioners.

The organization must operate in a proper manner. The organization will establish regular meeting dates so that it can properly organize the respective sport(s) and solve problems. These meeting(s) must be held ~~in a~~ on public building property. It is the responsibility of the organization to establish a governing board comprised of officers. The organization must provide the City with a schedule of its elections and within ten (10) days of any such election provide the City with the names of the newly elected officers. All members of this sports organization will be entitled to vote for these officers and be given ample notice of any election. The organization will choose one spokesperson per sport

to communicate with the City. All information from the organization must be transmitted through these persons to the City. This will eliminate confusion and will establish a one-to-one communication flow from the organization to the City. All information and/or requests from the organization should be channeled through the spokesperson to the City's designee. The recognized sports organization will be responsible for establishing registration dates for their respective sports. The dates must be advertised in advance to give public notice of the registration. Registration must take place ~~at a~~ on public facility property, not in a private residence or business. Plans for the registration place should be made in advance with the City's designee so space will be available for the desired dates. The recognized sports organization will be responsible for establishing registration fees for participation in the sports, subject to the provisions of paragraph E G hereinbelow. The organization, upon request, must be able to explain how these registration fees will be used to implement the program. The organization must establish guidelines and criteria for selection of coaches for athletic teams. The City shall have the right to inspect the books and records of said organization.

B C. Year-Round Sports Program

The following organizations are recognized as the sole agents to deliver that seasonal sport to provide a year-round program of sports activities:

<u>Sport</u>	<u>Group</u>
Baseball	
A. <u>All Ages 5 to 18 years levels</u>	<u>and</u> Cooper City Optimist Kheury League Baseball. Divisions: T-Ball, Atom, Bantam, Midget, Juvenile and Juniors.
Football	
A. All ages <u>and levels</u> - Tackle	Cooper City Optimist Football, Affiliated with Hollywood Optimist League.
B. All ages <u>and levels</u> - Flag	Cooper City Optimist Football - Flag Division (intramural play). Both clubs also service the cheer-Leaders.
<u>C. Tackle Cheerleaders</u>	<u>Cooper City Optimist</u>
<u>D. Competitive Cheerleading</u>	<u>Cooper City Optimist</u>
Soccer	
A. Youth - All <u>ages and levels of play</u>	Cooper City Optimist Soccer League, Affiliated with the Greater Hollywood

~~Soccer League. AND Cooper City Soccer Club, Inc., affiliated with Broward County Youth Soccer League.~~

Softball

A. Girl's Youth – all ages and levels _____ Cooper City Optimist Girl's Softball

B. Men – all ages and levels _____ Cooper City Optimist Men's Softball League.

C. Adult Coed – all levels _____ Cooper City Optimist

Roller Hockey

A. All ages and levels _____ Cooper City Optimist

Basketball

A. All ages and levels _____ Cooper City Optimist

The following is a guideline for each sport and on or about the time of year each will take place:

Baseball/T-Ball: League seasons will begin the second week of March and the first week of ~~September.~~ July.

Men's Softball: First week in July until the second week of August.

Girl's Softball: League seasons will begin the second week of March and the first week of September. ~~Third week in March until the first week in July.~~

Football: August 1 through November 15. Provisions will be made for post-season competitive play.

Soccer: November ~~September~~ 15 through March 15 for recreational and competitive play. Provisions will be made for post-season competitive play.

5 x 5 Soccer: March 1 through June 1.

Cheerleading: League seasons will begin in June and in August.

Roller Hockey: League seasons will begin in March and in November.

Basketball: League season will begin in June.

Adult Coed Softball League seasons will begin in November and in March.

It is recognized that each sport needs lead-in-time. Clubs will meet sixty (60) days prior to the beginning of the season involved to arrange for pre-season practices. There will be provisions made for All-Star practices and special competitive teams after the league season. Any post-season play involving Cooper City facilities must receive prior approval from the City's designee. ~~No fees shall be charged for any post-season play.~~ If the organization plans any

special events which coincide with its seasonal program, permission must be granted by the City's designee, who may levy a maintenance surcharge to cover expenses of tournaments or other special post-season events.

~~No sports organization may put any restrictions on children who wish to participate in another sport. It is the philosophy of this City that each child be given the opportunity to participate in as many sports as possible.~~

C D. Sports Facilities

The City at any time may close a site, with due notice, which shall whenever possible, be at least thirty (30) days in advance unless emergency conditions exist, for a sport if it deems necessary. The following facilities will be maintained by the City for sports practices or games:

~~Cooper City High School~~

- ~~1. North of Softball field (seasonal use only).~~
- ~~2. Softball field (seasonal use only).~~
- ~~3. Baseball field (upon approval of High School Principal. NOTE: Maintained by High School).~~
- ~~4. Track, Football/soccer field (same as #3 above).~~
- ~~5. Tennis courts.~~
- ~~6. Basketball courts.~~

~~Pioneer Middle School~~

- ~~1. Football/soccer fields (in-season games only).~~
- ~~2. North field (seasonal use only).~~
- ~~23. East baseball/softball field (seasonal use only).~~
- ~~34. West baseball/softball field (seasonal use only).~~
- ~~5. Tennis courts.~~
- ~~6. Handball courts.~~
- ~~7. Track.~~
- ~~48. Basketball courts.~~
- ~~5. All areas used for multipurpose.~~

~~Griffin Elementary School~~

- ~~1. One (1) field.~~
- ~~2. Basketball courts.~~

~~Cooper City Elementary School~~

- ~~1. One (1) field.~~
- ~~2. Basketball courts.~~

~~Play Patch~~

- ~~1. One (1) field.~~

~~Bill Lips Sports Complex 118th Street Park~~

- ~~1. Five (5) Three (3) baseball/softball fields.~~
- ~~2. One (1) T-Ball field.~~
- ~~23. Two (2) One (1) multipurpose football/soccer fields.~~
- ~~4. One (1) regulation football/soccer field.~~
- ~~5. One (1) practice football/soccer field.~~
- ~~3. Two (2) batting cages.~~
- ~~4. All areas used for multipurpose.~~

~~Cooper City Sports Complex~~

- ~~1. Seven (7) baseball/softball fields.~~

- 2. Three (3) football/soccer fields.
- 3. Three (3) batting cages.
- 4. Two (2) roller hockey rinks.
- 5. All areas used for multipurpose.
- 6. Four (4) basketball courts.

The City of Cooper City will maintain fields for games and practices. It will be the responsibility of the City to do all striping, dragging, raking, mowing, and all other maintenance items. At no time will a person from a sports organization be expected to do any maintenance to any field or court. All removal of water from fields will be done by parks employees. The City may at any time cancel, postpone, or delay any athletic contest or practice due to inclement weather or any other factor which might impair the safety of the athletic participants. ~~If possible, the City will contact respective sports organizations, for games or practices. This will allow time for the sports organization to contact the parties by whom the facility would have been used.~~

~~For the most part, the~~ The City will maintain facilities for the recognized sports organization groups at no charge to the organization groups. However, if the City deems it necessary, it ~~may~~ can assess a maintenance surcharge to the organization group to cover the costs of materials and labor on specific occasions. The striping of fields will only be done for games, not for practices. Striping will only take place if both teams are in uniform and there are sanctioned officials taking part in the competition.

The Cooper City Optimist Club ~~recognized sports organization~~ shall be issued an annual permit for the use of all sports facilities and shall not be required to pay a permit fee, under any circumstances.

The Cooper City Soccer Club, Inc. will be issued a permit for the soccer season, as established in paragraph B G. The Cooper City Soccer Club ~~may~~ will also be issued a temporary-use permit for use for non-season play in accordance with the schedule established by the City's designee. The Cooper City Soccer Club, Inc. shall not be required to pay a permit fee in either instance.

Note that the provisions hereinabove shall only apply if the organizations comply with the provisions of paragraph F G.

D E. Sports Facility Permitting Procedures

Generally, the use of facilities shall be governed by the terms of Ordinance No. 80-11-3 as the same may be amended from time to time. Any individual or group private club wishing to use a sports public facility may do so if the facility is available and after obtaining a park permit from the City's designee. However, any such use by an individual or private group will be done on a lease or rental basis. The City designee can at any time change the fee schedule for rental or lease of any facility. The following is a fee schedule for rental or lease of a facility or activity pursuant to a park permit:

Activity/Field	Fee
Softball/Baseball	<u>\$4010</u> per hour, per night, including lights.
Football/Soccer	<u>\$5020</u> per hour, per night, including lights.
<u>Hockey</u>	<u>\$40</u> per hour, per night, including lights.
<u>Basketball</u>	<u>\$30</u> per hour, per night, including lights.
<u>Batting Cage</u>	<u>\$10</u> per hour, per night, per cage, including lights.

An additional charge for field marking prior to a competitive game will be:

Baseball/Softball	<u>\$2510</u> per game
Soccer/Football	<u>\$12550</u> per game

No All City sports facilities will be used without on a park permit basis. A park permit is a document issued by the City's designee granting the right and reservation of a particular sports facility field. Any use of a City sports facility which has not been scheduled already, can be used, after obtaining a park permit from the City's designee, on a first-come, first-served basis. All applications or requests for a park permit shall also be accompanied with a request to use any ancillary facilities to the sports facility. Authorized usage of any ancillary facilities shall be at the sole discretion of the City's designee. Any individual or group which has a permit for a sports facility can, upon arrival to the facility, ask any individual or group which is not scheduled to vacate the area. The right to use that sports facility belongs to the permitted user only.

An individual or group requesting a park permit for a single event during any twelve (12) month period (i.e. family reunion or religious institution picnic) is exempt from complying with the standards required of the recognized sports organization outlined in paragraph A above or the general policies outlined in paragraph F below. However, individuals or groups requesting a park permit on a continuing basis (more than one occasion within any twelve (12) month period), shall comply with all the standards required of the recognized sports organization

outlined in paragraph A above and the general policies outlined in paragraph F below.

All requests by an individual or group for a park permit shall be made to the City's designee at least seven (7) days, but no more than fifteen (15) days, prior to the event. Any and all outstanding invoices or fees due for prior park permits shall be paid in full by the applicant prior to the issuance of additional park permits.

E F. Cooper City Soccer Club, Inc.

The City Council Commission acknowledges the existence of a the youth services provided by the Cooper City Soccer Club, Inc.

This service organization shall be recognized as providing a soccer program which shall receive equal consideration with regard to the use of sports facilities with the recognized sports organization during the season designated for soccer only as stated in paragraph B C, and subject to the provisions of paragraph E G.

~~The City's designee shall approved the scheduled use of soccer facilities by the Cooper City Soccer Club, Inc. and the recognized sports organization no later than October 1st of each year.~~

The Cooper City Soccer Club, Inc. shall be required to comply with the same standards required of the recognized sports organization outlined in provisions of paragraph A B above.

The Cooper City Soccer Club, Inc. shall not be required to pay any fees other than those which may be charged to the recognized sports organization.

E G. General Policy Considerations

1. It is the policy of the Cooper City Council Commission that the recognized sports organization, the Cooper City Soccer Club, Inc. and any other individual or group using the private user of sports facilities on a continuing basis shall include a minimum of Ninety Seventy Percent (70%) (90%) Cooper City residents on or before March 1, 2003, ~~the 1985/1986 soccer season (see section (a) below for transition schedule)~~ Any non-resident participating in these any such organizations shall be charged an additional Twenty-Five Dollars (\$25.00) per child, per sport, per season, ~~to a maximum fee of Twenty-Five Dollars~~

~~(\$25.00) per family, per year, over and above the normal fees charged by the organization, which money shall be placed in a fund to be used for the maintenance of sports facilities and/or, in the sole discretion of the City's designee, used for sports officials fees. Cooper City residents shall have preference over non-residents to participate in these organizations.~~

Each organization upon completion of registration, shall present complete league rosters, including addresses and telephone numbers, to the City's designee, who shall compute the non-resident fee and send an invoice to the organization. The City shall hold the organizations harmless for any errors or omissions in the collection of said fees.

~~(a) Transition Schedule~~

- ~~1. On or before March 1, 2003, Beginning with soccer registration for the 1982/83 season, every organization, individual or group using sports facilities shall include a minimum of Seventy Eighty Percent (70%) (80%) Cooper City residents. For this season, each organization shall be granted a tolerance level of non-resident participation up to Five Percent (5%).~~
- ~~2. On or before March 1, 2004, Beginning with soccer registration for the 1983/84 season every organization, individual or group using sports facilities shall include a minimum of Seventy Five Eighty Five Percent (75%) (85%) Cooper City residents. For this season, each organization shall be granted a tolerance level of non-resident participation up to Five Percent (5%).~~
- ~~3. Beginning with soccer registration for the 1984/85 season, every organization shall include a minimum of Ninety Percent (90%) Cooper City residents. Each organization shall be granted a tolerance level of Five Percent (5%).~~
- ~~34. On or before March 1, 2005, Beginning with soccer registration for the 1985/86 season, all organizations,~~

~~individuals or groups using sports facilities shall achieve full compliance with the provisions of subsection (F)1 above.~~

(b) The City's designee Manager is hereby granted the authority to suspend, curtail, or revoke the privilege to utilize sports facilities of any organization who violates the provisions of this section paragraph F; and to waive or regulate any special problems that may arise in the implementation of this policy. An aggrieved party may appeal the decision of the City's designee to the City Manager.

2. It is the policy of the Cooper City Council Commission to deny recognition or give facility use, other than authorized park permits outlined in paragraph D, to any organization which duplicates a sport already provided by the Cooper City Optimist Club and/or the Cooper City Soccer Club, Inc.

3. It is the policy of the Cooper City Council Commission that any new sport must receive prior approval of the City's designee.

G H. Scheduling of Facilities

After reviewing the plans for practices and games submitted by the recognized sports organizations, the The City's designee shall be solely responsible for scheduling the use of all facilities described in paragraph C D above. ~~For the purposes of this Resolution, the City's designee shall be the Recreation Director.~~ The organizations will submit the plans for practices and games at least one (1) week prior to each applicable season.

~~I.~~ Sports Arbitration Board

~~Whenever there shall be any disagreement with respect to the use of the sports facilities which cannot be resolved by the City's designee, said disagreement shall be reviewed by the Sports Arbitration Board.~~

~~The Board shall consist of the City's designee, two members of the recognized sports organization and two members of the Cooper City Soccer Club, Inc.~~

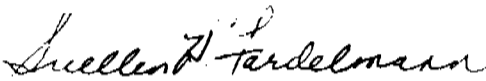
The City's designee Board shall attempt to resolve any dispute or disagreements stemming from the implementation of this Sports Plan.

H J. City Council Commission Obligation

It is the obligation of the City Council Commission to provide for the health, safety and welfare of all the citizens of Cooper City. Anything in this plan is subject to the ultimate control and approval of the Council Commission, and the Council Commission has the continuing right to make any changes in the Plan which works to the benefit of the City and its residents. The City shall have a continuing right to withdraw the approval of the Cooper City Optimist Club and/or the Cooper City Soccer Club, Inc. ~~recognized sports organizations~~ if the Council Commission decides that the residents of the City are not being properly served by the recognized organizations.


Section 2: This Resolution shall be in force and take full effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 25th day of February, A.D., 2003.



SUELLEN H. FARDELMANN
Mayor

ATTEST:



SUSAN BERNARD
City Clerk

ROLL CALL	
Mayor Fardelmann	Yes
Commissioner Webster	Yes
Commissioner Kleiman	No
Commissioner Roper	Yes
Commissioner Eisinger	Yes

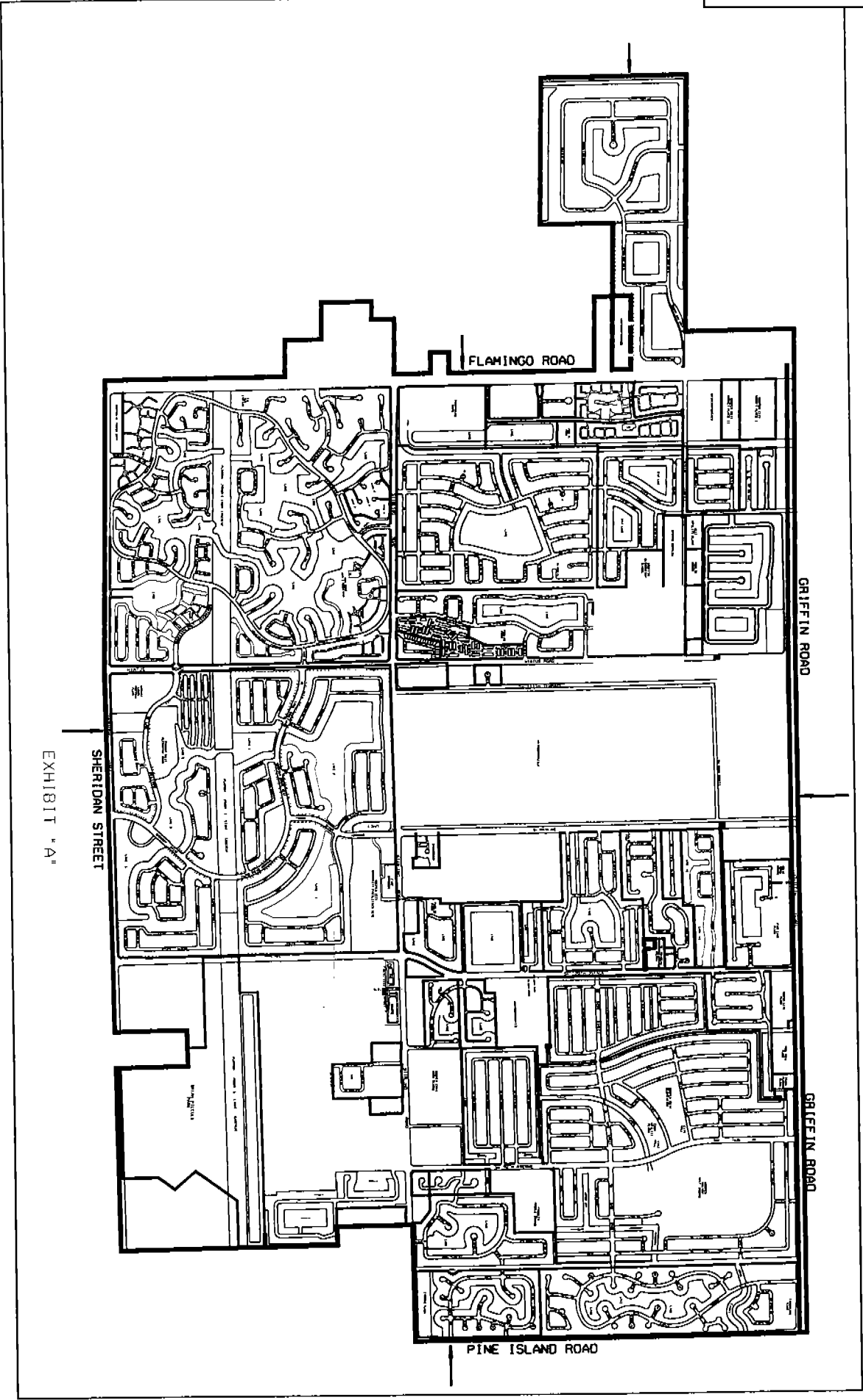


EXHIBIT "A"

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RESOLUTION NO. 2003-2 - 9

A RESOLUTION OF THE CITY OF COOPER CITY, FLORIDA, AMENDING RESOLUTION NO. 83-1-2, WHICH CREATED A POLICY FOR THE USE OF CITY SPORTS FACILITIES OWNED, OR LEASED, AND MAINTAINED BY THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission, via Resolution No. 83-1-2, established a policy for the use of sports facilities owned, or leased, and maintained by the

City; and

WHEREAS, the City of Cooper City is committed to providing an extensive, year-round sports program for the residents of Cooper City; and

WHEREAS, the City lacks the personnel to provide such a program and therefore relies exclusively on the voluntary participation of local service

0 organizations to provide the sports programs for both children and adults; and

WHEREAS, the City's Recreation Director has since recommended certain amendments to said policies;

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

Section 1: That Resolution No. 83-1-2 is hereby amended by deleting therefrom the words and phrases which are struck through and adding thereto

the words and phrases which are underscored:

Section I - This The felIGYAng plan shall be referred to as the Cooper City Year-Round Sports Plan. Its purpose is to establish a plan for the organization and administration of all organized sports within the City of Cooper

City. The Plan and any amendments thereto shall be approved and adopted by

the City Council Commission of the City of Cooper City and administered by its

designee. For the purooses of this Resolution, the Cily's designee shall be the

Recreation Director. Any question as to an interpretation of said plan or the

administration of the plan shall be exclusively within the control of the GounGil's

~q~ designee.

A. Recognized Sports Lor-al SeFviGe Organizations

I

The City of Cooper City shall recognize the Cooper City Optimist Club as the leral servi - . *w to organize, supervise and deliver a# sports to the

City's residents.

All individuals residing within the gMraphical boundaries of Cooper City. as outlined in the attached Exhibit A hereto, shall be considered residents of

Cooper City for py!poses of this Resolution. Individuals residing in portions of

unincorporated Broward Coun!y- j2roR@jhf and failing within the geographical

boundaries of Cooper Gily shall be considered residents of Cooper Gily for

pumoses of this Resolution.

The recognized spo organization shall be responsible for providing a year-round, comprehensive sports program for both children and adults.

Any organization utilizing the City's sl2orts.facilifies that is Ferognized

dUFiAg the year by the City shall have on file with the City the following:

1) Proof of incorporation as a not-for-profit corporation.

2) Proof of liability and accident insurance.

3) The name, address and phone number of a person responsible for all communication with the City and its designee.

4) League-approved rosters for each sport.

5) Criminal background checks shall be done for all who act in the following capacities-

Manager/Head Coaches

Official/Assistant Coaches

Board Members

Commissioners/Assistant Commissioners.

The organization must operate in a proper manner. The organization will establish regular meeting dates so that it can properly organize the respective

sports and solve problems. These meetings must be held in public

and solve problems. It is the responsibility of the organization to establish a

governing board comprised of officers. The organization must provide the City

with a schedule of its elections and within ten (10) days of any such election

provide the City with the names of the newly elected officers. All members of this

sports organization will be entitled to vote for these officers and be given ample

notice of any election. The organization will choose one spokesperson per sport

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to communicate with the City- All information from the organization must be

transmitted through these persons to the City. This will eliminate confusion and

will establish a one-to-one communication flow from the organization to the City.

All information and/or requests from the organization should be channeled through the spokesperson to the City's designee. The recognized sports organization will be responsible for establishing registration dates for their

respective sports. The dates must be advertised in advance to give public notice

of the registration. Registration must take place at a public

place.

Plans for the registration place should be

made in advance with the City's designee so space will be available for the

desired dates. The recognized sports organization will be responsible for establishing registration fees for participation in " sports, subject to the

provisions of paragraph F Q hereinbelow. The organization, upon request, must

be able to explain how these registration fees will be used to implement the

program. The organization must establish guidelines and criteria for selection of

coaches for athletic teams. The City shall have the right to inspect the books and

records of said organization.

B G. Year-Round Sports Program

The following organizations are recognized as the sole agents to deliver that seasonal sport to provide a year-round program of sports activities:

Sports

Baseball

40 A. All Ages 5 te 18 yeam

levels

Football

A. All ages and levels

- Tackle

B. All ages and levels

- Flag

C. Tackle Cheerleaders

Group

and Cooper City Optimist KheuFy League

Baseball. Day-sions. T gall, Atom, Bantam, Midget, juvenile and juniors.

D.Competitive Cheerleading

Soccer

A. Youth - All ages an

levels of play

- Cooper City Optimist Football, Affili-ated- ;.A.Fith Hollywood Optimist Cooper City Optimist Football - F49

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Cooper City Optimi

Cooper City Optimist SOGreF League,

Affiliated with the GFeater Hollywood

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Soer.eF League. AND Cooper City

Soccer Club, Inc., affiliated vAW

BFowaFd Gouny Youth-SeGGw

League.

Softball

A. Girl's Youth - all ages and levels

Cooper City Optimist G*Ws SeftbaI4

B. Men - all ages and levels

C. Adult Coed - all levels

Roller Hockey

A. All ages and levels

Basketball

A. All ages and levels

Cooper City Optimist Softball

League--

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The following is a guideline for each sport and on or about the time of year

each will take place:

Baseball/T-Ball: League seasons will begin the second week of March and the first week of Sel2tember. Ju4y.

Men's Softball: First week in July until the second week of August.

Girl's Softball: League seasons will begin the second week of March and the first week of September. Th*Fd week4n Mar-rh until the fiFst week

in July.

Football: August 1 through November 15. Provisions will be made for post-season competitive play.

Soccer: Nevembe S@Ptember 15 through March 15 for recreational and competitive play. Provisions will be made for post-season competitive play.

5 x 5 Soccer: March 1 through June i,

CheerleadipA- Leagge seasons will toin in June and in August.

Roller Hockey: Leaau seasons will begin in March and in

November.

Basketball: League season will toin in June.

Adult Coed Softball League seasons will begin in November and in March.

It is recognized that each sport needs lead-in-time. Clubs will meet sixty (60) days prior to the beginning of the season involved to arrange for pre-season

pracfices. There will be provisions made for All-Star practices and special

competitive teams after the league season, Any post-season play involving

Cooper City facilities must receive prior approval from the City's designee. NG

fees shall be GhaFqed foF any post. season play. If the organization plans any

4 special events which coincide with its seasonal program, permission must be granted by the City's designee, who may levy a maintenance surcharge to cover

expenses of tournaments or other special post-season events.

No spoft oFganization may . any reSWGOGRS On Ghi!dFeA V0140-VASh40 C 9. Sports Facilities

The City at any time may close a site, with due notice, which shall whenever possible, be at least thirty (30) days in advance unless emergency

conditions exist, for a sport if it deems necessary. The following facilities will be

maintained by the City for sports practices or games:

Pioneer Middle School

1 . Football/soccer fields OR season

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2. use on

23. North

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East baseball/softball field (seasorial useenly).

west baseball/softball field (seasonal use only).

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Basketball courts,

& All areas used for multipurpM.

GFiffin ElementaFy SGh"

11. One (1) field.

2. Basketball GeuFts--

Bill LiRs Sports Comolex I I ROI Strapt Park

1. Five (5) Three (3) baseball/softall fields.

2-. One (1) T.-Ball field.

23. Two (2) One (1) R;u I pumose thall/soccer fields.

4;- One (1) regulation fbotballllsoGGeF Aeld.

& GAO (1) ffaGfir.9 f99thalVseGwF field.

I Two (2) batting cages.

4. All areas used for multipurpose.

Cooper City Sports Complex

1. Seven (7) baseball/softball fields.

2. Three (3) football/soccer fields.

3. Three (3) batting cages.

4. Two (2) roller hockey rinks.

5. All areas used for multipurpose.

6. Four (4) basketball courts.

The City of Cooper City will maintain fields for games and practices.

It will

be the responsibility of the City to do all striping, dragging, raking, mowing, and

all other maintenance items. At no time will a person from a sports organization

be expected to do any maintenance to any field or court. All removal of water

from fields will be done by parks employees. The City may at any time cancel,

postpone, or delay any athletic contest or practice due to inclement weather or

any other factor which might impair the safety of the athletic participants. 9

. - - ible, the City will maintain facilities for the recognized sports organizations, for

games -or
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FGF the merA PaFt, " The City will maintain facilities for the recognized

sports organizations at no charge to the organization groups.

However, if

the City deems it necessary, it may assess a maintenance surcharge to the

organization group to cover the costs of materials and labor on specific occasions. The striping of fields will only be done for games, not for practices.

Striping will only take place if both teams are in uniform and there are sanctioned

officials taking part in the competition.

The Cooper City Optimist Club Sports Organization shall be issued an annual permit for the use of all sports facilities and shall not be

required to pay a permit fee, under any circumstances.

The Cooper City Soccer Club, Inc. will be issued a permit for the soccer season, as established in paragraph 9 Q The Cooper City Soccer Club May

also be issued a temporary-use permit for use for non-season play in accordance

with the schedule established by the City's designee. The Cooper City Soccer

Club, Inc. shall not be required to pay a permit fee in either instance.

Note that the provisions hereinabove shall only apply if the organizations

comply with the provisions of paragraph F G.

DE. Sports Facility Permitting Procedures

6

Generally, the use of facilities shall be governed by the terms of Ordinance No. 80-11-3 as the same may be amended from time to time. Any

individual or group wishing to use a sports public facility may do so if

the facility is available and after obtaining a park permit from the City's designee.

However, any such use by an individual or private group will be done on a lease

or rental basis. The City designee can at any time change the fee

schedule for rental or lease of any facility. The following is a fee schedule for rental or lease of a facility or activity pursuant to a park Dermi :
Activity/Field Fee
Softball/Baseball \$40 per hour, per night, including lights.
Football/Soccer \$100 per hour, per night, including lights.
Hockey \$40 per hour, per night, including lights.
Basketball \$30 per hour, per night, including, lights.
Batting Cage \$10 per hour, per night, per cage, including lights.
An additional charge for field marking prior to a competitive game will be:

Baseball/Softball \$1549 per game
Soccer/Football \$12550 per game

No All City sports facilities will be used without a permit basis. A Park permit is a document issued by the City's designee granting the right and reservation of a particular sports facility field. Any use of a City sports facility which has not been scheduled already, can be used, after obtaining a permit from the City's designee., on a first-come, first-served basis.

All applications or requests for a park permit shall also be accompanied with a request to use any ancillary facilities to the sports facility. Authorized usage of any ancillary facilities shall be at the sole discretion of the City's designee. Any individual or group which has a permit for a sports facility can, upon arrival to the facility, ask any individual or group which is not scheduled to vacate the area. The right to use that sports facility belongs to the permitted user only.

An individual or group requesting a park permit for a single event during any twelve (12) month period (i.e. family reunion or religious institution picnic) is exempt from complying with the standards required of the recognized sports organization outlined in paragraph A above or the general policies outlined in

paragraph F below. However, individuals or groups requesting a park permit on

paragraph F below. However, individuals or groups requesting a park permit on a continuing basis (more than one occasion within any twelve (12) month period) shall comply with all the standards required of the recognized sports organization outlined in paragraph A above and the general policies outlined in paragraph F below.

All requests by an individual or group for a park permit shall be made to the City's designee at least seven (7) days, but no more than fifteen (15) days, prior to the event. Any and all outstanding invoices or fees due for prior park permits shall be paid in full by the applicant prior to the issuance of additional park permits.

E F-. Cooper City Soccer Club, Inc.
The City Council Commission acknowledges the existence of a youth

services provided by the Cooper City Soccer Club, Inc.

This service organization shall be recognized as providing a soccer program which shall receive equal consideration with regard to the use of sports facilities with the recognized sports organization during the season designated for soccer only as stated in paragraph B C, and subjed to the provisions of paragraph F G.

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The Cooper City Soccer Club, Inc. shall be required to comply with the same -standards required of the Leognized sRorts oroanization outlined in of paragraph AR above.

The Cooper City Soccer Club, Inc. shall not be required to pay any fees other than those which may be charged to the recognized sports organization.

F Q. General Policy Considerations

I . it is the policy of the Cooper City GGuaeA Commission that the recognized sports organization, the Cooper City Soccer Club, Inc. and any other individual or groug using the p4vate USEF Gf Sports facilities on a continuing basis shall include a minimum of Ninety Seventy Percent (70N) (90%~ Cooper City residents on or before March 1, 2003. the 1985ii 986 rs,- rAR eea6en ___ -e-Gbon

(a) below for #ansitieFi sGhedule) Any non-resident participating in Lhese any surA organizations shall be charged an additional Twen Five Dollars (\$25.00) per child, per sport, per season, to a maximum fee Gf Tmonty-Five Dollars 8 (\$25.00) PeF 16FAily, PeF year-, over and above the normal fees charged by the organization, which money shall be placed in a fund to be used for the maintenance of sports facilities and/or, in the sole discretion of the CibLs designee, used for sports -officials fee . CooMr City residents shall have preference over non-residents to particiRate in these oLganizations. Each organization upon completion of registration, shall present complete league rosters, including addresses and telephone numbers, to the City's designee, who shall compute the non-resident fee and send an invoice to the organization. The City shall hold the organizations harmless for any errors or omissions in the collection of said fees.

Gib" --S-ideRtS. POF this SeaSOR, eaGh . anizati n shall be Five Pement (5%)-. paFfiGiPaMQA Up tG FiVe PeFGePt_46%-Y Beg.nAirig stFation fo 1984185 season, PeFGeRt (90%) GoepeF Gity Fedidents. EaGh -anozation shal' be wanted a toleFanee.level of Five Per-Gent tFafien foF the 1985/86 season, all eFqaff4a#On&.,- 9

(b) The City Manage is hereby granted the authority to suspend, curtail, or revoke the privilege to utilize sports facilities of any organization who violates the provisions of this seGbon oara-graph F; and to waiver- or regulate any special problems that may arise in the implementation of

this policy. An aggrieved party may appeal the decision of the designee to the C4Y Manager.

6. It is the policy of the Cooper City GeunGil Commission to deny recognition or give facility used in , to any organization which duplicates a sport already provided by paragraph D the Cooper City Optimist Club and/or the Cooper City Soccer Club, Inc.

3. It is the policy of the Cooper City GeunGil Commission that any new sport must receive prior approval of the City's designee.

G 14. Scheduling of Facilities

After reviewing the plans for practices and games submitted by the recognized sports organizations, the City's designee shall be solely responsible for scheduling the use of all facilities described in paragraph -C 0

above. Therefore, the purposer, of this Resolution, the City's designee shall be the

ReCMatiGR DiMGtGF- The organizations will submit the plans for practices and

games- at least one (1) week prior to each goalicable season.

0 Spoft AFbi#ation BeaFd

speFts taolilities wol*h e; aRnGt be mselved by the City's designee, said The BoaFd shall Gensist of the City's dOSigROe, bW membeFs el the Club, WG.

The CiYs -designee Board shall attempt to resolve any dispute or disagreements stemming from the implementation of this Sports Plan.

0 H J. City Council Commission Obligation

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It is the obligation of the City Council Commission to provide for the health, safety and welfare of all the citizens of Cooper City. Anything in this plan

is subject to the ultimate control and approval of the GeunGil Commission, and

1-0 the Gounril Commission has the continuing right to make any changes in the

Plan which works to the benefit of the City and its residents. The City shall have

a continuing right to withdraw the approval of the Cooper Cily Optimist Club

and/or the Cooper City Soccer Club., Inc. Fee"nized speds orgaAizations if the

Caunca Commission decides that the residents of the City are not being properly

served by the recognized organizations.

Section 2: This Resolution shall be in force and take full effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 25th day of February, A.D., 2003-

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J/ f4z

SUELLEN H. FARDELMANN

Mayor

ATTEST:

SUSAN BERNARD

City Clerk

ROLL CALL

Mayor Fardelmann Yes

Commissioner Webster Yes

Commissioner Kleiman No

Commissioner Roper Yes

Commissioner Eisinger Yes

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**CITY COMMISSION
ORDINANCE/RESOLUTION**

TITLE: Ordinance 24-09 (Parks& Recreation)

DATE: April 30, 2024

DESCRIPTION: AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA; AMENDING CHAPTER 12 OF THE CITY’S CODE OF ORDINANCES, ENTITLED, “PARKS AND RECREATION” BY SPECIFICALLY AMENDING SECTION 12-46(B), ENTITLED “APPLICATION PROCEDURE”; EXTENDING THE PERIOD TO SUBMIT AN APPLICATION TO UTILIZE PASSIVE RECREATIONAL FACILITIES AT CITY PARKS; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

CITY MANAGER RECOMMENDATION:

The City Manager recommends that Ordinance 24-09 be approved on the first reading, extending the application period to utilize passive recreational facilities at City Parks.

BACKGROUND OF ITEM:

Chapter 12, entitled “Parks and Recreation,” of the City of Cooper City of Ordinances governs how we craft policy and procedures within the Parks and Recreation Department. It has not been updated nor follows current trends and changes within the industry and the City of Cooper City. While reviewing the City Codes and Resolutions, it came to our attention that some of our policies and patriciates were not compliant with the current section 12-46(B)

ANALYSIS:

These amendments to Section 12-46(B) of the City Code aim to streamline the permit application process while ensuring clarity and consistency in the requirements and timelines. We aim to enhance clarity, flexibility, and efficiency in the process while addressing the specific needs of Cooper City Residents.

STRATEGIC PLAN:

The recommended changes align with the strategic goals of promoting community well-being, enhancing recreational opportunities, and improving operational efficiency within the Parks and Recreation Department.

FISCAL IMPACT:

N/A

ATTACHMENTS:

- 1. Chapter 12 – Code of Ordinances
- 2. Ordinance 24-09

ORDINANCE NO. 24-09

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA; AMENDING CHAPTER 12 OF THE CITY’S CODE OF ORDINANCES, ENTITLED, “PARKS AND RECREATION” BY SPECIFICALLY AMENDING SECTION 12-46(B), ENTITLED “APPLICATION PROCEDURE”; EXTENDING THE PERIOD TO SUBMIT AN APPLICATION TO UTILIZE PASSIVE RECREATIONAL FACILITIES AT CITY PARKS; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City’s Parks and Recreation department (the “Department”) offers permits to individuals seeking to utilize passive recreational facilities within City parks; and

WHEREAS, the Department has received increased interest from residents wishing to utilize the passive recreational facilities; and

WHEREAS, the City’s Code of Ordinances presently requires reservations for passive recreational facilities to be submitted not more than ninety (90) days before the date of the proposed use or activity; and

WHEREAS, residents have expressed a desire to expand the timeframe provided by the City’s Code of Ordinances to reserve a passive recreational facility within City parks; and

WHEREAS, the City Commission has determined that amending the City Code to allow more time to apply for a receive a permit to use passive recreational facilities within City parks is in the best interest of the health, safety, and welfare of its citizens and residents.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE

CODING: Words in ~~struck through~~ type are deletion from existing law; words in underlined type are additions

CITY OF COOPER CITY, FLORIDA:

SECTION 1. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance.

SECTION 2. City Code Amended. That Chapter 12, entitled “Parks and Recreation,” of the City of Cooper City Code of Ordinances is hereby amended by specifically amending Section 12-46(B), entitled “Application procedure” as follows:

Sec. 12-46. –

(b) Application procedure

- (1) A person seeking the issuance of a permit to carry on an activity in a park shall file an application on the appropriate form supplied by the department of parks and recreation with the designated representative of the Director of Parks and Recreation and provide such information as shall be required by the director.
- (2) Applications for ~~passive~~ recreational facilities, not including the use of any sports facilities, shall be filed not less than three days nor more than ~~90~~ 180 days before the date of the proposed use or activity. Applications for the use of sports facilities shall be governed by the provisions of Res. No. 03-2-9, as same may be amended from time to time.
- (3) The recognized sports groups shall have the right to apply for a series of seasonal permits on an annual basis pursuant to the provisions of Res. No. 03-2-9, as same may be amended from time to time.

CODING: Words in ~~struck through~~ type are deletion from existing law; words in underlined type are additions

SECTION 3. Conflict. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be, and the same are hereby repealed to the extent of such conflict.

SECTION 4. Severability. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

SECTION 5. Codification. It is the intention of the City Commission of the City of Cooper City that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Cooper City, Florida, that the Sections of this ordinance may be renumbered, re-lettered, and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention. All other Code references to Sec. 23-104.1 may be deleted.

SECTION 6. Effective Date. This Ordinance shall become effective upon passage and adoption.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

CODING: Words in ~~struck through~~ type are deletion from existing law; words in underlined type are additions

PASSED AND ADOPTED on First Reading this _____ day of _____, 2024.

PASSED AND FINAL ADOPTION on Second Reading this _____ day of _____, 2024.

MAYOR GREG ROSS

ATTEST:

TEDRA ALLEN, MMC

Approved as to Legal Form:

JACOB G. HOROWITZ
City Attorney

ROLL CALL

Mayor Ross _____
Commissioner Green _____
Commissioner Shrouder _____
Commissioner Katzman _____
Commissioner Mallozzi _____

CODING: Words in ~~struck through~~ type are deletion from existing law; words in underlined type are additions

Chapter 12 PARKS AND RECREATION¹

ARTICLE I. RESERVED

Secs. 12-1—12-15. Reserved.

ARTICLE II. RESERVED

Secs. 12-16—12-40. Reserved.

(Ord. No. 86-7-5, § 1, 7-22-86)

ARTICLE III. PARK REGULATIONS

Sec. 12-41. Definitions.

The following words and phrases, when used in this article, shall have the meanings respectively ascribed to them:

Law enforcement officer means any member of the police department authorized to enforce all criminal and traffic laws and ordinances within the City.

Park means any public park, recreational or playground area, or building or facility thereon, within the City owned, or leased, and maintained as a public park, whether or not such areas have been formally dedicated to such purpose.

Park watchman means any employee of the City under the supervision of the Director of Parks and Recreation and authorized to enforce this article within park boundaries.

Permit means the written permission that must be obtained from the Director of Parks and Recreation or his designated agent to carry out a given activity in a park.

Vehicle includes any wheeled device or conveyance, whether propelled by motor, animal or human power. The term shall include any trailer in tow of any kind, size or description. Exception is made for baby carriages and vehicles in the service of the City.

(Ord. No. 80-11-3, § 2(A), 11-18-80)

¹Cross reference(s)—Definitions and rules of construction generally, § 1-2.

Sec. 12-42. Control of vehicles.

- (a) *Vehicles and traffic laws.* All applicable state and local vehicle and traffic laws and ordinances shall continue in full force and effect in any park.
- (b) *Operation of vehicles within parks.*
 - (1) No person shall operate a vehicle in a park except upon designated paved or improved park roads or driveways, or in and upon designated areas or trails set aside for use by such vehicles, unless directed by a law enforcement officer or park watchman to do so, or by official signs or markings.
 - (2) No person shall operate a vehicle within the park in excess of 15 miles per hour, except upon these roads or driveways where official signs or markings designate a different speed limit.
- (c) *Parking.*
 - (1) No person shall park a vehicle on park property other than in areas designated for parking that type of vehicle, unless there is an emergency or unless directed to do otherwise by a law enforcement officer or a park watchman. Parking shall conform to officially posted signs or markings unless other instructions are given by a law enforcement officer or a park watchman.
 - (2) No vehicle shall be left standing or parked at night within a park without lights clearly visible front and rear for at least 200 feet, except in designated parking areas.
 - (3) No vehicle shall be left parked on park property after park closing hours without obtaining a permit from the Director of Parks and Recreation.

(Ord. No. 80-11-3, § (B), 11-18-80)

Cross reference(s)—Traffic and motor vehicles generally, Ch. 17.

Sec. 12-43. Park property.

- (a) *Buildings and other property.* Except as previously authorized by the City, no person shall in any park do or cause to be done any of the following:
 - (1) Willfully mark, deface, or injure in any manner, or displace, remove, or tamper with any park building, bridge, table, bench, fireplace, railing, paving or paving materials, water line or other public utility or parts thereof, park sign or marking whether temporary or permanent, monument, stake, post, or other structure or equipment, facility, or park property of any kind;
 - (2) Willfully dig, cut, move or remove from any park or park area any sand, wood, turf, grass, gravel, shrub, or other material, or make any excavation by hand, tool, equipment, blasting or other means;
 - (3) Construct or erect any building or structure of any kind, whether permanent or temporary, or run or string any public and/or private utility into, upon or across a park.
- (b) *Trees, shrubbery, lawns.* Except as previously authorized by the City, no person shall in any park do or cause to be done any of the following:
 - (1) Willfully pick, saw, chop, cut, carve, remove or injure any flowers, seeds, blooms, bark, branches, twigs, or leaves of any tree, plant, shrub, vine, bush, or any other vegetation;
 - (2) Willfully drive any nail, staple, or attach or fasten any wire, rope or other device to any tree or plant, or tie or hitch any animal to any tree or plant;

- (3) Willfully dig in or disturb any grass areas, or in any way injure or impair the natural beauty or usefulness of any park area;
- (4) Willfully climb any tree, or walk, stand or sit upon any monument vase, fountain, railing, fence, or any other park property designated or normally used for such purpose;
- (5) Willfully bring in or dump, deposit, or leave any bottles, broken glass, ashes, paper, boxes, cans, dirt, rubbish, waste, garbage, or refuse, or other trash; but shall place same in the proper receptacles when these are provided; when receptacles are not so provided, all such rubbish or waste shall be carried away from the park by the person responsible for its presence, and properly disposed of elsewhere.

(Ord. No. 80-11-3, § 2(C), 11-18-80; Ord. No. 03-05-02, § 1, 5-27-03)

Sec. 12-44. Recreational activities.

(a) *Swimming.*

- (1) No person in a park shall:
 - a. Swim, bathe or wade in any waterway in or adjacent to any park, except in such water or waterway as the Director of Parks and Recreation may designate, and in accordance with the terms of this article and any other regulations that the director may promulgate;
 - b. Frequent any water or places where swimming, bathing or wading is permitted, except during those hours that the Director of Parks and Recreation has established for such activities;
 - c. Change into bathing clothes from street clothes, or from bathing clothes into street clothes, except in a bath house or other structure designated for such use.
- (2) The Director of Parks and Recreation shall not designate any water or waterway for swimming, bathing or wading where such use of the water would be dangerous to the public health, safety or welfare.

(b) *Fishing.*

- (1) No person shall engage in fishing for profit in park waters, or shall buy or sell fish caught in park waters on park property.
- (2) No person shall fish in any park waters where swimming, bathing or wading is permitted.

(c) *Dangerous instruments.*

- (1) No person except a law enforcement officer, shall bring onto park property or have in their possession on park property any explosive, dynamite cap, fireworks, air gun, pellet gun, spring gun, slingshot, cross bow, bow and arrow, any device by means of which a projectile can be propelled, any device which can be loaded with blank cartridges, any trapping device, any incendiary bomb or material, any smoke or stink bomb, any tear gas or other disabling chemical or agent, any acid or caustic substance, or any inflammable liquid except fuel contained in the fuel tank of a motor vehicle, vessel, lantern, camp stove or camp heater. This section shall not apply to firearms as regulated by F.S. Ch. 790.
- (2) No person shall discharge any of the weapons or instruments listed in subsection (c)(1) into any park from outside a park.
- (3) The Director of Parks and Recreation, with the approval of the police chief, may designate areas within a park where bows and arrows can be used. In such cases, the police chief shall promulgate regulations for the safe use of such devices, and no person shall fail to abide by such regulations.

- (4) The Director of Parks and Recreation, with the approval of the fire chief, may designate times and places where fireworks can be used within a park. The fire chief shall promulgate regulations to assure that in such cases the fireworks are used in a safe manner.
- (d) *Picnic areas and use.*
 - (1) The Director of Parks and Recreation shall designate those areas of a park where picnicking is permitted. No person shall picnic other than in a designated area.
 - (2) Individual fireplaces and tables in picnic areas shall be available on a "first come, first served" basis, except that a group of 20 or more persons must obtain a permit in advance for the use of picnic facilities.
 - (3) Picnickers shall not leave a picnic area before all trash in the nature of boxes, papers, cans, bottles, garbage and other refuse is placed in a disposal receptacle, where provided. If no trash receptacles are available, then refuse and trash shall be carried away from the park area by the picnicker to be properly disposed of elsewhere.
- (e) *Camping.*
 - (1) No person shall camp in a park except in areas that have been designated for camping by the Director of Parks and Recreation, if any. Camping shall be limited to tent camping, trailer camping or camping with other equipment designated specifically for camping.
 - (2) No person shall camp in a park without first obtaining a camping permit from the Director of Parks and Recreation or his designated agent.
- (f) *Fires.*
 - (1) No person shall start or maintain, in any park, any outdoor fire except in designated picnic or camping areas. Fires shall be limited to cooking fires, or fires in camp lanterns or heaters.
 - (2) Cooking fires shall be started and maintained only in a stove, fireplace, or barbecue pit maintained by the City. Fuels used in cooking fires shall not produce any noxious fumes or smoke.
 - (3) No person starting or maintaining any fire in a park shall leave the area where the fire is located without first completely extinguishing the fire.
- (g) *Animals and pets.*
 - (1) a. No animals or pets of any kind are permitted in any city parks, if a sign has been posted by the city prohibiting animals at that particular location. Animals shall not be allowed to run loose, but shall at all times be restrained or kept on a non-retractable leash of not more than six feet in length;
 - b. This subsection shall not apply to the following:
 - 1. Service animals, as defined in F.S. § 413.08(1)(d), and as used in accordance with the provisions of F.S. § 413.08;
 - 2. Horses or dogs used by a law enforcement officer or park watchman in the performance of their duties; and
 - 3. Animals or fowl kept by the department of recreation or under its direction.
 - (2) No person shall abandon any animal in a park.
- (h) *Games.* No person in a park shall take part in the playing of any games involving thrown or otherwise propelled objects such as balls, stones, arrows, golf balls, javelins, kites, or model airplanes except in areas set apart for such forms of recreation. The playing of organized games such as football, baseball, and the like,

is prohibited except on fields, courts, or areas designated for such use, or as directed by the Director of Parks and Recreation or an authorized representative.

(Ord. No. 80-11-3, § (D), 11-18-80; Ord. No. 03-05-02, § 2, 5-27-03; Ord. No. 11-9-8, § 3, 9-26-11; Ord. No. 13-11-1, § (2), 11-19-13; Ord. No. 22-11, § 2, 6-14-22)

Editor's note(s)—Ordinance 13-11-1 prohibits dogs in city parks, except at designated areas, but allows service animals at city parks pursuant to state law.

Sec. 12-45. Nuisances and behavior.

- (a) *Alcoholic beverages.* No person shall bring into, consume, or sell alcoholic beverages in a park, except:
 - (1) Alcoholic beverages may be sold by persons operating under a concession from the City, subject to the regulation and control of the Director of Parks and Recreation. Sale of alcoholic beverages shall be by the individual drink only, and drinks shall only be consumed on the premises of the concession. Sale of beer and wine in unopened containers shall not be permitted.
 - (2) Alcoholic beverages may be consumed at family or group picnics or functions provided a permit for such consumption is obtained. The police chief may require that one or more law enforcement officers be present at such picnics or functions. In such cases, the anticipated expense shall be paid in advance by the group having the picnic or function.
- (b) *Production of permits.* No person in a park shall refuse or fail to produce and exhibit any permit they claim to have upon the request of any law enforcement officer, park watchman, or other authorized park employee who wishes to inspect the permit for the purpose of determining that the provisions of this article have been complied with.
- (c) *Tobacco products.* It shall be unlawful for any person to smoke cigarettes, filtered cigars, pipes, or any other tobacco, tobacco products, nicotine vaporizers, electronic cigarettes, liquid nicotine, or any other smoking apparatus within all public parks in Cooper City, including Brian Piccolo Park and all City-owned parks. In accordance with F.S. § 386.209, as may be amended from time to time, this prohibition shall not apply to unfiltered cigars.

(Ord. No. 80-11-3, § 2(E), 11-18-80; Ord. No. 02-4-2, § 1, 4-23-02; Ord. No. 23-23, § 2, 10-24-23)

Cross reference(s)—Alcoholic beverages generally, Ch. 3.

Sec. 12-46. Permits.

- (a) *Required.* In addition to any other provision of this article that requires the obtaining of a permit prior to engaging in a given activity, no person in a park shall conduct, operate, present, manage, or take part in any of the following activities unless a permit is obtained prior to the start of the activity:
 - (1) Any picnic, outing or gathering sponsored by any person or composed of 20 or more persons;
 - (2) Any contest, exhibit, dramatic performance, play, motion picture, radio or television broadcast, fair, circus, musical event, or any similar event;
 - (3) Any public meeting, assembly, or parade, including, but not limited to, drills, maneuvers, ceremonies, addresses, speeches, sports contests, practices, or political meetings;
 - (4) Any use of any park facility by a certain person or group of persons to the exclusion of others;
 - (5) Use of sports facilities pursuant to the provisions of Res. No. 03-2-9, as same may be amended from time to time.

(b) *Application procedure.*

- (1) A person seeking the issuance of a permit to carry on an activity in a park shall file an application on the appropriate form supplied by the department of parks and recreation with the designated representative of the Director of Parks and Recreation and provide such information as shall be required by the director.
- (2) Applications for passive recreational facilities, not including the use of any sports facilities, shall be filed not less than three days nor more than 90 days before the date of the proposed use or activity. Applications for the use of sports facilities shall be governed by the provisions of Res. No. 03-2-9, as same may be amended from time to time.
- (3) The recognized sports groups shall have the right to apply for a series of seasonal permits on an annual basis pursuant to the provisions of Res. No. 03-2-9, as same may be amended from time to time.

(c) *Standards for issuance.*

- (1) The Director of Parks and Recreation shall issue a permit unless it is found:
 - a. That the proposed activity or use of the park will unreasonably interfere with or detract from the general public's use and enjoyment of the park; or
 - b. That the proposed activity or use of the park will unreasonably interfere with or detract from the public health, safety or welfare; or
 - c. That the conduct of the proposed activity or use is reasonably likely to result in violence to persons or property resulting in serious harm to the public; or
 - d. That the proposed activity or use will entail an extraordinary expense or operation by the City; or
 - e. That the facilities desired have been reserved for another activity or use at the day and hour requested in the application; or
 - f. The proposed activity or use is contrary to applicable laws, rules, regulations and/or policies of the City.
- (2) The Director of Parks and Recreation may impose reasonable conditions or restrictions on the granting of a permit, including, but not limited to, any of the following:
 - a. Restrictions on fires, fireworks, amplified sounds, use of alcoholic beverages, dancing, sports, use of animals, equipment, or vehicles, the number of persons to be present, the location of any bandstand or stage, or any other use which appears likely to create a risk of unreasonable harm to the use and enjoyment of the park by others, or of damage to park property;
 - b. A requirement that the applicant post a reasonable deposit of security for the repair of any damage to park property, or the cost of cleaning up, or both;
 - c. A requirement that the applicant pay in advance a reasonable fee to defray the cost of furnishing adequate security forces by the department of parks and recreation at the proposed use or activity;
 - d. A requirement that the permittee furnish additional sanitary and refuse facilities that might be reasonably necessary, based on the use or activity for which the permit is being sought;
 - e. A requirement that the applicant furnish a certificate of insurance in amounts prescribed to provide adequate coverage for the protection of the City and park property.
- (3) Permits shall not be transferable without the written consent of the Director of Parks and Recreation.

- (4) A permittee shall be bound by all park rules and regulations and all applicable ordinances fully as though the same were inserted in the permit.
- (5) The person to whom a permit is issued shall be liable for any loss, damage or injury to any person or property whatever by reason of the negligence of the person to whom such permit was issued.
- (6) The Director of Parks and Recreation shall have the authority to revoke a permit upon a finding of violation of any rule or ordinance, or upon the violation of any condition or restriction under which the permit was issued.

(Ord. No. 80-11-3, § 2(F), 11-18-80; Ord. No. 03-5-2, § 3, 5-27-03)

Sec. 12-47. Operating policies.

- (a) *Hours.* Park facilities owned and/or operated by the City shall be open to the public every day of the year between sunrise and sunset. Lighted facilities shall be open for use beyond sunset during the time such lights are illuminated; and upon cessation of such illumination, the facilities shall be considered closed. The Director of Parks and Recreation may extend or contract these times for any park or portion thereof. No person shall enter, be, or remain in any park after the park closing time unless a permit for same has been obtained.
- (b) *Closed areas.* Any section or part of any park may be declared closed to the public by the Director of Parks and Recreation at any time and for any interval of time, either temporarily or at regular and stated intervals (daily or otherwise) and either entirely or merely to certain uses, as the director shall find reasonably necessary.
- (c) *Powers of the director.* The Director of Parks and Recreation shall have the power to make, from time to time, such reasonable rules and regulations as are necessary to manage, use, preserve and govern park property and activities.
- (d) *Ejection from park.* Any person found violating any provisions of this article shall either be ejected and/or arrested by a law enforcement officer.

(Ord. No. 80-11-3, § 2(g), 11-18-80; Ord. No. 86-11-2, §§ 1, 2, 11-11-86)

Sec. 12-48. Penalty for violations.

If a citation issued for violation of this article shall be paid prior to the issuance of a notice to appear or municipal information, the fine shall be \$50.00. After the issuance of a notice to appear or municipal information the penalties provided in section 1-8 of this Code shall be applicable.

(Ord. No. 80-11-3, § 2, 11-18-80; Ord. No. 99-11-6, § 2, 11-9-99)



CITY COMMISSION ORDINANCE/RESOLUTION

TITLE: Ordinance 24-11 – (Community Development/BSO Code Enforcement)

DATE: May 14, 2024

DESCRIPTION: AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING THE CITY’S CODE OF ORDINANCES BY AMENDING CHAPTER 17, ENTITLED “TRAFFIC AND MOTOR VEHICLES,” BY AMENDING SECTION 17-18 ENTITLED “PROHIBITED STOPPING, STANDING OR PARKING ON CERTAIN ROADWAYS,” TO PROHIBIT VEHICLES FROM BLOCKING TRAFFIC DURING SCHOOL HOURS AND TO REQUIRE VEHICLES PARKING ALONG ROADWAYS TO FACE THE FLOW OF TRAFFIC; AMENDING SECTION 17-19 ENTITLED “PARKING PROHIBITED OVER CATCH BASINS,” TO PROHIBITED PARKING, ADDITIONAL REGULATIONS,” TO PROHIBIT PARKING WITHIN RIGHTS OF WAYS AND SWALES, AND TO PROHIBIT TRAILERS, COMMERCIAL VEHICLES, AND RECREATIONAL VEHICLES FROM PARKING ON ROADWAYS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

CITY MANAGER RECOMMENDATION:

The City Manager requests approval of Ordinance 24-11 on 1st reading, amending Chapter 17, Sec. 17-18 of the City’s Code of Ordinances, clarifying the City’s parking restrictions, the enforceability of commercial vehicle restrictions, and that parking enforcement volunteers are agents of the City.

BACKGROUND OF ITEM:

The City Commission held a public workshop on December 12, 2023, to discuss several ordinances pertaining to trees, right-of-way maintenance, swale matters, thoroughfare beautification, and ancillary issues. During this workshop, the City’s parking ordinance was isolated and discussed, resulting in the City Commission directing staff to come back with a modified ordinance to address various concerns, e.g., swale parking as same-directional, the enforceability of commercial vehicle restrictions as parking violations.

ANALYSIS:

City staff have worked with the City Attorney to amend Chapter 17 of the City Code to address the Commission's collective concern(s), as expressed on December 12, 2023. In the proposed ordinance, staff recommends:

- 1.) Identifying parking enforcement volunteers/officers as authorized agents of the City.

- 2.) Prohibiting the obstruction of traffic by standing, stopping, or parking in the roadway.
- 3.) With a few exceptions, requiring vehicles to face the same direction as traffic flow, including the City right-of-way and swales.
- 4.) Restricting parking in the City right-of-way/swale for more than sixty hours without the abutting property owner’s permission, including HOAs.
- 5.) Adopting the City’s commercial vehicle restrictions from Sec. 25-10 as enforceable as a parking violation in Sec. 17-18.

STRATEGIC PLAN:

The City of Cooper City identified revitalization as part of its strategic plan. Additionally, traffic improvements were cited as an objective of proactive public safety. This proposed ordinance touches on both goals, as the parking restrictions have aesthetic appeal while improving traffic safety in and around our schools.

FISCAL IMPACT:

N/A

ALTERNATIVES:

Do not approve Ordinance 24-11 on 1st reading.

ATTACHMENTS:

- 1. Ordinance 24-11

Workflow History 			
User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*COMPLETE: Forward to City Attorney	04/29/24 04:43 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to City Manager	04/29/24 04:44 PM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to City Clerk	05/03/24 02:12 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Workflow	05/03/24 02:45 PM
Allen, Tedra	END WORKFLOW - APPROVED		05/03/24 03:05 PM

ORDINANCE NO. 24-11

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING THE CITY’S CODE OF ORDINANCES BY AMENDING CHAPTER 17, ENTITLED “TRAFFIC AND MOTOR VEHICLES,” BY AMENDING SECTION 17-18 ENTITLED “PROHIBITED STOPPING, STANDING OR PARKING ON CERTAIN ROADWAYS,” TO PROHIBIT VEHICLES FROM BLOCKING TRAFFIC DURING SCHOOL HOURS AND TO REQUIRE VEHICLES PARKED ALONG ROADWAYS TO FACE THE FLOW OF TRAFFIC; AMENDING SECTION 17-19 ENTITLED “PARKING PROHIBITED OVER CATCH BASINS,” TO “PROHIBITED PARKING, ADDITIONAL REGULATIONS,” TO PROHIBIT PARKING WITHIN RIGHTS OF WAYS AND SWALES, AND TO PROHIBIT TRAILERS, BOATS, COMMERCIAL VEHICLES, AND RECREATIONAL VEHICLES FROM PARKING ON ROADWAYS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Cooper City (“City”) desires to update and amend the City Code related the parking of vehicles in the City; and

WHEREAS, vehicles parking in swales and on roadways create hazards which prevent the free flow of traffic; and

WHEREAS, hazards are created when vehicles line up on the City’s roadways around schools during pick up and drop off times, which result in lanes of traffic becoming blocked; and

WHEREAS, the City code regulates the parking and storage of the parking of vehicles, including trailers, commercial vehicles, and recreational vehicles; and

WHEREAS, parking within City rights of way and swales has become pervasive where residents are unable to maintain their swales as required by the City code due to known vehicles being parking within swales and other public rights of way; and

{00591494.3 3451-000000 }

WHEREAS, the storage and parking of trailers, commercial vehicles, and recreational vehicles, which would otherwise be prohibited by the City code on a subject property, are now being parked or otherwise stored upon the roadways; and

WHEREAS, §316.008, Florida Statutes, provides that local authorities have reasonable police power to regulate or prohibit stopping, standing, or parking on roadways under its jurisdiction;

WHEREAS, §316.2045, Florida Statutes, provides a person may not willfully obstruct the free, convenient, and normal use of a public street, highway, or road by impeding, hindering, stifling, retarding, or restraining traffic; and,

WHEREAS, §316.195, Florida Statutes, provides vehicles stopped or parked upon roadways shall be parked in the direction of traffic; and,

WHEREAS, the City desires to exercise its discretion to improve the health, safety, and welfare of its residents by prohibiting parking in swales without the consent of the adjacent property owner, prohibiting vehicles from standing, stopping, or parking in the street, and to prohibit the on street parking of trailers, boats, commercial vehicles, and recreational vehicles; and

WHEREAS, the City Commission finds that regulations and prohibitions herein will benefit the health, safety, and welfare of its residents by preserving the integrity of the residential areas and the unique aesthetic qualities of the City; and

WHEREAS, the City Commission has held a public hearing in accordance with Florida law; and

{00591494.3 3451-000000 }

WHEREAS, following proper notice to the public and after having received input and participation by interested members of the public and staff, the City Commission finds that this Ordinance is in the best interest of the citizens, residents, and business establishments in the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA:

Section 1. RECITALS ADOPTED. That each of the above-stated recitals is hereby adopted and confirmed.

Section 2. CHAPTER 17 OF CITY CODE AMENDED. The City Commission of the City of Cooper City hereby amends Chapter 17, entitled "TRAFFIC AND MOTOR VEHICLES," by amending Article II Entitled, "PARKING, STOPPING AND STANDING," by amending Section 17-18 entitled "Prohibited stopping, standing or parking on certain roadways," of the City code as follows:

Sec. 17-18. Prohibited stopping, standing or parking on certain roadways.

(a) *Definitions.* The following words and phrases, when used in this section shall have the meanings respectively ascribed to them in this subsection, except where the context otherwise requires:

Roadway shall mean that portion of a street improved, designed or ordinarily used for vehicular travel, exclusive of the swale or shoulder.

Swale area shall mean that area of the publicly-owned land lying on either side, of a public roadway, between the edge of such roadway and at the edge of a public sidewalk.

Vehicle shall mean any motor vehicle, automobile, commercial vehicle, recreational vehicle, motorcycle, moped, boat or boat trailer.

(b) It shall be unlawful for any person to stop, stand, or park a vehicle in violation of any posted "No Parking" sign.

(1) "No Parking" signs may designate a time period when standing, stopping, or parking a vehicle is prohibited in any parking lot, field, swale, park, or other parking areas provided by the City.

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(2) Standing, stopping, or parking a vehicle shall be prohibited in any parking lot, field, swale, park, or other parking areas provided by the City when the adjoining building or park is closed.

(3) "No Parking" signs may designate an area where standing, stopping, or parking a vehicle is prohibited.

(c) "No Parking" signs may be placed on any municipal property which includes, but is not limited to any parking lot, field, swale, park, or other parking areas provided by the City, at the discretion of the City Manager.

(d) All "No Parking" signs:

(1) Shall comply with the Manual on Uniform Traffic Control Devices, as amended.

(2) Must be prominently placed at each driveway access or curb cut allowing vehicular access to the property, within five feet from the public right-of-way line.

(e) Law enforcement officers, police service aides, and code compliance officers, parking enforcement officers, and any authorized employee or agent are hereby authorized to issue parking citations to any vehicle illegally parked in violation of the section.

(1) Whenever any vehicle is found parked, stopped or standing in violation of any of the restrictions imposed by this section, an authorized City representative shall issue a parking citation on a form approved by the chief law enforcement officer for the City.

(2) All parking citations shall be conspicuously affixed to the vehicle in violation.

(3) The citation shall notify the owner of the vehicle to pay the fine indicated on the citation within ten business days from the date of issuance at the place specified on the citation, and of the violator's right to appeal.

(4) The owner of a vehicle shall be responsible for payment of any citations issued under this chapter and other parking violations to the extent imposed by F.S. § 316.1967, as amended.

(5) Unless otherwise provided, citations issued for traffic or parking related offenses under this section shall be in the amount of \$25.00 for each offence, plus all applicable fees assessed by the Broward County Clerk of Courts.

(f) *Stopping, standing or parking on roadways ~~within 1,000 feet of school to discharge or pick-up school passenger(s)~~. No person shall stop, stand, or park a vehicle on any roadway within 1,000 feet of the real property comprising a public or private elementary, middle, or secondary school within one hour before the scheduled starting time for the regular school day or school special event or within one hour after the scheduled school dismissal time for the regular school day or school special event, ~~for the purpose of actively discharging from said vehicle or picking-~~*

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~~up into said vehicle a passenger(s) of the age of 19 or younger who is going to or leaving the school property., except momentarily to actively pick up or discharge passengers. Obstructing the flow of traffic, including the full or partial blocking of any lane by standing, stopping, or parking in the roadway, shall constitute a violation of this section.~~

(g) Every vehicle stopped or parked upon a roadway shall face the same direction as the traffic flow, subject to the provisions of § 316.195, Fla. Stat., as amended.

(h) This section shall not apply to public or private emergency, construction, or other vehicles actively performing services pursuant to a governmental agreement.

(i) A violation of this section shall result in a parking violation in the amount of one hundred (\$100.00) dollars, not including any other applicable fees as set forth in this chapter of the City code.

Section 3. CHAPTER 17 OF CITY CODE AMENDED. The City Commission of the City of Cooper City hereby amends Chapter 17, entitled “TRAFFIC AND MOTOR VEHICLES,” by amending Article II Entitled, “PARKING, STOPPING AND STANDING,” by amending Section 17-19 entitled “Parking prohibited over catch basins,” of the City code as follows:

Sec. 17-19. – Prohibited Parking, Additional Regulations ~~Parking prohibited over catch basins.~~

(a) *Definitions.* The following words and phrases, when used in this section, shall have the meanings respectively ascribed to them in this section, except where the context otherwise requires:

Catch basin shall mean a receptacle used for the collection and transmission of storm water runoff from roadways.

Right-of-way shall include, but not be limited to, all proposed dedications of public rights-of-way set forth on official grading and drainage plans required to accompany approved and valid tentative plats, as well as all existing or dedicated public rights-of-way, roadways, swales, and publicly owned land.

Swale shall mean the area of land located in the public right-of-way between the edge of the street pavement and the front property line of the adjacent property.

Vehicle shall mean any motor vehicle, commercial vehicle, automobile, recreational vehicle, motorcycle, moped, boat or boat trailer.

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(b) *Parking over catch basins, public rights-of-way, or swales.* Except in an emergency situation, or when a catch basin is located within a driveway of a residence, no person shall park, stop, stand or leave unattended any vehicle;

(1) Over any catch basin located within the City;

(2) Upon any swale area or upon any unpaved right-of-way adjacent to a paved street, avenue, or roadway, whether public or private, within the City which swale area or unpaved right-of-way abuts the property of another, without the consent of the owner, lessee or other person entitled to the possession and use of the property abutting the swale area or unpaved right of way, including homeowners associations, condominium associations, and commercial properties, unless such use does not exceed thirty-six (36) hours from the initial violation.

(c) All trailers, boats, commercial vehicles, and recreational vehicles prohibited by the City code, as amended, from being parking or stored on residential property, shall not be parked on any street, swale, or right-of-way, subject to the exceptions set forth within Sec 25-10 of the City code as applicable..

(d) *Penalties.* A violation of this section shall result in a parking violation in the amount of one hundred (\$100.00) dollars, not including any other applicable fees as set forth in this chapter of the City code. If a citation issued for a violation of this section shall be paid prior to the issuance of a notice to appear or municipal information, the fine shall be \$100.00. After the issuance of a notice to appear or municipal information, the penalties provided in section 1-8 of this Code shall be applicable.100

Section 4. It is the intention of the City Commission of the City of Cooper City that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Cooper City, Florida, and that the Sections of this ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article" or such other word or phrase in order to accomplish such intention.

Section 5. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 6. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional

or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

Section 7. This Ordinance shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED on First Reading this _____ day of _____, 2024.

PASSED AND FINAL ADOPTION on Second Reading this _____ day of _____, 2024.

ATTEST:

GREG ROSS
Mayor

Tedra Allen
City Clerk

Approved As To Form:

JACOB G. HOROWITZ
City Attorney

ROLL CALL
Mayor Ross _____
Commissioner Green _____
Commissioner Shrouder _____
Commissioner Katzman _____
Commissioner Mallozzi _____



CITY COMMISSION ORDINANCE/RESOLUTION

TITLE: Ordinance 24-06 - (Finance)

DATE: May 14, 2024

DESCRIPTION: AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING ORDINANCE NO. 23-21, ADOPTED ON SEPTEMBER 26, 2023; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024 FOR THE CITY BY ESTABLISHING A SOLID WASTE ENTERPRISE FUND, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

CITY MANAGER RECOMMENDATION:

The City Manager requests approval of Ordinance 24-06 on 2nd reading, amending Ordinance 23-21, adopted on September 26, 2023, and the Budget for Fiscal Year 2023-2024 for the City by establishing a Solid Waste Enterprise Fund.

BACKGROUND OF ITEM:

On September 26, 2023, the City Commission adopted Ordinance 23-21, adopting the Fiscal Year 2023-2024 Budget. Staff recommends establishing a Solid Waste Enterprise Fund, which requires amending the Fiscal Year 2023-2024 budget per Section 166.141, F.S.

ANALYSIS:

Approving Ordinance 24-06 will amend the Fiscal Year 2023-2024 budget by establishing a Solid Waste Enterprise Fund.

STRATEGIC PLAN:

N/A

FISCAL IMPACT:


N/A

ALTERNATIVES:

Do not approve Ordinance 24-06

ATTACHMENTS:

1. Ordinance 24-06

Workflow History 			
User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*COMPLETE: Forward to City Attorney	04/29/24 03:25 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to City Manager	05/02/24 03:45 PM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to City Clerk	05/02/24 03:48 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Workflow	05/03/24 02:44 PM
Allen, Tedra	END WORKFLOW - APPROVED		05/03/24 03:07 PM

ORDINANCE NO. 24-06

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING ORDINANCE NO. 23-21, ADOPTED ON SEPTEMBER 26, 2023; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024 FOR THE CITY BY ESTABLISHING A SOLID WASTE ENTERPRISE FUND, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT “A” AND INCORPORATED HEREIN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on September 26, 2023, the City Commission of the City of Cooper City adopted Ordinance No. 23-21, thereby adopting a budget for the Fiscal Year 2023-2024; and

WHEREAS, the City’s professional staff has recommended the establishment of a solid waste enterprise fund; and

WHEREAS, the establishment of a new enterprise fund requires an amendment to the Fiscal Year 2023-2024 budget, in accordance with Section 166.241, F.S.; and

WHEREAS, City Staff has reviewed the proposed amendments to the Fiscal Year 2023-2024 budget, and recommends the adoption of the same by the City Commission; and

WHEREAS, the City Commission has reviewed the proposed budget amendments set forth in Exhibit “A” and finds the adoption thereof to be in the best interests of the citizens and residents of the City of Cooper City, Florida.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, THAT:

Section 1. The foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct, and are hereby incorporated herein and made a part hereof.

Section 2. The City Commission of the City of Cooper City hereby amends Ordinance No. 23-21 as provided in the Amended Budget for the Fiscal Year 2023-2024, a copy of which is attached hereto as **Exhibit “A”** and incorporated herein by reference.

Section 3. The provisions of this ordinance shall not be deemed to be a limitation on the powers granted to the City Commission by the City Charter, which relates to the fiscal management of the City’s funds.

Section 4. All ordinances or parts of ordinances and resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. If any clause, section, or other part or application of this ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force or effect.

Section 6. This Ordinance shall become effective immediately upon its passage and adoption.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

PASSED AND ADOPTED on First Reading this _____ day of _____, 2024.

PASSED AND FINAL ADOPTION on Second Reading this __ day of _____, 2024.

GREG ROSS
Mayor

ATTEST:

TEDRA ALLEN
City Clerk

ROLL CALL
Mayor Ross _____
Commissioner Green _____
Commissioner Shrouder _____
Commissioner Katzman _____
Commissioner Mallozzi _____

APPROVED AS TO LEGAL FORM:

JACOB G. HOROWITZ
City Attorney



**CITY OF COOPER CITY
INTERDEPARTMENTAL BUDGET TRANSFER NOTIFICATION**

TO: CITY COMMISSION

VIA: CFO

FROM: CITY MANAGER

DATE:

3/21/2024

Notification of the following transfer of funds is provided for the reasons set forth below:

	Revenues	Expenditures
Department	Solid Waste Enterprise Fund	Solid Waste Enterprise Fund
Account Description	Solid Waste Revenue	Professional Services - SW Disposal
Account Number	460-900-343400-343	460-900-534309-534
Amount to be Transferred (\$)	\$668,243.00	\$393,892.00
	Solid Waste Disposal Fee	Professional Services - SW Collections
	460-900-343460-343	460-900-534310-534
	\$478,252.00	\$616,487.00
	Bulk Pickup Revenue	Collection Expenses Recycling
	460-915-343420-343	460-905-534312-534
	\$255,505.00	\$366,223.00
	Disposal Fees Bulk (EWS)	Professional Services - Recycle Processing
	460-915-343461-343	460-905-534313-534
	\$132,338.00	\$212,818.00
	Recycling Revenue	Professional Services - Disposal Recycling
	460-905-343410-343	460-905-534314-534
	\$402,911.00	\$12,283.00
	Recycling Processing Fee	Professional Services - Collections (Bulk)
	460-905-343450-343	460-915-534315-534
	\$211,610.00	\$233,230.00
	Recycle Revenue Contamination	Professional Services - Disposal (Bulk)
	460-905-343312-343	460-915-534316-534
	\$16,379.00	\$109,445.00
	Revenue Administrator Salary	Salaries - Regular
	460-920-341910-341	460-920-512100-534
	\$60,000.00	\$39,000.00
		Benefits - FICA
		460-920-521100-000
		\$2,983.00
		Benefits - Retirement
		460-920-521200-000
		\$5,523.00
		Benefits - Group Insurance
		460-920-521300-000
		\$12,464.00

	Benefits - Workers Compensation
	460-920-521400-000
	\$30.00
	Supplies - Office
	460-920-535110-534
	\$1,000.00
	Contingency
	460-920-599000-534
	\$219,860.00

This Transaction	All Funds Cumulative FY 24 YTD	2.5% Limit Based on FY 24 Adopted Budget
\$1,146,495.00	\$1,217,232	\$1,909,267

REASON:

To add Fund 460 (Solid Waste Enterprise Fund) to the FY24 Budget in BS&A. This is not a budget transfer but an addition of revenues and expenditures to the budget.

All funds cumulative include this transaction.

(Please Do Not Write Below This Line)

	APPROVED	DISAPPROVED
Finance		
City Manager		
Commission (≥10K)		



BUSINESS IMPACT ESTIMATE

4/30/2024 Meeting Date

Ordinance Title: Ordinance 24-06

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING ORDINANCE NO. 23-21, ADOPTED ON SEPTEMBER 26, 2023; AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024 FOR THE CITY BY ESTABLISHING A SOLID WASTE ENTERPRISE FUND, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" AND INCORPORATING HEREIN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

If any of the following exceptions to the Business Impact Estimate requirements apply, check the applicable box and leave the remainder of the form blank.

- The ordinance is required for compliance with federal or state law or regulation;
 - The ordinance relates to the issuance or refinancing of debt;
 - The ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
 - The ordinance is required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by the City;
 - The ordinance is an emergency ordinance;
 - The ordinance relates to procurement; or
 - The ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
 - b. Sections 190.005 and 190.046, regarding community development districts;
 - c. Section 553.73, relating to the Florida Building Code; or
 - d. Section 633.202, relating to the Florida Fire Prevention Code.
1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):
 2. Estimate the direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

- 3. Estimate of direct compliance costs:

- 4. Any new charge or fee imposed by the proposed ordinance:

- 5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs

- 6. Estimate of the number of businesses impacted by the proposed ordinance:

- 7. Additional Information: _____



**CITY OF COOPER CITY
INTERDEPARTMENTAL BUDGET TRANSFER NOTIFICATION**

TO: CITY COMMISSION

VIA: CFO

FROM: CITY MANAGER

DATE:

3/21/2024

Notification of the following transfer of funds is provided for the reasons set forth below:

	Revenues	Expenditures
Department	Solid Waste Enterprise Fund	Solid Waste Enterprise Fund
Account Description	Solid Waste Revenue	Professional Services - SW Disposal
Account Number	460-900-343400-343	460-900-534309-534
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	460-900-343460-343	460-900-534310-534
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	\$255,505.00	\$366,223.00
	Disposal Fees Bulk (EWS)	Professional Services - Recycle Processing
	460-915-343461-343	460-905-534313-534
	\$132,338.00	\$212,818.00
	Recycling Revenue	Professional Services - Disposal Recycling
	460-905-343410-343	460-905-534314-534
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	Recycling Processing Fee	Professional Services - Collections (Bulk)
	460-905-343450-343	460-915-534315-534
	\$211,610.00	\$233,230.00
	Recycle Revenue Contamination	Professional Services - Disposal (Bulk)
	460-905-343312-343	460-915-534316-534
	\$16,379.00	\$109,445.00
	Revenue Administrator Salary	Salaries - Regular
	460-920-341910-341	460-920-512100-534
	\$60,000.00	\$39,000.00
		Benefits - FICA
		460-920-521100-000
		\$2,983.00
		Benefits - Retirement
		460-920-521200-000
		\$5,523.00
		Benefits - Group Insurance
		460-920-521300-000
		\$12,464.00

	Benefits - Workers Compensation
	460-920-521400-000
	\$30.00
	Supplies - Office
	460-920-535110-534
	\$1,000.00
	Contingency
	460-920-599000-534
	\$219,860.00

This Transaction	All Funds Cumulative FY 24 YTD	2.5% Limit Based on FY 24 Adopted Budget
\$1,146,495.00	\$1,217,232	\$1,909,267

REASON:

To add Fund 460 (Solid Waste Enterprise Fund) to the FY24 Budget in BS&A. This is not a budget transfer but an addition of revenues and expenditures to the budget.

All funds cumulative include this transaction.

(Please Do Not Write Below This Line)

	APPROVED	DISAPPROVED
Finance		
City Manager		
Commission (≥10K)		



CITY COMMISSION ORDINANCE/RESOLUTION

TITLE: Ordinance 24-07 (Administration)

DATE: May 14, 2024

DESCRIPTION: AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION", ARTICLE VI, "EMPLOYEE BENEFITS", DIVISION 2 "RETIREMENT PLAN", SECTION 2-158 "FIREFIGHTERS' PENSION PLAN" OF THE CITY OF COOPER CITY MUNICIPAL CODE OF ORDINANCES BY AMENDING ARTICLE XII, "COMPLIANCE WITH THE INTERNAL REVENUE CODE", TO PROVIDE FOR COMPLIANCE WITH SECURE 2.0 ACT; PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE.

CITY MANAGER RECOMMENDATION:

The City Manager requests approval of Ordinance 24-07 by amending Article XII, "Compliance with the Internal Revenue Code," to provide compliance with the Secure 2.0 Act.

BACKGROUND OF ITEM:

Under the current plan, benefits must commence to members not later than April 1 of the calendar year following the later of the calendar year in which the member attains age 70½. If the proposed ordinance is adopted, benefits will need to commence to members not later than April 1 of the calendar year following the later of the calendar year in which the member attains age 72. No active members are remaining in the Plan, the proposed ordinance has not measurable actuarial cost to the Plan, as contemplated by the statutes relating to Actuarial Impact Statements. Since the April 9th Commission meeting, the City Attorney has reached out to the Pension Counsel; their feedback is attached. (Attachment 4.)

ANALYSIS:

The proposed ordinance would revise Section 2-158, Article XII "Compliance with the Internal Revenue Code" to incorporate relevant provisions of the Setting Every Community Up for Retirement Enhancement ("SECURE") 2.0 Act.

STRATEGIC PLAN:

N/A

FISCAL IMPACT:

There is no impact to the City.

ALTERNATIVES:

None

ATTACHMENTS:

- 1. Ordinance 24-07
- 2. AIS Letter
- 3. Special Report – Sugarman, Susskind, Braswell & Herrera
- 4. B. Klausner email exchange

Workflow History 			
User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	*COMPLETE: Forward to City Attorney	04/29/24 12:37 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to City Manager	04/29/24 12:38 PM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to City Clerk	04/29/24 12:42 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Workflow	05/03/24 02:42 PM
Allen, Tedra	END WORKFLOW - APPROVED		05/03/24 03:09 PM

ORDINANCE NO. 2024-07

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING CHAPTER 2 “ADMINISTRATION”, ARTICLE VI, “EMPLOYEE BENEFITS”, DIVISION 2 “RETIREMENT PLAN”, SECTION 2-158 “FIREFIGHTERS’ PENSION PLAN” OF THE CITY OF COOPER CITY MUNICIPAL CODE OF ORDINANCES BY AMENDING ARTICLE XII, “COMPLIANCE WITH THE INTERNAL REVENUE CODE”, TO PROVIDE FOR COMPLIANCE WITH SECURE 2.0 ACT; PROVIDING FOR SEVERABILITY. THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the Setting Every Community Up for Retirement Enhancement (“SECURE”) 2.0 Act, signed into law on December 29, 2022, as part of the Consolidated Appropriations Act, 2023, amended the definition of “Required Beginning Date” under Section 401(a)(9) of the Internal Revenue Code; and

WHEREAS, amendments to the Plan are necessary to conform the Pension Plan to the requirements of the SECURE 2.0 Act; and

WHEREAS, the Board of Trustees of the City of Cooper City Firefighters’ Pension Plan has recommended an amendment to the Pension Plan to comply with the SECURE 2.0 Act; and

WHEREAS, the trustees of the City of Cooper City Firefighters’ Pension Plan have requested and approved the amendments provided herein as being in the best interests of the participants and beneficiaries and improving the administration of the Fund, and

WHEREAS, the City Commission has received and reviewed an actuarial impact statement related to this change and attached as such; and

WHEREAS, the City Commission deems it to be in the public interest to provide this change to the Pension Plan for its Firefighters;

NOW, therefore, be it ORDAINED BY the CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA:

Section 1. That the recitals contained in the preamble to this Ordinance are incorporated by reference herein.

Section 2. That Chapter 2, Article VI, Division 2, Section 2-158, Article XII, “Compliance with the Internal Revenue Code” of the Code of Ordinances of the City of Cooper City, is amended to read:

Article XII Compliance with the Internal Revenue Code.

* * * * *

(b) Required beginning date:

Notwithstanding any other provision of the plan, payment of a participant's retirement benefits under the plan shall commence not later than the participant's required beginning date, which effective January 1, 2023 is defined as the later of (1) and (2) below:

~~April 1 of the calendar year that next follows the calendar year in which the participant attains or will attain the age of 70½ years; or~~

~~April 1 of the calendar year that next follows the calendar year in which the participant retires.~~

(1) With respect to a participant who reached age 70-½ prior to January 1, 2020, April 1 of the calendar year that next follows the calendar year in which the participant attained the age of 70-½ years; or

with respect to a participant who attained age 70-½ on or after January 1, 2020, and age 72 prior to January 1, 2023, April 1 of the calendar year that next follows the calendar year in which the participant attained the age of 72 years; or

with respect to a participant who attains age 72 on or after January 1, 2023, in accordance with the SECURE 2.0 Act and any technical corrections thereto; or

(2) April 1 of the calendar year that next follows the calendar year in which the participant retires.

(c) Required Minimum Distributions.

(1) Required Beginning Date. The participant's entire interest will be distributed, or begin to be distributed, to the participant no later than the participant's Required Beginning Date as defined in Subsection (b) of this Article XII.

(2) Death of participant Before Distributions Begin.

(A) If the participant dies before distributions begin, the participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(i) If the participant's surviving spouse is the participant's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the participant died, or by December 31 of the calendar year in which the participant would have attained ~~age 70½~~his or her Required Beginning Date, if later.

* * * * *

Section 3. All sections or parts of sections of the Cooper City Municipal Code of Ordinances, all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 4. Should any section or provision of this Ordinance, or a paragraph, sentence or word, be declared by a Court of competent jurisdiction to be invalid, such

decision shall not affect the validity of the remainder hereof, as a whole or a part hereof, other than the part to be declared to be invalid.

Section 5. It is the intention of the City Commission of the City of Cooper City that the provisions of this Ordinance shall become and be made a part of the Cooper City Municipal Code of Ordinances and that the sections of this Ordinance may be renumbered or relettered and the word "Ordinances" may be changed to "Chapter," "Section," "Article," or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed.

Section 6. This Ordinance shall become effective upon passage; however, the provisions of this Ordinance that are specified to take effect as of a date certain shall take effect as of the date specified herein.

PASSED AND ADOPTED on First Reading this ___ day of _____, 2024.

PASSED AND ADOPTED on Second Reading this ___ day of _____, 2024.

Greg Ross, Mayor

ATTEST:

Tedra Allen MMC, City Clerk

Approved as to Form:

Jacob Horowitz, City Attorney

ROLL CALL:

Mayor Ross _____
Commissioner Green _____
Commissioner Shrouder _____
Commissioner Katzman _____
Commissioner Mallozzi _____



BUSINESS IMPACT ESTIMATE

5/14/2024 Meeting Date

Ordinance Title: Ordinance 24-07

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING CHAPTER 2 “ADMINISTRATION”, ARTICLE VI, “EMPLOYEE BENEFITS”, DIVISION 2 “RETIREMENT PLAN”, SECTION 2-158 “FIREFIGHTERS’ PENSION PLAN” OF THE CITY OF COOPER CITY MUNICIPAL CODE OF ORDINANCES BY AMENDING ARTICLE XII, “COMPLIANCE WITH THE INTERNAL REVENUE CODE”, TO PROVIDE FOR COMPLIANCE WITH SECURE 2.0 ACT; PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE.

If any of the following exceptions to the Business Impact Estimate requirements apply, check the applicable box and leave the remainder of the form blank.

- The ordinance is required for compliance with federal or state law or regulation;
- The ordinance relates to the issuance or refinancing of debt;
- The ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The ordinance is required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by the City;
- The ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
 - b. Sections 190.005 and 190.046, regarding community development districts;
 - c. Section 553.73, relating to the Florida Building Code; or
 - d. Section 633.202, relating to the Florida Fire Prevention Code.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):
2. Estimate the direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

- 3. Estimate of direct compliance costs:

- 4. Any new charge or fee imposed by the proposed ordinance:

- 5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs

- 6. Estimate of the number of businesses impacted by the proposed ordinance:

- 7. Additional Information: _____



March 22, 2024

Board of Trustees
City of Cooper City
Firefighters Retirement Plan

Dear Committee Members:

As requested, we have reviewed the proposed Ordinance amending the City of Cooper City Firefighters Retirement Plan ("Plan"). The proposed ordinance would revise Section 2-158, Article XII "Compliance with the Internal Revenue Code" to incorporate relevant provisions of the Setting Every Community Up for Retirement Enhancement ("SECURE") 2.0 Act.

Under the current plan, benefits must commence to members not later than April 1 of the calendar year following the later of the calendar year in which the member attains age 70½. If the proposed ordinance is adopted, benefits will need to commence to members not later than April 1 of the calendar year following the later of the calendar year in which the member attains age 72. Because there are no active members remaining in the Plan, it is our opinion that the proposed change has no measurable actuarial cost to the Plan, as contemplated by the statutes relating to Actuarial Impact Statements.

A draft of the Ordinance is attached to this letter.

Because the changes will not have a material actuarial impact, it is our opinion that a formal Actuarial Impact Statement is not required. However, a copy of this letter and the proposed ordinance should be sent to the Municipal Police Officers and Firefighters' Retirement Trust Funds Office and to the Bureau of Local Retirement Systems before the final public hearing on the ordinance.

Piotr Krekora is a member of the American Academy of Actuaries and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained herein.

The undersigned actuary is independent of the plan sponsor.

We welcome your questions and comments.

Sincerely yours,

Piotr Krekora, ASA, MAAA
Senior Consultant & Actuary

This communication shall not be construed to provide tax advice, legal advice or investment advice.

Robert A. Sugarman ♦
Howard S. Susskind
D. Marcus Braswell, Jr.
Pedro A. Herrera
Kenneth R. Harrison, Sr.
Madison J. Levine

150 Alhambra Circle
Suite 725
Coral Gables, Florida 33134
(305) 529-2801
Toll Free (800) 329-2122
Facsimile (305) 447-8115

Jose Javier Rodriguez
David E. Robinson
Of Counsel

♦ Board Certified Labor &
Employment Lawyer

SPECIAL REPORT
February 2023
SECURE ACT 2.0

President Biden signed the Secure 2.0 Act of 2022 (“the Act”) into law on December 29, 2022 as part of the Consolidated Appropriations Act, 2023. The Act makes sweeping changes to provisions of the Internal Revenue Code affecting qualified plans such as your municipal plan.

Many of the provisions take effect immediately, while others will become effective in years to come. For governmental plans such as yours amendments required by the Act must be made to the plan by no later than the last day of the first plan year beginning on or after January 1, 2027.

Below is a brief summary of the changes enacted. We will provide additional information with regard to each of the new requirements on an on-going basis as corresponding regulations or rules may be issued.

I. CHANGES THAT APPLY TO GOVERNMENTAL DEFINED BENEFIT PLANS AND STAND-ALONE SHARE PLANS

Increase in Ages for Required Minimum Distributions

Participants in tax-qualified pension plans are not taxed on the value of their retirement benefits until they begin to receive benefits under the plan.

The deferral of taxes is limited by the Required Minimum Distribution rules in Section 401(a)(9) of the Code, which require that participants begin to receive benefits (and therefore pay taxes) once they reach a certain age after retirement.

For many years, retirees were required to begin to receive benefits once they had retired and reached age 70 ½. The first Secure Act, passed in 2019, raised that age to 72.

Special Report *re*: SECURE Act 2.0
February 2023
Page | 2

Section 107 of the Secure 2.0 Act of 2022 has further increased the tax deferral by again raising the age by which retired participants must begin to receive benefits. The new ages are as follows:

- a) For individuals who attain age 72 after December 31, 2022, and age 73 before January 1, 2033, the applicable age is 73;
- b) For individuals who attain age 74 after December 31, 2032, the applicable age is 75;

Reduction in penalty for failure to make Required Minimum Distributions (Effective taxable years after December 29, 2022)

The Code currently provides for an excise tax for failure to take a required minimum distribution equal to 50% of the amount of the missed distribution.

Section 302 of the Act reduces the tax generally to 25%, and provides that the tax shall be further reduced to 10% if the failure is corrected in accordance with certain conditions.

Increase in the maximum amount of mandatory distributions (Effective January 1, 2024)

Plans may currently provide that benefits of which the lump-sum value does not exceed \$5000 will be paid mandatorily in the form of a lump-sum. Section 304 of the Act raises the limit, allowing plans to impose a lump-sum distribution for amounts up to \$7000.

Exclusion from Income of Certain Service-Related Disability Benefits for First Responders (Effective for eligible amounts received after December 31, 2026)

Section 309 of the act allows certain first responders (law enforcement officers, firefighters, paramedics, and emergency medical technicians) to exclude from gross income certain service-related disability pension or annuity payments after they reach retirement age.

Expansion of 72(t) Age Exemption for Qualified Public Safety Employees (Effective Immediately)

Generally, the penalty on early withdrawals under Section 72(t) does not apply to distributions made to an employee after separation from service after attainment of age 55. For qualified public safety employees, Section 72(t) replaces the age 55 exemption with a more favorable, lower age exemption. Prior to the Act, the applicable age for qualified public safety employees was 50, instead of 55. Section 329 of the Act further expands the exemption for qualified public safety officers by adding 25 years of service as a separate qualifying condition for the exemption, which now applies upon the earlier of attainment of age 50 or 25 years of service.

Special Report re: SECURE Act 2.0
February 2023
Page | 3

Expansion of Definition of Qualified Public Safety Employee for Purposes of 72(t) Age Exemption (Effective Immediately)

Prior to the Act, for purposes of the favorable 72(t) exemption discussed above, the term qualified public safety employee included governmental employees providing police protection, firefighting services, and emergency medical services. Section 330 expands the definition to include corrections officers, as well as forensic security employees providing for the care, custody and control of forensic patients.

Repeal of Direct Payment Requirement for Health Insurance Premiums (Effective Immediately)

Currently under Section 402(l) of the Code, Retired Public Safety Officers are permitted to exclude from income up to \$3,000 per taxable year in distributions from governmental plans that are used to for the payment of qualified health insurance premiums. Prior to the Act, payments were required to be made directly from the pension plan to the insurer. Section 328 of the Act removes the direct payment requirement and now allows payment to come directly from the member.

II. CHANGES THAT APPLY TO GOVERNMENTAL STAND-ALONE SHARE PLANS BUT NOT TO GOVERNMENTAL DEFINED BENEFIT PLANS

Tax-Favored Withdrawals

The Act allows plans to provide for the following types of withdrawals with favorable tax treatment (including exemption from any 72(t) penalty):

- Starting in 2024, up to \$1,000 for participant-certified personal and family emergencies;
- Starting in 2024, withdrawals up to the lesser of \$10,000 or 50% of account balance, if a participant has been the victim of domestic abuse;
- effective immediately withdrawals by participants who have been diagnosed as terminally ill;
- With regard to federal disasters occurring on or after January 26, 2021, withdrawals by participants who live in the disaster up to \$22,000 within 180 months of the disaster. Also loans related to federal disasters are allowed to be increased to the lessor of \$100,000 or 100% of the account balance,
- Plans are already permitted to provide for distributions for qualified birth or adoption expenses. Currently, such distributions may be paid back at any time. For withdrawals after December 29, 2022, the repayment period is limited to

Special Report re: SECURE Act 2.0
February 2023
Page | 4

- three years. For withdrawals that have already been taken, the repayment period ends December 31, 2025, beginning on or after December 29, 2025, up to \$2500 annually (adjustable for inflation) for long-term care insurance.

III. PROVISIONS OF THE ACT WITH REGARD TO PLAN CORRECTIONS

Changes to requirements regarding overpayments (effective immediately)

The IRS has on an on-going basis provided guidance to trustees regarding requirements for recovering benefit overpayments to participants and beneficiaries.

Section 301 of the Act amends the Code to provide clearly defined rules relating to the recovery of overpayments.

Principally, the Act provides that a plan is not necessarily obligated to pursue the recovery of an overpayment.

We will prepare procedures for the trustees to adopt to ensure that future actions with regard to overpayments comply with the new requirements.

Expanded Self-Correction Program (Effective upon guidance issued by IRS within two years of December 29, 2022)

The IRS maintains several programs pursuant to which trustees may correct errors in the operation of the plan and/or failures to amend the plan timely.

Under certain programs, a flat fee and/or penalties are required to be paid to the IRS to resolve the error or failure. On the other hand, under the IRS' Self-Correction Program, certain "non-significant" errors may be corrected without any notice or payment of fees or penalties to the IRS.

The Act expands the type of errors and failures that may be resolved through Self-Correction. The program is no longer limited to "non-significant" errors, and may be used generally to correct any inadvertent error or failure, except those (1) that were identified by the IRS before any good-faith corrective measures were taken, or (2) with respect to which corrective measures were not timely taken.

The Act requires the IRS to issue new guidance in accordance with the expansion of the self-correction program.

Special Report re: SECURE Act 2.0
February 2023
Page | 5

IV. FOR INFORMATIONAL PURPOSES (THE FOLLOWING INFORMATION PRESENTS PROVISIONS OF THE ACT THAT DO NOT APPLY TO THIS PLAN BUT THAT MAY BE OF INTEREST TO PUBLIC EMPLOYEES. THE INFORMATION IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED AND SHALL NOT BE CONSTRUED AS LEGAL ADVICE)

Section 308 of the Act extends to private sector firefighters, the favorable 72(t) age exemption (50 or 25 Years of Service) that was previously limited to governmental public safety employees.

Section 306 Changes rules relating to elections for 457 plans

Some of the tax-favored withdrawals that are permitted under the Act (See Section II above) may also be available under 457 plans.

From: [Jacob G. Horowitz](#)
To: [Tedra Allen](#)
Cc: [Ryan Eggleston](#)
Subject: FW: Pension Ordinances
Date: Wednesday, April 10, 2024 10:30:12 AM
Attachments: [image003.jpg](#)
[image005.png](#)
[image006.jpg](#)
[image001.jpg](#)
[image6e4aa7.JPG](#)

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Tedra,
Good morning.

Subject to the City Manager’s concurrence, please include this email exchange with Bob Klausner as additional back-up to Ordinance No. 2024-07 and Ordinance No. 2024-08 on the 4/30 commission agenda.

Thank you.

Jacob G. Horowitz



3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone: (954) 771-4500 x 5055 | (561) 276-9400 x 5055 | Fax: (954) 771-4923
Email: JHorowitz@gorencherof.com | www.GorenCherof.com

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From: Robert Klausner [<mailto:bob@robertdklausner.com>]
Sent: Wednesday, April 10, 2024 10:24 AM

To: Jacob G. Horowitz <JHorowitz@gorencherof.com>
Cc: 'Ryan Eggleston' <REggleston@coopercity.gov>
Subject: RE: Pension Ordinances

Jacob

I read the two ordinances. 07 is a tax compliance bill because the age at which a required minimum distribution must begin was extended for age 70 to age 73. 08 is adoption of the firefighter cancer presumption provided for in state law. The Division of Retirement is requiring its inclusion as a condition of continuing to receive insurance premium taxes. They are both appropriate for adoption.

Bob

Robert D. Klausner
Klausner Kaufman Jensen & Levinson
7080 NW 4th Street
Plantation, Florida 33317
(954) 916-1202
(954) 916-1232 Fax
(954) 614-1396 cell



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From: Jacob G. Horowitz <JHorowitz@gorencherof.com>
Sent: Wednesday, April 10, 2024 10:08 AM
To: Robert Klausner <bob@robertdklausner.com>
Cc: 'Ryan Eggleston' <REggleston@coopercity.gov>
Subject: FW: Pension Ordinances

Bob,
Good morning.

The attached ordinances were included on last night's Cooper City commission agenda for first reading. They were prepared by Sugarman Suskind, as counsel for the pension plan.

When the agenda was being prepared, it was suggested that the ordinances were prepared by pension counsel and I was under the mistaken impression that your office had a hand in the drafting.

The commission deferred action last night, and I requested an opportunity to share both ordinances with your office for review. The commission was particularly focused on Ord. 2024-07, regarding compliance with the Secure 2.0 Act, and whether BSO had any role here given the fact that the members of the plan are current BSO employees.

We would welcome your thoughts and recommendations as to whether the City should move forward with both ordinances. First reading has been deferred to the 4/30 commission meeting.

Thanks in advance.

Jacob G. Horowitz



3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone: (954) 771-4500 x 5055 | (561) 276-9400 x 5055 | Fax: (954) 771-4923
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From: Tedra Allen [<mailto:TAllen@coopercity.gov>]
Sent: Wednesday, April 10, 2024 10:00 AM
To: Jacob G. Horowitz <JHorowitz@gorencherof.com>
Subject: RE: Pension Ordinances

Good morning Jacob,

As requested

Tedra Allen, MMC
City Clerk
9090 SW 50th Place
Cooper City, Florida 33328
Clerk's Office: (954) 434-4300 Ext. 291
Email: TAllen@coopercity.gov | www.coopercity.gov

Please note that Florida has a broad public records law, and that all correspondence to me via email may be subject to disclosure.

From: Jacob G. Horowitz <JHorowitz@gorencherof.com>
Sent: Wednesday, April 10, 2024 9:47 AM
To: Tedra Allen <TAllen@coopercity.gov>
Subject: Pension Ordinances

CAUTION: This email originated from outside the City of Cooper City. Do not click links or open attachments unless you recognize the sender **and** expect the content.

Tedra,
Could you please send me word or pdf versions of both pension ordinances from last night's agenda?

Thank you.

Jacob G. Horowitz



3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone: (954) 771-4500 x 5055 | (561) 276-9400 x 5055 | Fax: (954) 771-4923
Email: JHorowitz@gorencherof.com | www.GorenCherof.com

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CITY COMMISSION ORDINANCE/RESOLUTION

TITLE: Ordinance 24-08 (Administration)

DATE: May 14, 2024

DESCRIPTION: AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING THE CITY OF COOPER CITY’S FIREFIGHTERS RETIREMENT PLAN CODIFIED IN CHAPTER 2 “ADMINISTRATION” OF THE COOPER CITY MUNICIPAL CODE OF ORDINANCES TO COMPLY WITH CHAPTER 2019-21, LAWS OF FLORIDA; BY AMENDING ARTICLE IX, DISABILITY, AND ARTICLE XI, DEATH BENEFITS, OF SECTION 2-158; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

CITY MANAGER RECOMMENDATION:

The City Manager requests approval of Ordinance 24-08 to comply with Chapter 209-21, Laws of Florida.

BACKGROUND OF ITEM:

Upon the adoption of this ordinance, firefighters who become disabled before retirement due to cancer (as defined in Section 112.1816(1), Florida Statutes) or from the treatment of such cancer (as defined in Section 112.1816(1), Florida Statutes) shall be considered to have become disabled in the line of duty. Since the April 9th Commission meeting, the City Attorney has reached out to the Pension Counsel; their feedback is attached. (Attachment 4.)

ANALYSIS:

The proposed ordinance would revise Section 2-158, Article IX “Disability” to incorporate provisions of Florida Statutes Chapter 112.1816, which provides that a firefighter who is diagnosed with certain specified cancers is presumed to have contributed those cancers while in the line of duty for purposes of determining the disability or death benefit payable from the Plan. No active members remain in the plan; the proposed change has no measurable actuarial cost to the Plan.

STRATEGIC PLAN:

N/A

FISCAL IMPACT:

There is no impact to the City.

ALTERNATIVES:

None

ATTACHMENTS:

- 1. Ordinance 24-08
- 2. AIS Letter
- 3. Special Report – Sugarman, Susskind, Braswell & Herrera
- 4. B. Klausner email exchange

ORDINANCE NO. 2024-08

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING THE CITY OF COOPER CITY’S FIREFIGHTERS RETIREMENT PLAN CODIFIED IN CHAPTER 2 “ADMINISTRATION” OF THE COOPER CITY MUNICIPAL CODE OF ORDINANCES TO COMPLY WITH CHAPTER 2019-21, LAWS OF FLORIDA; BY AMENDING ARTICLE IX, DISABILITY, AND ARTICLE XI, DEATH BENEFITS, OF SECTION 2-158; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the 2019 Florida Legislature enacted Chapter 2019-21, Law of Florida, which mandates certain amendments to the City of Cooper City’s Firefighters Retirement Plan (the “Plan”); and

WHEREAS, amendments to the City code are necessary to permit such new obligations and conditions; and

WHEREAS, the Trustees of the Plan have requested and approved such amendments as being in the best interests of the participants and beneficiaries as well as improving the administration of the Plan; and

WHEREAS, the City Commission has received and reviewed an actuarial impact statement concerning these changes and attached as such.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA¹:

Section 1. The foregoing WHEREAS clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

¹ Proposed additions to existing City Code text are indicated by an underline; proposed deletions from existing City Code text are indicated by strikethrough.

Section 2. That subparagraph (b) of Article IX “Disability,” of Section 2-158 of the Cooper City Municipal Code of Ordinances is hereby amended as follows:

ARTICLE IX. DISABILITY

(a) A member shall be disabled under the terms of the plan if the member has suffered an illness, injury or disease which renders the member permanently and totally incapacitated, physically or mentally, from regular and continuous duty as a firefighter. Disability shall not be determined based solely on the fact that a member cannot perform all of the duties of his or her job grouping as set forth in the job description. The city shall be required to accommodate disabled workers in accordance with state and federal law and shall not withhold assignment to vacant positions on the basis that a member is not capable of performing all of the tasks of his or her job grouping.

(b) A member shall be eligible for a service-incurred disability retirement from the entry date into the plan. A service-incurred disability retirement shall mean that the disability arose as a result of an act occurring in the performance of service with the city. As provided and subject to the limitations in section 112.1816, Florida Statutes, effective July 1, 2019, a firefighter (as defined in section 112.1816(1), Florida Statutes) member shall be considered to be totally and permanently disabled in the line of duty if he or she meets the Plan’s definition of Totally and Permanently Disabled due to a diagnosis of cancer (as defined in section 112.1816(1), Florida Statutes) or circumstances that arise out of the treatment of such cancer (as defined in section 112.1816(1), Florida Statutes).

Section 3. That subparagraph (a) of Article XI “Death Benefits,” of Section 2-158 of the Cooper City Municipal Code of Ordinances is hereby amended as follows:

ARTICLE XI. DEATH BENEFITS.

(a) In the event of the death of a member prior to the time of becoming fully vested for early or normal retirement, the member’s designated beneficiary shall be paid from the fund an amount equal to the member’s accumulated contributions together with interest thereon. In the event that the member was fully vested for early or normal retirement, but died before actual retirement, a death benefit shall be paid from the fund to the beneficiary. The amount of the benefit shall be computed as though the member had retired on the date of death and had chosen the one hundred (100%) percent joint and survivor option. The board may, in its discretion,

pay the benefit in another form if the board deems it to be in the best interest of the beneficiary. The actuarial value of any other form of benefit may not exceed the actuarial value of the one hundred (100%) percent joint and last survivor option. As provided and subject to the limitations in section 112.1816, Florida Statutes, effective July 1, 2019, a firefighter (as defined in section 112.1816(1), Florida Statutes) member shall be considered to have died in the line of duty if he or she dies as a result of cancer (as defined in section 112.1816(1), Florida Statutes) or circumstances that arise out of the treatment of such cancer (as defined in section 112.1816(1), Florida Statutes).

(b) In the event of the death of a retiree, death benefits, if any, shall be paid in accordance with the optional form of benefit chosen at the time of retirement.

(c) In the event that a designated beneficiary predeceases the member, or in the case of dissolution of marriage where the spouse is the designated beneficiary, the member may designate a new beneficiary as set forth in this subsection. No replacement beneficiary may receive a benefit which is greater than the actuarial equivalent of the benefit which would have been paid to the person named as designated beneficiary at the time of retirement. In the case of re-marriage, the spouse must have been married to the member for at least one (1) year prior to the death of member to qualify for benefits under this subsection.

Section 4. All sections or parts of sections of the Cooper City Municipal Code of Ordinances, all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 5. Should any section or provision of this Ordinance, or a paragraph, sentence or word, be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof, as a whole or a part hereof, other than the part to be declared to be invalid.

Section 6: It is the intention of the City Commission of the City of Cooper City that the provisions of this Ordinance shall become and be made a part of the Cooper City

Municipal Code of Ordinances and that the sections of this Ordinance may be renumbered or relettered and the word "Ordinances" may be changed to "Chapter," "Section," "Article," or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed.

Section 7. This Ordinance shall become effective upon passage; however, the provisions of this Ordinance that are specified to take effect as of a date certain shall take effect as of the date specified herein

PASSED AND ADOPTED on First Reading this ___ day of _____, 2024.

PASSED AND ADOPTED on Second Reading this __ day of _____, 2024.

Greg Ross, Mayor

ATTEST:

Tedra Allen, City Clerk

Approved as to Form:

Jacob Horowitz, City Attorney

ROLL CALL:

Mayor Ross	_____
Commissioner Green	_____
Commissioner Shrouder	_____
Commissioner Katzman	_____
Commissioner Mallozzi	_____



BUSINESS IMPACT ESTIMATE

5/14/2024 Meeting Date

Ordinance Title: Ordinance 24-08

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING THE CITY OF COOPER CITY'S FIREFIGHTERS RETIREMENT PLAN CODIFIED IN CHAPTER 2 "ADMINISTRATION" OF THE COOPER CITY MUNICIPAL CODE OF ORDINANCES TO COMPLY WITH CHAPTER 2019-21, LAWS OF FLORIDA; BY AMENDING ARTICLE XI, DISABILITY, AND ARTICLE XI, DEATH BENEFITS, OF SECTION 2-158; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.,

If any of the following exceptions to the Business Impact Estimate requirements apply, check the applicable box and leave the remainder of the form blank.

- The ordinance is required for compliance with federal or state law or regulation;
- The ordinance relates to the issuance or refinancing of debt;
- The ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The ordinance is required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by the City;
- The ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
 - b. Sections 190.005 and 190.046, regarding community development districts;
 - c. Section 553.73, relating to the Florida Building Code; or
 - d. Section 633.202, relating to the Florida Fire Prevention Code.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):
2. Estimate the direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

- 3. Estimate of direct compliance costs:

- 4. Any new charge or fee imposed by the proposed ordinance:

- 5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs

- 6. Estimate of the number of businesses impacted by the proposed ordinance:

- 7. Additional Information: _____



March 22, 2024

Board of Trustees
City of Cooper City
Firefighters Retirement Plan

Dear Committee Members:

As requested, we have reviewed the proposed Ordinance amending the City of Cooper City Firefighters Retirement Plan (“Plan”). The proposed ordinance would revise Section 2-158, Article IX “Disability” to incorporate provisions of Florida Statutes Chapter 112.1816 which provides that a firefighter who is diagnosed with certain specified cancers is presumed to have contracted those cancers while in the line of duty for purposes of determining the disability or death benefit payable from the Plan.

Upon adoption of this ordinance, firefighters who become disabled prior to retirement as a result of cancer (as defined in Section 112.1816(1), Florida Statutes) or from the treatment of such cancer (as defined in Section 112.1816(1), Florida Statutes) shall be considered to have become disabled in the line of duty. However, because there are no active members remaining in the Plan, it is our opinion that the proposed change has no measurable actuarial cost to the Plan, as contemplated by the statutes relating to Actuarial Impact Statements.

A draft of the Ordinance is attached to this letter.

Because the changes will not have a material actuarial impact, it is our opinion that a formal Actuarial Impact Statement is not required. However, a copy of this letter and the proposed ordinance should be sent to the Municipal Police Officers and Firefighters’ Retirement Trust Funds Office and to the Bureau of Local Retirement Systems before the final public hearing on the ordinance.

Piotr Krekora is a member of the American Academy of Actuaries and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained herein.

The undersigned actuary is independent of the plan sponsor.

We welcome your questions and comments.

Sincerely yours,

Piotr Krekora, ASA, MAAA
Senior Consultant & Actuary

Enclosures

SUGARMAN & SUSSKIND

PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW

Meeting Date: 05/14/2024 Item #18.

Robert A. Sugarman ♦
Howard S. Susskind
Kenneth R. Harrison, Sr.
D. Marcus Braswell, Jr.
Pedro A. Herrera
David Robinson
Ivelisse Berio LeBeau

100 Miracle Mile
Suite 300
Coral Gables, Florida 33134
(305) 529-2801
Broward 327-2878
Toll Free 1-800-329-2122
Facsimile (305) 447-8115

♦ Board Certified Labor
& Employment Lawyer

2019 Legislative Update

Ch. 2019-21, Laws of Florida

On May 5, 2019, Governor DeSantis signed Senate Bill 426 into law. The bill, Chapter 2019-21, Laws of Florida, will take effect on July 1, 2019, and will be codified as Florida Statute 112.1816. The bill provides firefighters who are diagnosed with twenty-one (21) certain forms of cancer eligibility to receive certain additional healthcare, disability and/or death benefits. Specifically, in lieu of pursuing workers' compensation coverage, a firefighter is entitled to cancer treatment and a one-time cash payout of \$25,000, upon the firefighter's initial diagnosis of an applicable enumerated form of cancer.

The new law provides that the term "cancer" includes: bladder cancer, brain cancer, breast cancer, cervical cancer, colon cancer, esophageal cancer, invasive skin cancer, kidney cancer, large intestinal cancer, lung cancer, malignant melanoma, mesothelioma, multiple myeloma, non-Hodgkin's lymphoma, oral cavity and pharynx cancer, ovarian cancer, prostate cancer, rectal cancer, stomach cancer, testicular cancer, and thyroid cancer.

In order to be entitled to such benefits, the firefighter must:

- Be employed full-time as a firefighter;
- Be employed by the state, university, city, county, port authority, special district, or fire control district;
- Have been employed by his or her employer for at least five continuous years;
- Not have used tobacco products for at least the preceding five years; and
- Have not been employed in any other position in the preceding five years, which is proven to create a higher risk for cancer.

2019 Legislative Update
Ch. 2019-21, Laws of Florida
Page | 2

Furthermore, under the new statute, the employer must provide coverage within an employer-sponsored health plan or through a group health insurance trust fund. Additionally, the employer must timely reimburse the firefighter for any out-of-pocket deductible, co-payment, or coinsurance costs incurred due to the treatment of cancer. Additionally, if a firefighter has retired or terminated employment and is then diagnosed with cancer, those individuals must have remained on the previous employer's health plan (or health group trust) in order to receive coverage as specified above for up to 10 years after such separation so long as the firefighter otherwise met the criteria specified above when he or she terminated employment and was not subsequently employed as a firefighter following that date.

From a pension plan's perspective, the new law requires the Board of Trustees considering disability and/or death benefit application for firefighter members who either, are found to be disabled from rendering useful and efficient service as a firefighter, or have died as a result of one of the enumerated specified forms of cancer, to presume that such disability or death were suffered in the line of duty.

PLAN OF ACTION

An amendment to your pension plan, and corresponding actuarial impact statement, should be incorporated to account for the new statutory presumptions affecting disability and death benefits afforded by your pension plan. Although the legislature has stated that the fiscal impact on state and local governments employing firefighters is "indeterminate," the Board should seek recommendations from its actuary as to potential impacts to plan assumptions and methodologies.

From: [Jacob G. Horowitz](#)
To: [Tedra Allen](#)
Cc: [Ryan Eggleston](#)
Subject: FW: Pension Ordinances
Date: Wednesday, April 10, 2024 10:30:12 AM
Attachments: [image003.jpg](#)
[image005.png](#)
[image006.jpg](#)
[image001.jpg](#)
[image6e4aa7.JPG](#)

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Tedra,
Good morning.

Subject to the City Manager’s concurrence, please include this email exchange with Bob Klausner as additional back-up to Ordinance No. 2024-07 and Ordinance No. 2024-08 on the 4/30 commission agenda.

Thank you.

Jacob G. Horowitz



3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone: (954) 771-4500 x 5055 | (561) 276-9400 x 5055 | Fax: (954) 771-4923
Email: JHorowitz@gorencherof.com | www.GorenCherof.com

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From: Robert Klausner [<mailto:bob@robertdklausner.com>]
Sent: Wednesday, April 10, 2024 10:24 AM

To: Jacob G. Horowitz <JHorowitz@gorencherof.com>
Cc: 'Ryan Eggleston' <REggleston@coopercity.gov>
Subject: RE: Pension Ordinances

Jacob

I read the two ordinances. 07 is a tax compliance bill because the age at which a required minimum distribution must begin was extended for age 70 to age 73. 08 is adoption of the firefighter cancer presumption provided for in state law. The Division of Retirement is requiring its inclusion as a condition of continuing to receive insurance premium taxes. They are both appropriate for adoption.

Bob

Robert D. Klausner
Klausner Kaufman Jensen & Levinson
7080 NW 4th Street
Plantation, Florida 33317
(954) 916-1202
(954) 916-1232 Fax
(954) 614-1396 cell



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From: Jacob G. Horowitz <JHorowitz@gorencherof.com>
Sent: Wednesday, April 10, 2024 10:08 AM
To: Robert Klausner <bob@robertdklausner.com>
Cc: 'Ryan Eggleston' <REggleston@coopercity.gov>
Subject: FW: Pension Ordinances

Bob,
Good morning.

The attached ordinances were included on last night's Cooper City commission agenda for first reading. They were prepared by Sugarman Suskind, as counsel for the pension plan.

When the agenda was being prepared, it was suggested that the ordinances were prepared by pension counsel and I was under the mistaken impression that your office had a hand in the drafting.

The commission deferred action last night, and I requested an opportunity to share both ordinances with your office for review. The commission was particularly focused on Ord. 2024-07, regarding compliance with the Secure 2.0 Act, and whether BSO had any role here given the fact that the members of the plan are current BSO employees.

We would welcome your thoughts and recommendations as to whether the City should move forward with both ordinances. First reading has been deferred to the 4/30 commission meeting.

Thanks in advance.

Jacob G. Horowitz



3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone: (954) 771-4500 x 5055 | (561) 276-9400 x 5055 | Fax: (954) 771-4923
Email: JHorowitz@gorencherof.com | www.GorenCherof.com

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From: Tedra Allen [<mailto:TAllen@coopercity.gov>]
Sent: Wednesday, April 10, 2024 10:00 AM
To: Jacob G. Horowitz <JHorowitz@gorencherof.com>
Subject: RE: Pension Ordinances

Good morning Jacob,

As requested

Tedra Allen, MMC

City Clerk
9090 SW 50th Place
Cooper City, Florida 33328
Clerk's Office: (954) 434-4300 Ext. 291
Email: TAllen@coopercity.gov | www.coopercity.gov

Please note that Florida has a broad public records law, and that all correspondence to me via email may be subject to disclosure.

From: Jacob G. Horowitz <JHorowitz@gorencherof.com>
Sent: Wednesday, April 10, 2024 9:47 AM
To: Tedra Allen <TAllen@coopercity.gov>
Subject: Pension Ordinances

CAUTION: This email originated from outside the City of Cooper City. Do not click links or open attachments unless you recognize the sender **and** expect the content.

Tedra,
Could you please send me word or pdf versions of both pension ordinances from last night's agenda?

Thank you.

Jacob G. Horowitz



3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone: (954) 771-4500 x 5055 | (561) 276-9400 x 5055 | Fax: (954) 771-4923
Email: JHorowitz@gorencherof.com | www.GorenCherof.com

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**CITY COMMISSION
ORDINANCE/RESOLUTION**

TITLE: Ordinance 24-10 (Finance/Utilities)

DATE: May 14, 2024

DESCRIPTION: AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING ORDINANCE NO. 23-21, ADOPTED ON SEPTEMBER 26, 2023; PROVIDING FOR AN AMENDED BUDGET FOR FISCAL YEAR 2023-2024 FOR THE CITY, ATTACHED HERETO AS EXHIBIT “A” AND INCORPORATED HEREIN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

CITY MANAGER RECOMMENDATION:

The City Manager recommends approval and authorization of the budget ordinance, which will increase the budget not to exceed \$170,000 for the Vulnerability Assessment of the City’s critical assets as required in the Florida Department of Environmental Protection (DEP) Grant Agreement No. 23PLN78 subject to the final signoffs.

BACKGROUND OF ITEM:

Hazen is one of the three (3) consultants selected through the City’s RFQ No. 2020-1 and approved by the City Commission on June 8, 2021, after meeting the requirements of Florida Statute (F.S.) 287.055, commonly known as Consultants’ Competitive Negotiation Act (CCNA). Pursuant to F.S. 287.055(2)(g), a consultant selected through the CCNA process can be awarded a “Continuing Contract” for professional services for each study in an amount not to exceed \$500,000 without any additional competition.

Hazen is performing a similar assessment for Broward County, and their familiarity with the City’s utility system and long history of working with the City Staff makes them best suited for this project.


FISCAL IMPACT:

Hazen’s Task Order 2023-02 will be funded entirely by the grant monies and will be available after the DEP signs off the aforementioned agreement. This budget ordinance adds \$170,00 to a grant fund and an offsetting \$170,000 to Professional Services – Engineering.

<u>General Ledger Acct. Number</u>	<u>Budgeted Amount</u>	<u>Prior Requested Amount</u>	<u>New Request Amount</u>	<u>Remaining Amount</u>
450-000-334312-334	\$0	\$0	\$170,000	\$170,000
450-950-531130-536	\$90,000	\$0	\$170,000	\$260,000

ATTACHMENTS:

1. Ordinance 24-10
2. Hazen and Sawyer Task Order No. 2023-02

Workflow History 			
User	Task	Action	Date/Time
Allen, Tedra	NEW ITEM: Not Yet Routed	Route to Budget	04/29/24 01:41 PM
Nadeau, Mike	Assigned to Budget <i>The fiscal impact section of this staff report is correct.</i>	COMPLETE: Forward to City Clerk	04/29/24 01:42 PM
Allen, Tedra	Assigned to City Clerk	Route to Attorney	04/29/24 01:44 PM
Horowitz, Jacob	Assigned to Attorney	COMPLETE: Forward to City Manager	05/02/24 03:51 PM
Eggleston, Ryan	Assigned to City Manager	COMPLETE: Forward to City Clerk	05/02/24 03:57 PM
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Workflow	05/03/24 02:44 PM
Allen, Tedra	END WORKFLOW - APPROVED		05/03/24 03:13 PM

ORDINANCE NO. 24-10

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING ORDINANCE NO. 23-21, ADOPTED ON SEPTEMBER 26, 2023; PROVIDING FOR AN AMENDED BUDGET FOR FISCAL YEAR 2023-2024 FOR THE CITY, ATTACHE HERETO AS EXHIBIT “A” AND INCORPORATED HEREIN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 26, 2023, the City Commission of the City of Cooper City adopted Ordinance No. 23-21, thereby adopting a budget for the Fiscal Year 2023-2024; and

WHEREAS, certain revisions to the Fiscal Year 2023-2024 budget are now necessary, in accordance with Section 166.241, F.S., to account for the \$170,000 DEP grant award for the vulnerability assessment of the City’s critical assets; and

WHEREAS, City Staff has reviewed the proposed amendments to the Fiscal Year 2023-2024 budget, and recommends the adoption of the same by the City Commission; and

WHEREAS, the City Commission has reviewed the proposed budget amendments set forth in Exhibit “A” and finds the adoption thereof to be in the best interests of the citizens and residents of the City of Cooper City. Florida.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, THAT:

Section 1. The foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct, and are hereby incorporated herein and made a part hereof.

Section 2. The City Commission of the City of Cooper City hereby amends Ordinance No. 23-21 as provided in the Amended Budget for the Fiscal Year 2023-2024, a copy of which is attached hereto as **Exhibit “A”** and incorporated herein by reference.

Section 3. The provisions of this ordinance shall not be deemed to be a limitation on the powers granted to the City Commission by the City Charter, which relates to the fiscal management of the City’s funds.

Section 4. All ordinances or parts of ordinances and resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. If any clause, section, or other part or application of this ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force or effect.

Section 6. This ordinance shall become effective immediately upon its passage and adoption.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

PASSED AND ADOPTED on First Reading this ____ day of _____, 2024.

PASSED AND FINAL ADOPTION on Second Reading this ____ day of _____, 2024.

Greg Ross
Mayor

ATTEST:

Tedra Allen, MMC
City Clerk

ROLL CALL
Mayor Ross _____
Commissioner Green _____
Commissioner Shrouder _____
Commissioner Katzman _____
Commissioner Mallozzi _____

APPROVED AS TO LEGAL FORM:

Jacob Horowitz
City Attorney

ORDINANCE NO. 23-21

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, ADOPTING AND APPROVING THE ANNUAL BUDGET FOR FISCAL YEAR 2023-2024, ATTACHED HERETO AS EXHIBIT “A,” AND APPROPRIATING THE FUNDS REQUIRED FOR THE OPERATION OF THE CITY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the provisions of Section 5.02 of the City Charter of the City of Cooper City, Florida, an estimate of the budget for the Fiscal Year 2023-2024 was prepared by the City Manager, submitted to the City Commission and posted at City Hall for a period of at least ten (10) days prior to this date; and

WHEREAS, after publication of notice in a newspaper circulated in the City, public hearings have been held on September 13, 2023 and on September 26, 2023, for discussion and consideration of the budget, at which time all interested persons were given the opportunity to provide input on any item listed in the budget; and

WHEREAS, after considering the recommendations of the City’s professional staff and the input of the public, the City Commission finds that adopting the proposed budget for the FY2023-2024 is in the best interests of the citizens and residents of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, THAT:

Section 1. The foregoing “whereas” clauses are hereby ratified and confirmed as being true and correct, and are hereby incorporated herein and made a part hereof.

Section 2. The budget for the City of Cooper City, Florida, for the Fiscal Year beginning on October 1, 2023 and ending on September 30, 2024, be and it is officially

{00574761.2 3451-0000000 }

ORDINANCE NO. 23-21

approved and adopted, a copy of which is attached hereto as Exhibit “A” and incorporated herein.

Section 3. The City Commission hereby appropriates in the General Fund and other funds of the City as more particularly set forth in the budget estimates, which are incorporated herein, for the uses, expenditures and fiscal requirements of the several departments, divisions, boards, funds and offices of the City, the sum designated in said budget estimates. The City Commission hereby further re-appropriates certain expenditures from the FY22-23 budget in accordance with Section 2-206 of the City Code, as set forth in greater detail in Exhibit “A.”

Section 4. The provisions of this ordinance shall not be deemed to be a limitation on the powers granted to the City Commission by the City Charter, which relates to the fiscal management of the City’s funds.

Section 5. All ordinances or parts of ordinances and resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. If any clause, section, or other part or application of this ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force or effect.

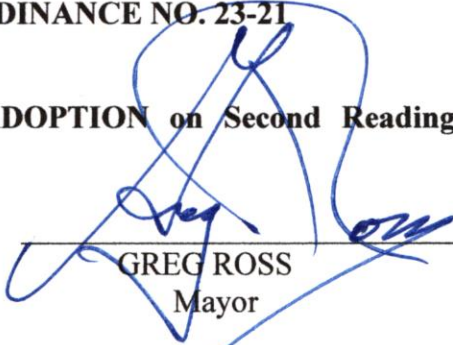
Section 7. This Ordinance shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED on First Reading this 12th day of September, 2023.

{00574761.2 3451-0000000 }

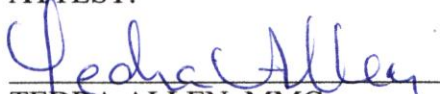
ORDINANCE NO. 23-21

PASSED AND FINAL ADOPTION on Second Reading this 26th day of September, 2023.



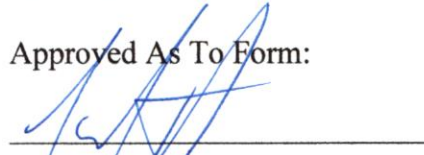
GREG ROSS
Mayor

ATTEST:



TEDRA ALLEN, MMC
City Clerk

Approved As To Form:



JACOB G. HOROWITZ
City Attorney

ROLL CALL

Mayor Ross	<u>yes</u>
Commissioner Green	<u>yes</u>
Commissioner Shrouder	<u>NO</u>
Commissioner Katzman	<u>yes</u>
Commissioner Mallozzi	<u>yes</u>

BUDGET SUMMARY											
City of Cooper City, Florida - Fiscal Year 2023/2024											
THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE CITY OF COOPER CITY ARE						THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES.					
ESTIMATED REVENUES	GENERAL FUND	BUILDING SERVICES FUND	ROAD & BRIDGE FUND	POLICE CONFISCATI ON FUND	TREE TRUST FUND	GENERAL CAPITAL PROJECTS FUND	PARKING LOT FUND	STORMWATER FUND	WATER & SEWER FUND	WATER & SEWER CAPITAL IMPROVEMENT FUND	TOTAL
Taxes:	MILLAGE PER 1,000										
Ad Valorem Taxes	Operating 5.8650	\$ 22,827,789	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,827,789
Franchise & Utility Taxes		6,596,170	-	-	-	-	-	-	-	-	6,596,170
Charges for Services		7,683,603	-	-	-	12,500	153,000	559,565	14,570,885	-	22,979,553
Intergovernmental Revenue		4,940,226	-	973,789	-	1,017,500	-	-	-	-	6,931,515
Fines & Forfeitures		145,000	-	-	18,500	-	-	-	-	-	163,500
Miscellaneous Revenue		429,000	28,000	24,000	1,500	28,000	1,500	4,000	84,746	200,000	801,746
Licenses and Permits		413,000	1,585,000	-	-	-	-	-	-	-	1,998,000
TOTAL SOURCES	\$ 43,034,788	\$ 1,613,000	\$ 997,789	\$ 20,000	\$ 13,500	\$ 1,045,500	\$ 154,500	\$ 563,565	\$ 14,655,631	\$ 200,000	\$ 62,298,273
Transfers In		3,442,275	-	726,611	-	1,549,730	-	-	417,230	3,678,568	9,814,414
Fund Balances/Reserves/Net Position		-	1,091,040	-	-	-	-	50,000	3,108,271	-	4,249,311
TOTAL REVENUES, TRANSFERS, & BALANCES	\$ 46,477,063	\$ 2,704,040	\$ 1,724,400	\$ 20,000	\$ 13,500	\$ 2,595,230	\$ 154,500	\$ 613,565	\$ 18,181,132	\$ 3,878,568	\$ 76,361,998
EXPENDITURES											
General Government		7,669,981	-	-	-	334,000	-	-	-	-	8,003,981
Law Enforcement		16,210,386	-	-	-	25,000	-	-	-	-	16,235,386
Fire		14,907,954	2,197,367	-	-	50,000	-	-	-	-	17,155,321
Physical Environment		2,667,026	-	-	-	360,000	-	-	-	-	3,027,026
Transportation		-	-	1,724,400	-	-	67,413	-	-	-	1,791,813
Debt Service		4,000	-	-	-	-	-	212,556	-	-	216,556
Culture and Recreation		5,017,716	-	-	-	13,500	1,826,230	-	-	-	6,857,446
Water and Sewer		-	-	-	-	-	-	-	11,670,833	3,878,568	15,549,401
Stormwater		-	-	-	-	-	-	302,717	-	-	302,717
TOTAL EXPENDITURES	\$ 46,477,063	\$ 2,197,367	\$ 1,724,400	\$ -	\$ 13,500	\$ 2,595,230	\$ 67,413	\$ 515,273	\$ 11,670,833	\$ 3,878,568	\$ 69,139,647
Transfers Out		-	506,673	-	-	-	44,076	98,292	6,510,299	-	7,159,340
Fund Balances/Reserves/Net Position		-	-	-	20,000	-	43,011	-	-	-	63,011
TOTAL APPROPRIATED EXPENDITURES, TRANSFERS, RESERVES & BALANCES	\$ 46,477,063	\$ 2,704,040	\$ 1,724,400	\$ 20,000	\$ 13,500	\$ 2,595,230	\$ 154,500	\$ 613,565	\$ 18,181,132	\$ 3,878,568	\$ 76,361,998

The tentative, adopted, and/or final budgets are on file in the office of the above referenced taxing authority as a public record.



BUSINESS IMPACT ESTIMATE

5/14/2024 Meeting Date

Ordinance Title: Ordinance 24-10

AN ORDINANCE OF THE CITY OF COOPER CITY, FLORIDA, AMENDING ORDINANCE NO. 23-21, ADOPTED ON SEPTEMBER 26, 2023; PROVIDING FOR AN AMENDED BUDGET FOR FISCAL YEAR 2023-2024 FOR THE CITY, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

If any of the following exceptions to the Business Impact Estimate requirements apply, check the applicable box and leave the remainder of the form blank.

- The ordinance is required for compliance with federal or state law or regulation;
 - The ordinance relates to the issuance or refinancing of debt;
 - The ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
 - The ordinance is required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by the City;
 - The ordinance is an emergency ordinance;
 - The ordinance relates to procurement; or
 - The ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
 - b. Sections 190.005 and 190.046, regarding community development districts;
 - c. Section 553.73, relating to the Florida Building Code; or
 - d. Section 633.202, relating to the Florida Fire Prevention Code.
1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):
 2. Estimate the direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

- 3. Estimate of direct compliance costs:

- 4. Any new charge or fee imposed by the proposed ordinance:

- 5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs

- 6. Estimate of the number of businesses impacted by the proposed ordinance:

- 7. Additional Information: _____



**CITY COMMISSION
STAFF REPORT**

DEPARTMENT: Utilities Department

DATE: January 9, 2024

SUBJECT: Motion to approve and authorize Task Order 2023-02 issued to Hazen & Sawyer in the amount not to exceed \$170,000 for Vulnerability Assessment of City’s critical assets as required in the Florida Department of Environmental Protection Grant, Agreement No. 23PLN78 subject to the final signoffs. - **Utilities**

CITY MANAGER RECOMMENDATION:

The City Manager recommends approval and authorization to issue Task Order 2023-02 to Hazen & Sawyer (Hazen) in the amount not to exceed \$170,000 for Vulnerability Assessment of City’s critical assets as required in the Florida Department of Environmental Protection (DEP) Grant, Agreement No. 23PLN78 subject to the final signoffs.

BACKGROUND OF ITEM:

Hazen is one of the three (3) consultants selected through City’s RFQ No. 2020-1 and approved by the City Commission on June 8, 2021 after meeting the requirements of Florida Statute (FS) 287.055, commonly known as Consultants’ Competitive Negotiation Act (CCNA). Pursuant to FS 287.055(2)(g), a consultant selected through the CCNA process, can be awarded a “continuing contract” for professional services for each individual study in an amount not to exceed \$500,000 without any additional competition.

Hazen is performing a similar assessment for Broward County, and their familiarity with the City’s utility system and long history of working with the City staff makes them best suited for this project.


FISCAL IMPACT:

Hazen’s Task Order 2023-02 will be funded entirely by the grant monies and will be available after the aforementioned Agreement is signed off by the DEP.

<u>General Ledger Acct. Number</u>	<u>Budgeted Amount</u>	<u>Prior Requested Amount</u>	<u>New Request Amount</u>	<u>Remaining Amount</u>
Account to be created	\$0	\$0	\$170,000	0

ATTACHMENTS:

1. Exhibit A – Task Order 2023-02 with Cost Proposal
2. Exhibit B - Florida Department of Environmental Protection Grant Agreement, 23PLN78
3. Original Professional Agreement with Hazen and Sawyer
https://coopercityfl-my.sharepoint.com/:f:/g/personal/jmontoya_coopercity_gov/EpOH2IKHNLxfgqshI03N4o8BEZz9bvzoFNyndHVeB7hcw?e=Rfd2k0
4. Vendor Compliance

Workflow History 			
User	Task	Action	Date/Time
Montoya, Jenna	NEW ITEM: Not Yet Routed	Route to Purchasing	12/19/23 08:25 AM
Dodgen, Brandon	Assigned to Purchasing	COMPLETE: Forward to ...	12/22/23 03:08 PM
Allen, Tedra	Assigned to City Clerk	Route to Budget	12/29/23 10:55 AM
Nadeau, Mike	Assigned to Budget	COMPLETE: Forward to ...	12/29/23 12:40 PM
<i>Uploaded staff report with updated Fiscal Impact Section. New GL number will be created upon grant award.</i>			
Allen, Tedra	Assigned to City Clerk	APPROVE ITEM: End Wo...	01/03/24 01:50 PM
Allen, Tedra	END WORKFLOW - APPROVED		01/04/24 04:13 PM



Hazen and Sawyer
4000 Hollywood Blvd, Suite 750N
Hollywood, Florida 33021 • 954-987-0066

EXHIBIT A
CITY OF COOPER CITY
FLOOD VULNERABILITY ASSESSMENT
TASK ORDER No. 2023-02
SCOPE OF SERVICES
DECEMBER 18, 2023

PROJECT BACKGROUND

The City of Cooper City (CITY) has requested the services of Hazen and Sawyer (CONSULTANT) to prepare a Vulnerability Assessment (VA) to identify flood vulnerabilities by conducting exposure and sensitivities analyses. Identification of flooding vulnerabilities is the first step in increasing protection of critical infrastructure throughout the CITY. The CITY intends to submit grant applications from the Resilient Florida Grant Program, amongst others, to support the recommendations resulting from this effort.

This task order will require the CONSULTANT to provide the services as required in the attached Florida DEP Grant Agreement, No. 23PLN78 with the CITY to deliver the following:

- Collection and organization of background data including critical/regionally significant assets inventory, topographic data, and flood scenario-related data.
- Utilization of an existing county-wide hydrologic & hydraulic stormwater model aligning with scenarios/simulations required by s. 380.093, F.S. The model will simulate existing conditions including stormwater infrastructure, using current and future boundary conditions, including future projected climatological conditions to include planning horizons for years 2040 and 2070.
- Development of a vulnerability assessment that will include reports, maps and tables presenting results from the exposure and sensitivity analyses in a standardized form to align with the requirements of s. 380.093, F.S.

VULNERABILITY ASSESSMENT

Task No. 1 – Kick-off Meeting

The CONSULTANT will schedule the kick-off meeting to develop an overall project management plan and to address initial actions. Meeting attendees will discuss the project scope, project goals, schedule, key milestones, and deliverables. The kick-off meeting will be hosted by the CITY. Prior to the meeting, the CONSULTANT will prepare the sign-in sheet, draft project schedule and other meeting materials, as necessary.

Task No. 1 Deliverables:

- Kick-off meeting agenda including location, date and time of meeting and copies of all materials created for the meeting.
- Kick-off meeting minutes documenting decisions agreed upon and outcomes of the meeting, to be submitted for review and approval by the CITY and sign-in sheets with attendee names and affiliation.

Task No. 2 – Conduct Initial Public Outreach**Subtask No. 2.1 – Public Outreach Meeting #1**

The CONSULTANT will, in coordination with the CITY, conduct an initial public outreach meeting to allow the public to provide input regarding preferred methodologies, data for analyzing potential sea level rise impacts and/or flooding, guiding factors to consider, and critical assets important to the community. The CONSULTANT will be responsible for preparing all presentations, graphics, and other materials utilized during the meeting, based on prior approval from the CITY. The CITY will prepare social media notifications and meeting invitations. Public outreach will be conducted during the data collection stages of the project. Including public outreach early in the project can influence critical asset inventories, particularly when it comes to determining the community's cultural assets. The CONSULTANT will provide a video/audio recording of public outreach meeting for the CITY to upload or share through a publicly accessible webpage to allow citizens to be involved who could not attend.

Task No. 2 Deliverables:

- Meeting agenda, indicating location, date, and time of meeting;
- Sign-in sheet identifying the number of citizens and county/municipality staff attendees;
- Presentation from the meeting;
- Video/audio recording of meeting;
- Summary report including attendee input and meeting outcomes;
- Copies of any presentations and graphics utilized during the conduct of the meeting.



Task No. 3 – Acquire Background Data

The CONSULTANT, in coordination with the CITY, will research and compile the data needed to perform the VA, based on the requirements as defined in s. 380.093, F.S. The data collection for this project will source information pertaining to critical/regionally significant assets, topographic characteristics, and flood scenario-related data. This information will be used to evaluate the existing ground surface and stormwater infrastructure system. An initial Data Gap Analysis will help direct the data collection effort.

Subtask No. 3.1 – Critical/Regionally Significant Assets Inventory

The CONSULTANT will coordinate with the CITY to identify, collect, and organize critical or regionally significant assets. The inventory will include:

- *Transportation assets and evacuation routes*, including airports, bridges, bus terminals, ports, major roadways, marinas, rail facilities, and railroad bridges.
- *Critical infrastructure*, including wastewater treatment facilities and lift stations, stormwater treatment facilities and pump stations, drinking water facilities, solid and hazardous waste facilities, military installations, communications facilities, and disaster debris management sites.
- *Critical community and emergency facilities*, including schools, colleges, universities, community centers, correctional facilities, disaster recovery centers, emergency medical service facilities, emergency operation centers, fire stations, health care facilities, hospitals, law enforcement facilities, CITY facilities, logistical staging areas, affordable public housing, risk shelter inventory, and state government facilities.
- *Natural, cultural, and historical resources*, including conservation lands, parks, shorelines, surface waters, wetlands, and historical and cultural assets.

Subtask No. 3.2 – Topographic Data

The CONSULTANT will utilize best LiDAR data and derived Digital Elevation Model (DEM) available in the region as well as available survey data to best model topography, finished floor elevations and roadway crests for critical assets. The DEM used for the vulnerability assessment will be 3-meter cell size at a minimum.

Subtask No. 3.3 – Flood Scenario-Related Data

The CONSULTANT will utilize the existing Broward County stormwater model developed by the CONSULTANT for the Broward County Resiliency Plan. The county-wide results from this model will be clipped to the Cooper City boundary and used for the Exposure and Sensitivity Analysis.

Aerial photography and parcel data will be obtained from the County property appraiser's office. The CONSULTANT will request on the CITY's behalf to obtain the most recent aerials and parcels from the County, along with the associated backup and metadata in support of this project.

Task No. 3 Deliverables:

- Draft of Data Collection Summary Technical Report
- Database of the data collected including the floodplain rasters, critical infrastructure and attributes collected for use in the Vulnerability Assessment (in electronic format).
- GIS metadata will incorporate a layer for each of the four asset types as defined in s. 380.093(2) 1-4, to include locations of critical asserts owned or maintained by the CITY and regionally significant assets.
- GIS files and associated metadata adhering to the FDEP Resilient Florida's GIS Data and Metadata Standards, and raw data sources will be defined within the associated metadata (see Appendix C: GIS Data Standards).

Task No. 3 Assumptions:

- GIS data provided by the CITY is sufficiently accurate to inform the vulnerability assessment. It is assumed no field survey or other verification of this information will be required.
- Sea level rise projection data will include NOAA's most recent intermediate-high and intermediate-low projections for 2040 and 2070.

Hydraulic modeling data and results will be acquired from the *Broward Countywide Risk Assessment and Resiliency Plan*.

Task No. 4 – Draft Vulnerability Assessment

Subtask No. 4.1 – Exposure Analysis

The CONSULTANT will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, rainfall, and/or compound flood scenario. As defined in s. 380.093, F.S., the water surface depths (i.e., flood scenarios) used to evaluate assets will include the following data:

- Tidal flooding, including future high tide flooding, which will use thresholds published

and provided by FDEP. The analysis will also geographically display the number of tidal flood days expected for each scenario and planning horizon.

- Current and future storm surge flooding, using the 2017 NOAA projections. The analyses will include the Intermediate Low and Intermediate High scenarios as defined by NOAA along with FEMA storm surge data.
- Rainfall-induced flooding using spatiotemporal analysis or hydrologic and hydraulic modeling results. Future boundary conditions will be modified to consider sea-level rise and high tide conditions. The 100 year 24 hour design storm will be used.
- Compound flooding or the combination of tidal, storm surge, and rainfall-induced flooding.

As defined in s. 380.093, F.S., the following scenarios and standards should be used for the exposure analysis:

- All analyses performed in North American Vertical Datum of 1988 (NAVD88).
- Two local sea-level rise scenarios, including the 2017 NOAA Intermediate-Low and Intermediate-High sea-level rise projections.
- Planning horizons for the years 2040 and 2070.
- Local sea level data that has been interpolated between the two closest NOAA tide gauges. Local sea level data may be taken from one such gauge if the gauge has higher mean sea level.
- Encompassing entire municipality/county and including all critical assets owned or maintained by the municipality/county.
- The exposure analysis will use the most recent publicly available DEM which meets the defined minimum standard of 3-meter cell size.
- The existing modeling scenarios that meet the requirements listed above are summarized in the table below:



Hydrologic – Hydraulic Modeling Scenarios to be used in the Vulnerability Assessment

Scenario No.	Rainfall	Sea Level Rise Projection	Planning Horizon	Tidal Condition
VA-3	100-yr	N/A	2021- Current	Normal High Tide
VA-6	100-yr	2017 NOAA Intermediate Low	2040	
VA-9	100-yr	2017 NOAA Intermediate High		
VA-12	100-yr	2017 NOAA Intermediate Low	2070	
VA-15	100-yr	2017 NOAA Intermediate High		
VA-18	100-yr	N/A	2021- Current	
VA-21	100-yr	2017 NOAA Intermediate Low	2040	
VA-24	100-yr	2017 NOAA Intermediate High		
VA-27	100-yr	2017 NOAA Intermediate Low	2070	
VA-30	100-yr	2017 NOAA Intermediate High		

Subtask No. 4.2 – Sensitivity Analysis

The CONSULTANT will perform a sensitivity analysis to measure the impact of flooding on assets, applying the data from the exposure analysis to the inventory of critical assets created in the previous task. The analysis will include an evaluation of the impact of flood severity on each asset type at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Task No. 4.2 Deliverables:

- Draft Vulnerability Assessment documenting the modeling process, type of models utilized and resulting tables and maps illustrating flood depths for each flood scenario as well as findings of the exposure analysis and the sensitivity analysis, including visual presentation of the data via maps and tables, based on the statutory scenarios and standards. Accompanying report maps and tables should use the terminology and color coding from Table 6 of the *Standardized Vulnerability Assessment: Scope of Work Guidance May 2022* to illustrate the extent of flooding.
- GIS files with results of exposure analysis for each flood scenario, with appropriate metadata identifying the methods used to create the flood layers. GIS files and associated metadata adhering to FDEP Resilient Florida's GIS Data and Metadata Standards (see Appendix C: GIS Data Standards).
- List of critical and regionally significant assets that are impacted by flooding and sea-level rise, prioritized by area or immediate need, specifying for each asset which flood scenario(s) it was impacted by.

Subtask No. 4.3 – Public Outreach Meeting #2

The CONSULTANT will, in coordination with the CITY, conduct a second public meeting to present the results from the exposure analysis, sensitivity analysis, and draft Vulnerability Assessment. The purpose of this meeting is to allow the public to provide community-specific input on the results of the analysis and to reconsider methodologies and assumptions used in the analysis. Additionally, during this meeting, the CONSULTANT will conduct exercises to encourage the public to prioritize focus areas of flooding and the critical assets in preparation for the development of adaptation strategies and project development. Criteria will be established to guide the public's input for the selection of focus areas. The CONSULTANT will be responsible for preparing all presentations, graphics and other materials utilized during the meeting, based on prior approval from the CITY. The CITY will prepare social media notifications and meeting invitations. The CONSULTANT will provide a video/audio recording of public outreach meeting for the CITY to upload or share through a publicly accessible webpage to allow citizens to be involved who could not attend.

Subtask No. 4.3 Deliverables:

- Meeting agenda, indicating location, date, and time of meeting;
- sign-in sheet identifying the number of citizens, and county/municipality staff attendees;
- presentation from the meeting;
- video/audio recording of meeting;
- summary report including attendee input and meeting outcomes;
- copies of any presentations and graphics utilized during the conduct of the meeting.

Subtask No. 4.4 – Identify Focus Areas

Based on the results of the second Public Outreach Meeting, the CONSULTANT will identify critical focus areas, following the guidelines in Chapter 2 of the Florida Adaptation Planning Guidebook. Based on the exposure and sensitivity analyses, a community may assign focus areas to locations or assets that are particularly vulnerable and require the development of adaptation strategies.

Subtask No. 4.4 Deliverables:

- A report summarizing the areas identified as focus areas, with justification for choosing each area;
- tables listing each focus area with any critical assets that are contained inside the focus area;
- maps illustrating the location of each focus area compared to the location of all critical assets within the geographic extent of the study, and
- GIS files illustrating geographic boundaries of the identified focus areas.

Task No. 5 – Final Vulnerability Assessment

Subtask No. 5.1 – Report, Maps, and Tables

Based upon input from the Public Outreach efforts, as well as the CITY, the CONSULTANT will further develop, refine, and finalize the Vulnerability Assessment per the guidelines in s. 380.093, F.S., including identification of focus areas.

The final Vulnerability Assessment will include results from the exposure and sensitivity analyses, as well as a summary of identified risks and assigned focus areas. It will include a list of critical and regionally significant assets that are impacted by flooding and sea-level rise,



specifying for each asset the flood scenario(s) impacting the asset.

Subtask No. 5.1 Deliverables:

- Final Vulnerability Assessment Report detailing the findings, including illustrations via maps and tables, based on the statutory scenarios and standards outlined in the Technical Standards Guidance;
- Final list of critical and regionally significant assets that are impacted by flooding, prioritized by area or immediate need, specifying for each asset which flood scenario(s) it was impacted by.
- Completed Vulnerability Assessment Compliance Checklist (See Appendix E: Vulnerability Assessment Compliance Checklist)

Subtask No. 5.2 – Public Presentation

The CONSULTANT will present the final Vulnerability Assessment results to local governing boards, technical committees, or other appropriate officers or elected officials. The purpose of this presentation is to share the findings from the final Vulnerability Assessment and recommend actions for adaptation strategies and project funding. The presentation will also inform the public of the results and the future risk of sea level rise and increased flooding and encourage community participation when identifying mitigation strategies to address the flooding vulnerabilities. The CONSULTANT will be responsible for preparing all presentations, graphics, and other materials utilized during the meeting, based on prior approval from the CITY. The CITY will prepare social media notifications and meeting invitations.

Subtask No. 5.2 Deliverables:

- Meeting agenda, indicating location, date, and time of meeting;
- sign-in sheet identifying the number of citizens, and county/municipality staff attendees;
- presentation from the meeting;
- video/audio recording of meeting;
- summary report including attendee input and meeting outcomes;
- copies of any presentations and graphics utilized during the conduct of the meeting.

SCHEDULE

The CONSULTANT will perform the services identified in Tasks 1 – 5 within 365 days of the written Notice to Proceed.



COMPENSATION

This project will be performed by the CONSULTANT for the lump sum costs shown below. The CONSULTANT will bill the CITY on a percent complete basis by tasks.

Task No.	Task Title	Lump Sum Fees
VULNERABILITY ASSESSMENT		
1	Kick-off Meeting	\$6,267
2	Acquire Background Data	\$10,663
3	Exposure Analysis	\$30,364
4	Sensitivity Analysis	\$85,575
5	Final Vulnerability Assessment Report, Maps, and Tables	\$37,131
TOTAL PART		\$170,000

ASSUMPTIONS

1. The CONSULTANT will use the model previously developed for the Broward County Resiliency Plan to execute this Vulnerability Assessment.
2. This scope of work follows the Resilient Florida Program *Standardized Vulnerability Assessment: Scope of Work Guidance May 2022* as recommended by FDEP.
3. Grant tracking and reporting will be performed by CITY and/or separate consultant.
4. Stormwater improvements and master planning are not included in this effort.

TIME OF PERFORMANCE

- The draft vulnerability assessment will be completed with 335 days of receipt of notice to proceed. The final vulnerability assessment will be completed within 30 days of receipt of CITY comments.

SUBMITTED BY:

Hazen and Sawyer

BY: 

Janeen M. Wietgreffe, Vice President

Dated this 18th day of December 2023

APPROVED BY:

CITY of Cooper CITY

BY: _____

Ryan Eggleston , CITY Manager

Dated this __ day of _____, 2023

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): City of Cooper City Vulnerability Assessment Agreement Number: 23PLN78

2. Parties State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000 (Department)

Grantee Name: City of Cooper City Entity Type: Local Government
Grantee Address: 9090 SW 50 Place, Cooper City, Florida 33328 FEID: 59-6032417 (Grantee)

3. Agreement Begin Date: 7/1/2022 Date of Expiration: 6/30/2025

4. Project Number: Project Location(s): City of Cooper City, Florida

Project Description: The project will conduct a comprehensive Vulnerability Assessment pursuant to Section 380.093, Florida Statutes, for the City of Cooper City.

Table with 4 columns: Funding Source?, Award #s or Line Item Appropriations, Amount per Source(s), and Total Amount of Funding + Grantee Match, if any.

6. Department's Grant Manager Name: Hanna Tillotson Grantee's Grant Manager Name: Raj Verma
Address: Resilient Florida Program 2600 Blair Stone Road, MS235 Tallahassee, Florida 32399
Phone: 850-245-7540 Email: Hanna.Tillotson@FloridaDEP.gov

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

- Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
Attachment 2: Special Terms and Conditions
Attachment 3: Grant Work Plan
Attachment 4: Public Records Requirements
Attachment 5: Special Audit Requirements
Attachment 6: Program-Specific Requirements
Attachment 7: Grant Award Terms (Federal)
Attachment 8: Federal Regulations and Terms (Federal)
Exhibit A: Progress Report Form
Exhibit C: Payment Request Summary Form
Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):		
Federal Award Date to Department:		
Total Federal Funds Obligated by this Agreement:		
Federal Awarding Agency:		
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Cooper City _____ **GRANTEE**

By _____
(Authorized Signature) _____ Date Signed

Ryan Eggleston, City Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection _____ **DEPARTMENT**

By _____
Secretary or Designee _____ Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

Additional signatures attached on separate page.




**Broward Sheriff's Office
Cooper City District
10580 Stirling Rd.
Cooper City, FL 33026**

EXTERNAL MEMO

Date: 05-08-24

CD24-007

To: Mr. Ryan Eggleston
City Manager
City of Cooper City

From: Captain Christopher De Giovanni 
Cooper City District Chief
Department of Law Enforcement

Subject: Police Chief's Report – Commission Meeting May 14, 2024

As requested at the June 14, 2022, commission meeting, please accept this memorandum as advanced notice of my police chief's report for the upcoming commission meeting. This report will follow the same flow of my prior reports, which is aimed at highlighting information pertinent to the city's main public safety concerns: traffic / schools, code, and crime. In addition, a community involvement and vacancy update will be included.

I. Traffic / School Report

- a. **End of School Reminder / Summer School Announcement** – we are quickly winding down the school year, and we will be increasing patrol presence in / around for safety during the final weeks. As of current, BCPS has not selected any Cooper City schools as a summer school site; only Renaissance Charter is planning a summer school session.
- b. **Memorial Weekend Enforcement** – the traffic team will be conducting enhanced traffic enforcement leading up to and around the Memorial Day holiday. We wish all our residents a fun, reflective holiday but want to remind everyone to obey the speed limit and traffic control devices. Aggressive driving will not be tolerated.

II. Code Report

- a. The **commercial plaza initiative** continues with weekly maintenance compliance sweeps. No major concerns or developments.

- b. The monthly **gate compliance checks** continue with no major concern.

III. Crime Report

- a. **Search Warrant / Narcotics Arrest** – our Crime Suppression Team, along with the Major Narcotics Unit, culminated an investigation on May 7, 2024, with the successful execution of a search warrant in the 9400 block of SW 51st Street. As a result of the effort, a subject responsible for selling dangerous narcotics to our residents was removed from the city. Further, \$116,646 in US currency, a plethora of narcotics, a firearm, and a vehicle were confiscated under the forfeiture act.
- b. **STARS Program:** the STARS grant program officially opened for applicants January 1, 2024. It is listed on the city’s website and has been actively shared with our community partners. To date, we have received fourteen grant applications.
 - i. **Rock Creek** is actively moving forward with the installation of their LPR / camera devices. We believe these devices will be up and operational in the very near future.

IV. Community Involvement / Misc. Report

- a. **Explorer Appreciation Dinner** – I will be attending an appreciation dinner on May 21, 2024, where our Cooper City Explorers, along with many others, will be honored by the Sheriff and his executive staff.
- b. **Summer Delegates** – seven of our BSO Cooper City Police Explorers will be traveling to participate in the FSEA summer delegates this year. The travel expenses are being covered by the Youth and Neighborhood Services. We wish our BSO Cooper City Explorers well in the competition!
 - i. We are **actively recruiting new members** to our Explorer program. If you know of a local Cooper City resident between the ages of 14-21, please contact the district station to learn more about this unique mentorship program / opportunity.
- c. **Crafting with Cops** – on May 22nd, 2024, we will be hosting another *Crafting with Cops* event at the BSO Cooper City police station. This event continues to be a popular way to connect with our residents, as we currently have a waiting list for participants.

V. Vacancy Report

- a. As of the date of this report, I have one sworn vacancy and no non-sworn vacancies.



**Broward Sheriff's Office
Cooper City District
10550 Stirling Rd.
Cooper City, FL 33026**

EXTERNAL MEMO

Date: 05-01-24

To: Mr. Ryan Eggleston
City Manager
City of Cooper City

From: Mr. Gary Harrington
Cooper City District Chief
Department of Fire Rescue and Emergency Services

Subject: Fire Chief's Report – Commission Meeting May 14, 2024

The following is the Fire Chief's report for the upcoming commission meeting. This report will follow the same flow of my prior reports, which is aimed at highlighting information pertinent to the city's main public safety concerns: Fire Rescue Incidents, Fire Apparatus/Station concerns, Fire Prevention, Community Outreach, and CERT.

I. Fire/Rescue Incident Report for April

- a. Total Fire Related Incidents 078
- b. Total Medical Related Incidents 188
- c. Total Incidents 266

Fastest Unit Response/Mutual Aid calls for April. Cooper City has responded outside its jurisdiction 24 times and has received outside emergency assistance 15 times.

The breakdown for each city is as follows:

	Pembroke Pines	Hollywood	Davie
BSO/Cooper City Responded outside its jurisdiction	12	00	12
Outside agencies responded to Cooper City	04	00	11

II. Incident Response Summary for April

Total responses	Incident responses < 6 min.	Incident responses 6 – 9 min.	Outliers > 9 min.	Incident responses canceled enroute
266	173	50	04	39

Fastest Response Time: 01:34 min.

Longest Response Time: 10:01 min.

Average Response Time: 05:14 min.

OUTLIERS:

The outliers above represent a small percentage of the total responses. Outliers occur for several reasons, and those reasons vary with each call.

Besides Station 28 units responding from another call, they can also be responding from the hospital or another jurisdiction (as part of the fastest unit response agreement), all of which can result in an outlier. This month reflects the fastest unit response of 1 minute 34 seconds. This was a medical incident at the police jail located at 10580 Stirling Road. The responding apparatus, R28, responded Code 3 (lights and sirens) from Station 28. The longest response time was 10 minutes, 01 second. This medical incident was a Code 3 response by R228 from the fire station to a residence located at 12151 SW 51Place.

Outliers are not isolated to Cooper City; they occur in all fire departments regardless of jurisdiction. Outliers are also not new to Cooper City as they have always existed. This is not a new issue or a BSO issue. This is an issue that exists in every city no matter who is providing fire/rescue services.

As I have previously discussed with the former City Manager, current City Manager, and the City Commission, I believe that the main reason for outliers is distance. Station 28 covers 8.5 square miles which is one of the largest areas covered by any one fire station in Broward County. The average square mile coverage area per fire station is between 4 or 5 square miles. Some of the coverage areas per fire station in Broward County are as follows: 5.6 square miles for Pembroke Pines, 5.8 square miles for Davie, 5.4 square miles for Weston, 3.8 square miles for Lauderdale Lakes, 3.7 square miles for West Park/Pembroke Park, 2.0 square miles for Hallandale, and 4.0 square miles for Dania Beach. There are similar coverage areas for the remaining fire stations in Broward County; however, no fire station covers as large an area as Cooper City Fire Station 28.

The placement of fire stations and equipment dramatically impacts the effectiveness and efficiency of services provided by the fire department. I am proud of the current services provided by the men and women of the Broward Sheriff's Office, but I am open to improving the services wherever and whenever possible. I will gladly assist the City Manager and the City Commission in discussing potential projects toward improving the fire rescue services for the residents and businesses within Cooper City.

III. Fire Apparatus/Station Report

The Fire Hydrant flushing project is in progress for 2024.

Total Hydrants:	1231
Flushed Hydrants:	349
Out-of-Service Hydrants:	1
Pending:	881

IV. Apparatus Service Days for April

Unit	In-service days	Out-of-service days	Comments
Q28	30	0	
E28	30	0	
R28	30	0	
R228	30	0	
DC28	21	9	Mechanical Repairs

Per the REV representative, Cooper City’s new rescue vehicle will start production in June 2024, with a delivery date of September 2024.

Cooper City’s Quint still has a delivery date of August 2025.

V. Fire Prevention Report

- Fire Inspections: (FY to Date)
 - i. Total Properties 867
 - ii. Completed Inspections 475
 - iii. Percentage completed 54.8%
- Monthly Report for April
 - i. Annual Fire Inspections: 083
 - ii. New Construction Insp: 008
 - iii. Plan Reviews: 014
 - iv. Re-inspections: 028
 - v. Special Events: 001

VI. Community Outreach Report

- Last month, Quint 28 had its annual aerial ladder testing performed. Quint 28 aerial ladder passed meeting manufacturer specifications.
- April 8-12, 2024, Hose and Ground Ladder testing was conducted at Station 28 for the suppression units in Cooper City as well as BSO contracted cities in south Broward including Weston, Hallandale, West Park, and Dania Beach. Testing was conducted by WaterWays of Central Florida. The hose and ground ladders of E28 and Q28 passed.

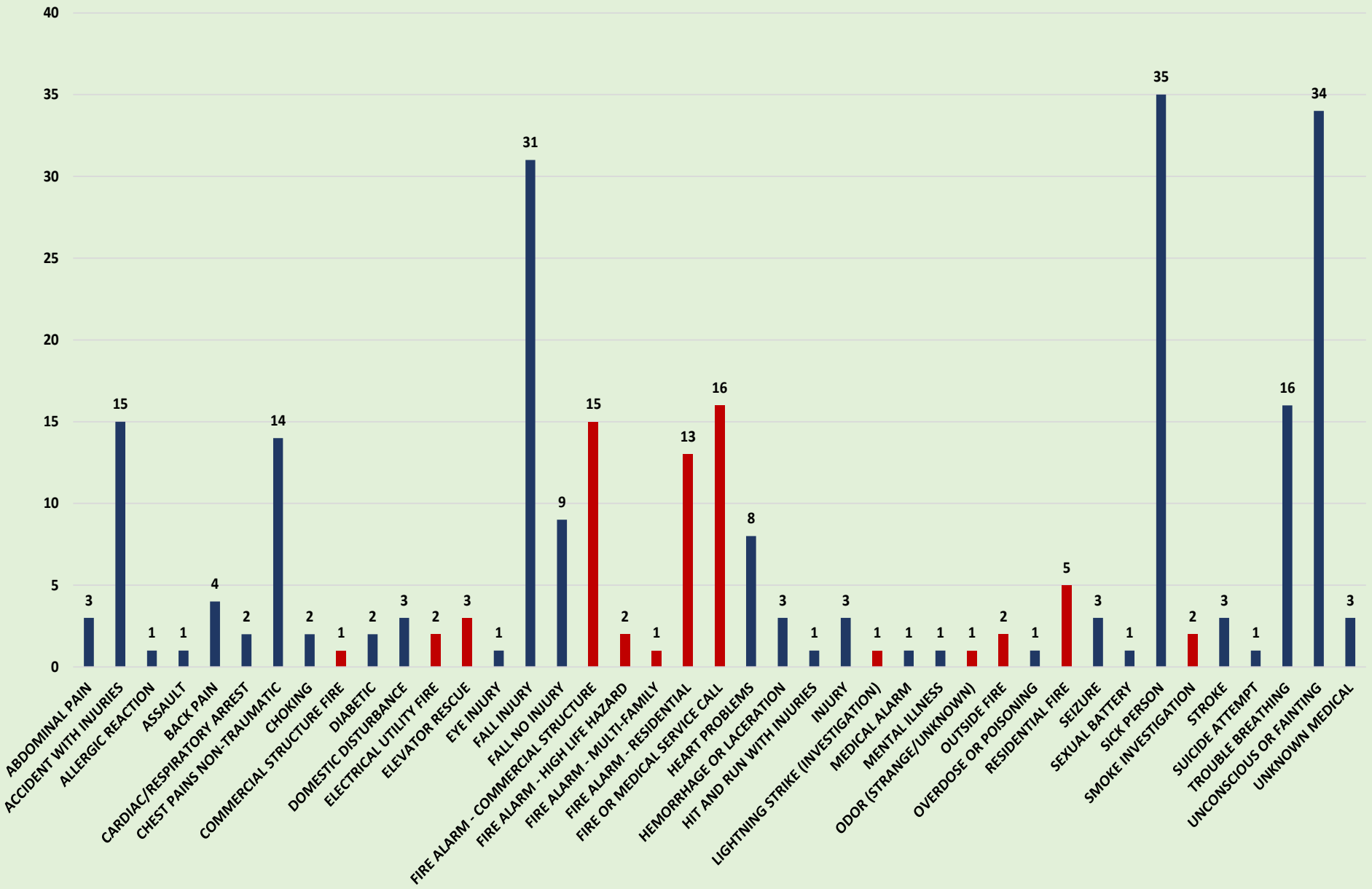
- April 9, 2024, BSO Life Safety Educators attended the Car Fit E helping seniors adjust various facets of a vehicle to provide for a safer driving experience.
- April 9, 2024, Dr. Lauren Fine from Nova Southeastern University gave a presentation on Blood Pressure nuances to the crew on B-shift. This completes all three shifts at station 28. Dr. Fine will be presenting at the Cooper City Community Center on June 5, 2024, along with several of her students.
- April 17, 2024, BSO Life Safety Educators attended the Autism-Friendly Business Workshop to provide Autism Awareness to local businesses.
- April 18-19, 2024, Cooper City High School firefighter scholarship applicants were interviewed at station 28. Scholarship awards will be presented on May 13, 2024, at 6:00 pm in the Cooper City High School auditorium.
- April 25, 2024, Broward Fire Academy conducted its Confined Space Entry Training at station 28. This training consisted of firefighters entering a storm drain and crawling through the culvert piping to the catch basin approximately 50 feet away. At this point a victim is found, backboarded, removed through the culvert piping, and exited at the storm drain point of entry.
- April 27, 2024, Autism Awareness Day was held at station 28. We had a very good turnout and even though there was off-and-on rain, it appeared that the event was enjoyed by everyone.
- CERT is continuing to canvas the businesses within Cooper City to see which businesses maintain an AED on-site. CERT will obtain pertinent information from the AEDs so that they may be installed into the PulsePoint AED app.

FIRE HYDRANT DESIGN UPDATE:

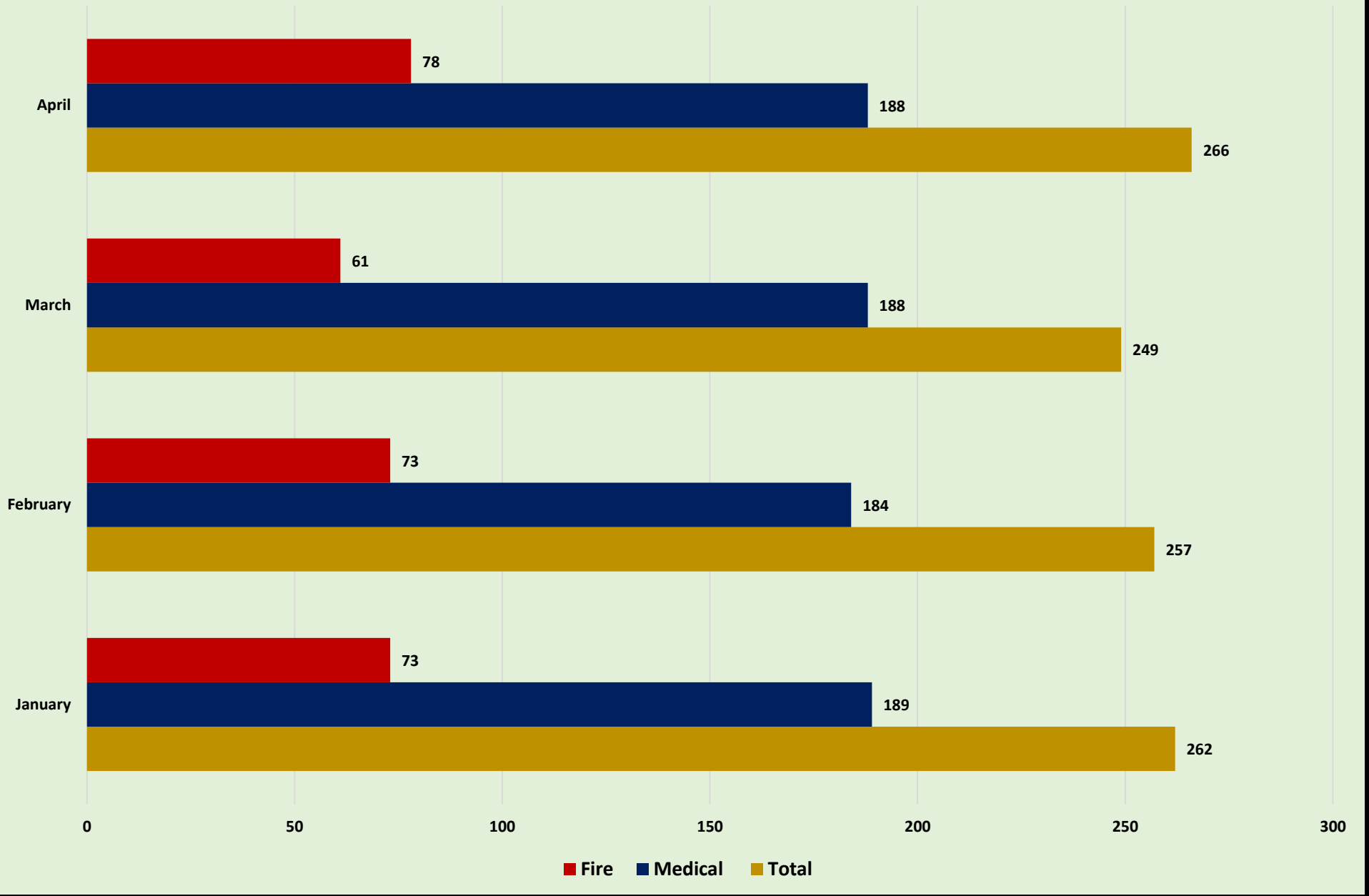
I have met with representatives from 5 schools and the utility department is in the process of cleaning and painting the chosen hydrants white as a base coat. I have also met with the management of Sherwin Williams to secure the proper paint and supplies for the art students at a discounted rate.

- To date, Franklin Academy fire hydrant designs have been completed. Pictures have been forwarded to Mike Cobelo for posting in the newsletter/website.
- The students at Embassy Creek Elementary and Pioneer Middle School have completed their hydrant designs. Pictures have been forwarded to Mike Cobelo for posting.
- Cooper City High School will be next for the students to paint their designs.
- The Cooper City teen council will be painting their hydrant designs on the fire hydrants surrounding Memorial Park and City Hall. Brandon Zickar will be coordinating this project and I will provide the teens with the paint and supplies.
- I will be working with the remaining schools to establish a schedule for their students to participate in the program. The staff and students at all the schools I met with are very enthusiastic about this program. I am looking forward to this initial program being a success and then we will consider a possible expansion of this program.

Fire and Medical Incidents

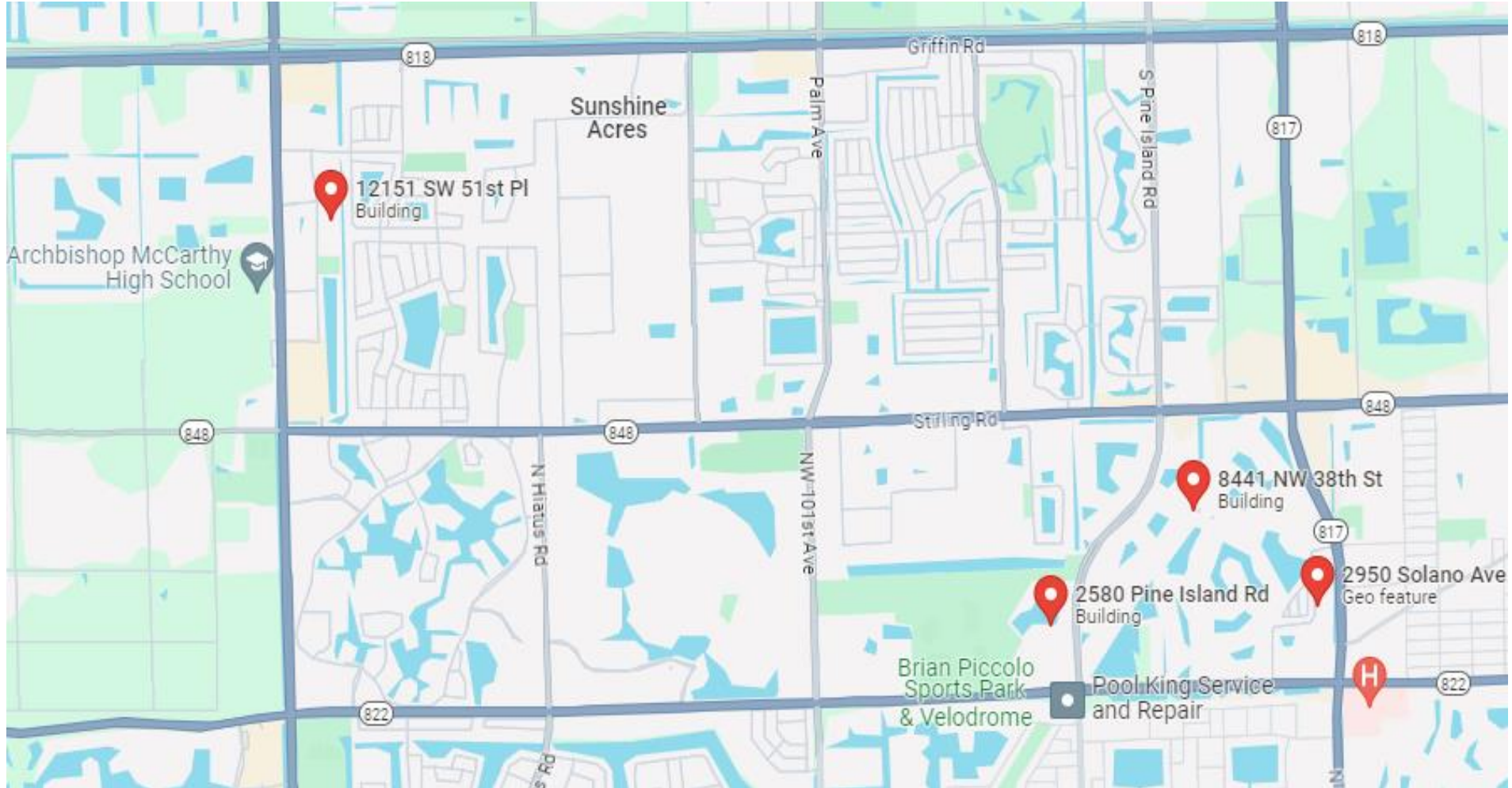


Monthly Fire and Medical Call Volumes



OUTLIERS

Meeting Date: 05/14/2024 Item #21.



Address	Response time	Occupancy Type
2580 Pine Island Road	09:23	Adult Living Facility
8441 NW 38 Street	09:28	Residence
2950 Solano Avenue	09:50	Roadway – Drain
12151 SW 51 Place	10:01	Residence